



COUNTY OF ERIE

REQUEST FOR PROPOSALS (“RFP”)
TO PREPARE APPROPRIATE NEW YORK
STATE ENVIRONMENTAL QUALITY
REVIEW (SEQR) DOCUMENTS AND
PERMITTING ASSOCIATED WITH A NEW
BUFFALO BILLS STADIUM

RFP #2022-024VF

April 4, 2022

**DEPARTMENT OF ENVIRONMENT AND PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

County of Erie

REQUEST FOR PROPOSALS

RFP#2022-024VF

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TO PREPARE APPROPRIATE NEW YORK STATE
ENVIRONMENTAL QUALITY REVIEW (“SEQR”) DOCUMENTS
AND PERMITTING ASSOCIATED WITH A NEW BUFFALO BILLS
STADIUM**

1. INTRODUCTION

The County of Erie, New York (the “County”) is currently seeking Proposal Statements from qualified environmental consulting and/or other appropriate companies interested in preparing appropriate New York State Environmental Quality Review (“SEQR”) documents and permits associated with a new Buffalo Bills stadium. Proposers interested in providing the aforementioned services are invited to respond to this request.

2. GENERAL INFORMATION AND REQUIREMENTS

A. Proposal Time Frames

The following schedule is for informational purposes only. The County reserves the right to amend this schedule at any time.

Issue RFP:	April 4, 2022
Requests for Information due:	April 8, 2022, 5:00 pm (EST)
Response Date to Questions:	April 12, 2022
Proposals Due:	April 19, 2022, 12:00 PM (EST)

Contract Signed: **Following successful negotiations & all necessary approvals**

B. Proposals must be received at the below address no later than 12:00 PM, April 19, 2022:

**Daniel R. Castle, AICP Commissioner
Erie County Department of Environment & Planning
Rath Building, Room 1012
95 Franklin Street
Buffalo, New York, 14202**

- C. **Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.**
- D. **One (1) original, six (6) print copies, and one (1) electronic copy in PDF format (formatted to print on standard letter size paper) on flash drive of the proposal are required to be submitted by 12:00 pm on April 19, 2022.**
- E. **All firms wishing to participate in this process should register electronically with Mark Rountree, Chief Planner with the County’s Department of Environment and Planning (“DEP”) at Mark.Rountree@erie.gov. All further information and contact from Erie County will be sent electronically.**
- F. **ERIE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN.**
- G. This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.
- H. Proposers may be required to give an oral presentation to the County to clarify or elaborate on their written proposal. Those proposers will be notified to arrange specific times.
- I. 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 County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- J. The County 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.
- K. The County reserves the right to amend this RFP dependent upon the extent to which the Buffalo Bills agree to provide SEQOR documentation and technical analysis related to the “scope of work” described herein. The County 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 the County. The County reserves the right to request additional information from any proposer.
- L. The County reserves the right to amend this RFP depending on the extent of SEQOR documentation and technical analysis that the Bills may agree to prepare. The County 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 the County. The County reserves the right to request additional information from any proposer.

3. SCOPE OF WORK

BACKGROUND:

The Buffalo Bills, Western New York's National Football League (NFL) franchise team, (hereinafter referred to as the "Team"), currently plays its home games at Highmark Stadium in the Town of Orchard Park, NY. The current stadium is part of a 215-acre complex owned by the County and leased to the Erie County Stadium Corporation ("ECSC")¹, which in turn leases this complex to the Team. In addition to the stadium, the complex includes a Team practice facility, administrative offices, and surface parking areas on an approximate 114-acre parcel to the east of Abbott Road, with another 101 acres to the west of this road containing additional surface parking lots that are part of the State University of New York ("SUNY") Erie South Campus, the County's two-year community college, which is chartered by SUNY (hereinafter collectively referred to as the "Complex").

By way of background, Highmark Stadium opened in 1973 as an 80,000+/- seat facility with parking for roughly 16,000 vehicles. Later renovations to add club/luxury sections reduced the total seating capacity to just under 74,000 people. Although the stadium has undergone several rounds of capital maintenance and upgrades over the years, it is approaching the end of its useful life, particularly in light of changes in NFL stadium requirements over the last 50 years. The Team, ECSC, and the County are parties to a 2013 Master Lease for the Complex, which expires on July 30, 2023, at which point it can be extended on a year-to-year basis in anticipation of the development of a new stadium facility to replace Highmark Stadium.

Over the course of a three-year period, the Team undertook various studies in order to learn fan-base preferences relative to the possibility of a new stadium; the location of a new stadium, as well as the type of building. Thereafter, in March of 2022, the Team, the County and the ECSC entered into a Memorandum of Understanding (MOU) to outline the basic responsibilities to jointly fund, plan, design, construct, and operate a new, estimated \$1.4 billion stadium facility for the Team at a site in Orchard Park located to the west of the current Complex (hereinafter collectively referred to as the "Project" or "Proposed Action"). Upon completion of SEQR, the County, ECSC, and the Team will enter into all necessary binding agreements. In turn, all other involved agencies would use the subject SEQR documentation as the bases for their reviews in conjunction with their respective jurisdictions over the Project.

¹ ECSC is a New York State public benefit corporation established in 1998 as a subsidiary of the New York State Urban Development Corporation doing business as Empire State Development (ESD), New York State's primary economic development entity.

The Proposed Action to be evaluated under SEQR would include the following components:

- Transfer ownership of land and all associated facilities encompassing the Complex (i.e., administrative offices, practice facility and other ancillary stadium support buildings) from the County to ECSC. Also included is the transfer of additional land (acreage to be determined) on the SUNY Erie South campus to ECSC to augment existing stadium complex lands on the west side of Abbott Road to facilitate a site for the new stadium.
- Development by the Team of a new, approximately 1.35-million-square-foot, 5-6 level stadium facility with minimum seating capacity of 60,000, an approximate ground-level footprint of 15 acres and an approximate 75,000-square-foot maintenance and staging building associated with this new stadium. All facilities will be owned by ECSC and leased to the Team for its use, with a targeted opening date in time for the 2026 NFL season.
- Razing of Highmark Stadium and then filling, re-grading, and paving