



**ERIENET LOCAL DEVELOPMENT CORPORATION  
REQUEST FOR PROPOSAL (RFP)**

**FOR PROFESSIONAL ENGINEERING  
SERVICES FOR ERIE COUNTY UTILITY  
PERMIT DRAWINGS**

**RFP # 2024-02CI**

**RFP DATE: April 11, 2024**

**DUE DATE: April 29, 2024**

**1 Seneca Street, Suite 2900**

**Buffalo, NY 14202**

**[www.ErieNet.com](http://www.ErieNet.com)**

**INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:**

**Courtney Italia: [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)**

## **1. GENERAL INFORMATION**

The ErieNet Local Development Corporation is seeking proposals from a qualified partner for professional engineering services for a middle mile fiber optic network for use by Erie County governments, companies, internet service providers, and other stakeholders on a municipally owned Open Access Network (“OAN”) called ErieNet.

The project is fully funded by the ErieNet LDC using American Rescue Plan (ARP) funds from Erie County. Access to high-speed broadband internet is a necessity for the County’s economy and quality of life. High speed broadband internet is a prerequisite to educating our children; growing our economy; and providing a quality of life which attracts and retains citizens. The intent of the ErieNet LDC’s efforts relative to broadband is to:

- Increase access to high-speed fiber broadband internet for all residents of Erie County; and
- Increase competition and quality within the residential and commercial broadband industry.

More information can be found at:

<https://www3.erie.gov/economicdevelopment/sites/www3.erie.gov/economicdevelopment/files/2021-10/ErieNet-broadband-services.pdf>

## **2. GENERAL INFORMATION AND REQUIREMENTS**

In 2022, Erie County Department of Environmental Planning contracted with ECC Technologies, Inc. (“ECC”) for the design and construction management of the ErieNet open access network. The ErieNet Business Plan calls for any professional design services required for the construction of ErieNet infrastructure to be contracted directly between the ErieNet LDC and a NYS authorized and licensed professional engineering firm.

The professional engineering firm will produce any drawings that require a NYS licensed professional engineer or licensed land surveyor to stamp and seal. The ErieNet construction project encompasses NYS, NYSDOT, NYSTA, Rail Roads, Erie County, City of Buffalo, and other municipalities’ property and right of way that may require professional services, in particular underground construction permits. More specifically, this scope of services requires submitting Erie County permits with NYS licensed engineer’s stamped drawings for utility pole replacements within Erie County Right-of-Way.

- A.** Firms are encouraged to include Certified Minority Owned and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet ErieNet LDC’s goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include their Erie County or NYS certification letter with the proposal.
- B.** If you are unable to meet the MBE/WBE goals, then include in your proposal a letter of explanation as to why, and what measures (due diligence) were taken to identify a valid M/WBE subcontractor.

## **C. New York State Labor Law Requirements**

### **a. General**

The Contractor acknowledges this project is a public work and Contractor shall comply with all applicable provisions of the New York State Labor Law (“Labor Law”), including without limitation, the specific provisions cited in this Section.

### **b. Working Hours**

Contractor specifically agrees to comply with Labor Law Article 8 (§200 et seq.), including, but not limited to, the requirements that:

1. No laborer, worker, or mechanic in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or any part of the work included in the Contract Documents shall be permitted or required to work more than eight hours in any one calendar day or more than five (5) days in any one week, except to the extent permitted in the case of extraordinary emergencies described in the Labor Law.
2. The wages to be paid to each laborer, worker, or mechanic in the employ of the Contractor, Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents for a legal day’s work shall be not less than the prevailing rate of wages as defined by the Labor Law.
3. Each laborer, workman or mechanic employed by the Contractor, a Subcontractor, or other person doing or contracting to do all or any part of the work included in the Contract Documents shall be provided the supplements required by Article 8 of the Labor Law.
4. The minimum hourly rate of wage to be paid shall be not less than as designated by the Industrial Commissioner.
5. The Contractor’s and any Subcontractor’s or other person’s filing of payrolls in a manner prescribed by subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to the Owner’s payment of any sums due and owing to the Contractor, Subcontractor or other party for work done on or with respect to the Project.

### **c. Wage Rates**

Contractor specifically agrees, as required by the Labor Law, that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than:

1. the prevailing wage rates as provided in Labor Law Section 220 as amended, or,
2. the minimum wage rates as provided in Labor Law Section 220-d, as amended.

d. Contractor shall comply with prevailing wage rates as issued by the State of New York Department of Labor for the location and duration of this Project.

e. Contractor shall comply with all the requirements of the Labor Law Section 220-a, as amended, regarding mandatory submission of certified payroll records, which shall be included with each application for payment.

f. Anti-Discrimination

Contractor specifically agrees, as required by the provisions of Section 220-e of the Labor Law, as amended, that:

1. In the hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sexual orientation, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
2. No contractor, subcontractor, nor any person on his behalf, shall in any manner, discriminate or intimidate any employee hired for the performance of work under the contract on account of race, creed, color, sexual orientation, or national origin.
3. There may be deducted from the amount payable to the Contractor by the LDC under the contract a penalty at fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
4. The contract may be canceled or terminated by the LDC, and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

g. Sexual Harassment Training

Contractor hereby certifies that each employee assigned by the Contractor to the Project shall annually complete Sexual Harassment Prevention Training that meets or exceeds Section 201-g of the New York Labor Law. Upon request by the LDC, Contractor shall provide the LDC with a copy of Contractor's Sexual Harassment Prevention Training Program and proof of each employee's annual completion of such Sexual Harassment Prevention Training. Contractor shall indemnify, defend and hold the LDC and Contractor's employees, officers, directors and board members harmless from and against any and all claims, suits, actions, debts, liabilities, fines, penalties and expenses, including, attorneys' fees, arising from or caused by Contractor or any of Contractor's employees, subcontractors, suppliers or agents failure to comply with Section 201-g of the New York Labor Law.

**D. Schedule**

**The anticipated schedule for this RFP is:**

RFP Advertisement Date	April 11, 2024
RFP Questions Due	April 18, 2024
RFP Questions Response Due	April 22, 2024
RFP Due Date	April 29, 2024

**E. Inquiries.** Inquiries concerning this RFP should be mailed or emailed to:

ErieNet LDC  
1 Seneca St., 29<sup>th</sup> Fl  
Buffalo, New York 14203  
[Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)

**F. Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by ErieNet.

**G. Instructions to Prospective Contractors/Submission of Proposals**

- a. All firms wishing to participate in this process must register electronically to [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com). All further information and contact from ErieNet will be sent electronically.
- b. Your proposal should be addressed as follows:

ErieNet LDC  
1 Seneca St., 29<sup>th</sup> Fl  
Buffalo, New York 14203  
[Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)

**Request for Proposal**  
**[TIME] [DATE]**  
**SEALED PROPOSAL for Professional Engineering Services**

**\*\* Proposals may be emailed [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com) with subject line reading “Request for Proposal for Professional Engineering Services.”** Failure to do so may result in premature disclosure of your proposal. It is the responsibility of the Offeror to ensure that the proposal is received by ErieNet, by the date and time specified above. Late proposals will not be considered.

- c. Proposals shall be emailed to [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com), and are required to be submitted by 4:00 pm on **April 29, 2024**. There will not be a public opening of Vendor proposals.
- d. Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.

### **3. RESPONDENTS**

- A. **Right to Reject.** ErieNet reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
- B. **Small and/or Minority-Owned Businesses.** Efforts will be made by ErieNet to utilize small businesses, women and/or minority owned businesses.
- C. **Notification of Award.** It is expected that a decision selecting the successful Firm will be made within four (4) weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful Offeror, all Offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful consultant.
- D. No proposal will be accepted from, nor any agreement awarded to any proposer that is in arrears related to any debt or in default of any obligation owed to the LDC or Erie County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the LDC or Erie County.
- E. ErieNet will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.
- F. ErieNet reserves the right to amend this RFP. ErieNet reserves the right to reject any or all proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of ErieNet. ErieNet reserves the right to request additional information from any proposer.

### **4. SCOPE OF WORK**

This Scope of Work has been prepared as a proposal guideline. It is the respondent’s responsibility to propose a scope that the respondent feels would be necessary to complete the project.

The following is a description of the Services to be performed and completed by the successful Proposer:

**A. Scope** (*Tasks include, but are not limited to*):

1. The SELECTED CONSULTANT shall meet with the ErieNet LDC, ECC Technologies, and potentially others to discuss project scope.
2. The SELECTED CONSULTANT shall become familiar with all necessary documents, agreements, and regulations relevant to the project, including ECC Technologies' ErieNet fiber optic network design and construction documents.
3. The SELECTED CONSULTANT shall perform all work necessary to meet the project timeline as outlined in the Project Schedule.
4. The SELECTED CONSULTANT must understand that in-person meetings with the LDC, in Buffalo may be required.
5. The ErieNet LDC will expect the Professional Engineer Consultant to perform the services listed below. Proposals should clearly address all items and follow the requirements and procedures where applicable.

**6. Erie County New or Replaced Poles**

- a. In order to obtain permits to replace utility owned poles in Erie County's right-of-way, ErieNet requires professional engineering services to prepare exhibit maps to include with the permit applications for these pole replacements. It is estimated that there are 600 pole replacements. Pole estimates may be subject to change as final design and construction events dictate.
- b. These exhibit maps are to include the locations of the replacement poles based on GPS coordinates, which have been supplied by the utility companies, and will be supplied by ErieNet to the Professional Engineering firm to utilize in producing the exhibit maps.
- c. The exhibit maps must be stamped by a Professional Engineer. A Traffic Control plan is required for each exhibit map, based on NYSDOT specifications.
- d. All work must meet or exceed the requirements as stated at Erie County website, specifically:

[https://www3.erie.gov/dpw/sites/www3.erie.gov.dpw/files/2023-02/2-21-23-new\\_pole\\_addendum.pdf](https://www3.erie.gov/dpw/sites/www3.erie.gov.dpw/files/2023-02/2-21-23-new_pole_addendum.pdf)

Applicant must provide drawings and specifications approved, signed, and stamped by a New York State licensed professional engineer for each location for which a Permit is sought. These drawings and specifications must show site specific details, including precise and accurate details about the facilities, poles, and/or installations, referenced standards, and any other details deemed necessary and appropriate. The drawings and specifications must demonstrate that the installations are appropriate for the topography, terrain, surrounding area, weight of installations and facilities, tension, and other factors. Applicant is to provide details about the size, type, and anchorage used for the installations. The County will review the drawings and specifications submitted and must deem them acceptable before any Permit will be issued. In addition to the County’s rights provided herein, the County expressly reserves the right to deny the Application, reject the drawings and specifications, and request clarification or supplemental information concerning the Application.

- e. Generate a scaled aerial view base map utilizing NYS GIS mapping, tax maps and available record mapping from the NYSDOT, county, and utility companies.
- f. The exhibit maps will include the following:
  - Cover Sheet
  - Site/Utility Plans with General Notes and Construction Details
  - NYSDOT Standard MPT Details and Notes Sheets
  - Professional Engineer Stamp
  - Locations of the poles to be replaced, and the pole number
- g. Create a Traffic Control plan for each pole replacement location.
- h. The RFP response shall include a sample exhibit map and traffic control plan, based on the following locations:

<b>Street, Road Name</b>	<b>Pole No ELEC</b>	<b>Latitude</b>	<b>Longitude</b>
HOLLAND GLENWOOD RD	59	42.62816	-78.55556
HOLLAND GLENWOOD RD	60	42.62814	-78.55620
HOLLAND GLENWOOD RD	61	42.62813	-78.55681



## 5. SCHEDULE

This is a time is of the essence contract. Permits must be submitted on a timely basis to keep to the overall construction schedule. Work shall commence immediately upon contract execution with weekly submission of permit applications. Construction begins Q2 2024 and shall be substantially complete by Q4 2025.

Permitting begins Q2 2024 and will be substantially completed no later than end of Q4 2024.

## 6. GENERAL PROPOSAL REQUIREMENTS

### A. Experience of Firm/Project Team

Firms, or their principals, responding to this RFP should include an organizational chart, identifying the project manager and team members, with their titles.

### B. Experience, Depth and Breadth of Personnel

The project team should have a full range of relevant industry expertise. Primary personnel in each of the noted disciplines must be identified by name and office location, with resumes included, and should demonstrate satisfactory experience in the past 10 years and depth in each of the required disciplines. This should also include identifying the firm's role within any project and the year(s) in which the work took place.

### C. Approach and Methodology

Respondents to this RFP should include a brief narrative explaining their approach. The narrative should outline the products and tasks to be provided in response to the recommended Scope of Work outlined above.

### D. Fee Proposal

All proposals must contain a scope of services delineated, inclusive of all expenses (there will be no reimbursable). Proposals must include a cost breakdown per Schedule A – Proposer Certification, Fee Proposal Pricing, as well as an Hourly Personnel Rate Schedule.

### E. Hourly Personnel Rates

As a supplement, a schedule of billable rates for all key personnel (e.g., Principal-in-Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal. Proposals must also include the ranges of billable rates for technical staff and support personnel. Firms shall note separately the firm's Overhead & Profit rate that is to be added to each hourly rate.

NYS Prevailing wage applies to any labor categories covered by NYS DOL prevailing wage.

## **6. PROCUREMENT EVALUATION & SELECTION PROCESS**

This contract will be awarded in accordance with the Competitive Proposal procurement methods per ErieNet's Procurement Policy. The intent of this RFP is to award a contract to the responsible firms that qualifications and other factors considered are most advantageous to ErieNet, based on the opinion of ErieNet's Board members. Only ErieNet is in the position to determine its own best interest; therefore, ErieNet shall be the sole and final judge in determining the quality and appropriateness of candidates.

All suppliers and vendors should understand that ErieNet is committed to an open, fair, and transparent selection process. All RFP submissions will be reviewed, objectively scored, and ranked. Short listed companies may be interviewed prior to recommendation for selection.

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. ErieNet reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- a) Proposer's demonstrated capability to provide the material and services.
- b) Proposer's experience to perform the proposed services.
- c) Proposer's commitment to including Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- d) Proposer's financial ability to provide the services.
- e) Evaluation of the proposer's cost proposal and unit pricing. It should be noted that while price is not the only consideration, it is an important one.
- f) A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- g) An evaluation of the proposer's submit product specifications and supporting information meets the RFP technical specifications and delivery schedule.
- h) The proposer's presentation at and the overall results of any interview conducted with the proposer.
- i) Proposers must be concise as possible with their responses.

ErieNet may develop a short list of proposals, and interviews/presentations may be required. Scoring and ranking will include the following factors:

### **A. VALUE (40%)**

1. Fee Proposal
2. Hourly Personnel Rate Schedule

### **B. PERFORMANCE (20%)**

1. Completeness and compliance with the RFP documents, including all required submittal information and proposal forms.

2. References with contact information for projects of similar scope and solution completed within last 3 years.
3. Ability to meet or exceed specifications.
4. Distinguishing features of proposed solution
5. Ability to demonstrate vendor financial viability.

C. Schedule (20%)

D. MWBE GOALS (20%)

The highest-ranking firm after scoring and interviews will be recommended to the ErieNet Board of Director for authorization to enter into contract. Scores and ranking of all firms will be provided to the ErieNet LDC for a final award determination.

## 7. STATEMENT OF RIGHTS

### UNDERSTANDINGS

**Please take notice**, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with ErieNet LDC, and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with ErieNet for the required services;
- by submitting a proposal, the proposer agrees and understands that ErieNet is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from ErieNet, its officers, employees or agents, shall not be binding against ErieNet, its officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the ErieNet LDC Board.
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that ErieNet reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
  - To reject any or all proposals;
  - To issue amendments to this RFP;

- To issue additional solicitations for proposals
  - To waive any irregularities in proposals received after notification to proposers affected;
  - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
  - To conduct investigations with respect to the qualifications of each proposer;
  - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
  - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
  - To select the proposal that best satisfies the interests of ErieNet and not necessarily on the basis of price or any other single factor;
  - To interview the proposer(s);
  - To request or obtain additional information ErieNet deems necessary to determine the ability of the proposer; and
  - To modify dates.
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from ErieNet for the expenses of preparation. ErieNet assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.
  - While this is an RFP and not a bid, ErieNet reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process.
  - ErieNet is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

## **CONTRACT**

After selection of the successful proposer, a formal written contract will be prepared by ErieNet and will not be binding until signed by both parties and, if necessary, approved by the ErieNet LDC Board. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY ERIENET FOR SUBMISSION TO THE ERIENET LDC BOARD FOR APPROVAL. THE APPROVAL OF SAID LDC BOARD MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY ERIENET.

## **INDEMNIFICATION AND INSURANCE**

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and ErieNet:

“In addition to, and not in limitation of the insurance requirements contained herein the Vendor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of ErieNet, the Vendor shall indemnify and hold harmless ErieNet, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Vendor or third parties under the direction or control of the Vendor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and ErieNet, the proposer will be required to provide proof of the insurance coverage described in Schedule “B”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by ErieNet Attorney.

## **NON-COLLUSION**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the ErieNet LDC, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any ErieNet employee, officer or official.

## **CONFLICT OF INTEREST**

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of ErieNet or County of Erie. Further, all proposers must disclose the name of any ErieNet or County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with ErieNet. The existence of a conflict shall be grounds for termination of a contract.

## COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

## CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

a) insert the following notice in the front of its proposal:

### **“NOTICE”**

**The data on pages \_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.**

**The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that ErieNet considers proper under the law. If ErieNet enters into an agreement with this proposer, ErieNet shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page:

**“THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”**

ErieNet assumes no liability for disclosure of information so identified, provided that ErieNet has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by ErieNet, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

**EFFECTIVE PERIOD OF PROPOSALS**

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does ErieNet have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

**SCHEDULE "A"**  
**PROPOSER CERTIFICATION**

**PRICING**

The RFP response shall include a price per pole, including a traffic control plan, as follows:

- Price per pole-one pole per exhibit map \$ \_\_\_\_\_
- Price per pole-two poles per exhibit map \$ \_\_\_\_\_
- Price per pole-three or more poles per exhibit map \$ \_\_\_\_\_

**HOURLY PERSONNEL RATE SCHEDULE**

**As a supplement, a schedule of billable rates for all key personnel (e.g. Principal-in-Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal. Proposals must also include the ranges of billable rates for technical staff and support personnel.**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with ErieNet and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with ErieNet for the required services. The undersigned agrees and understands that ErieNet is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against ErieNet, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of ErieNet and, if necessary, approved by the ErieNet LDC Board.

It is understood and agreed that ErieNet reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that ErieNet reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of ErieNet is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

\_\_\_\_\_  
*Proposer Name*

By: \_\_\_\_\_  
*Name and Title*



**SCHEDULE "B"**  
**ErieNet Local Development Corporation**  
**Standard Insurance Requirements**

ErieNet Local Development Corporation requires the following insurance:

Acord 25- Certificate of Insurance providing coverage for the State of New York with an AM Best Rating of A- or higher.

**Commercial General Liability:** Additional insured, Waiver of subrogation and Primary and Non-Contributory. Provide a copy of each endorsement with the certificate of insurance.

Limits of liability coverage no less than:

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Per Occurrence:	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Fire Damage Liability	\$ 100,000
Medical Payment (per person)	\$ 5,000

Blanket Additional Insured endorsement to include - Owner, Lessees or Contractors - Automatic Status For Other Parties When Required in Written Construction Agreement - Wording should include any other person or organization you are required to add as an additional insured under the contract or agreement.

**Automobile Liability Insurance:** Automobile liability insurance covering owned, non-owned, and hired vehicles with the limits of \$1,000,000 combined single limit for bodily injury, including death and property damage.

**Umbrella/Excess Liability:** Require a limit of at least \$5,000,000. Coverage responds on a follow form basis and excess over the underlying policy limits. Erie Net LDC shall be names additional insured with coverage on a primary and non-contributory basis.

**Workers Compensation/Disability Insurance:**

The Company and/or Project Owner shall provide evidence of insurance and maintain Workers Compensations/Disability insurance as required by their state of residence.

## Accepted Forms

Workers Compensation Forms		DBL (Disability Benefits Law) Forms	
CE-200	Exemption	CE-200	Exemption
C-105.2	Commercial Insurer	DB-120.1	Insurers
SI-12	Self-Insurer	DB-155	Self-Insured
GSI-105.2	Group Self-Insured		

If a company and/or project owner have no employees, the company and/or project owner shall provide a completed and signed form CE-200

### **Contracts with IT or Engineers subcontractors:**

**Professional Liability** with minimum limit of \$1,000,000, shall be kept in force at least one year after final payment.

**Cyber Liability** with a minimum limit of \$1,000,000, First and Third-party coverage

### **Certificate of insurance be issued to the following:**

#### **ErieNet Local Development Corporation**

1 Seneca St., 29<sup>th</sup> Fl  
Buffalo, NY 14203

- XII. The "ACORD" form certificate may be used in place of ErieNet Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

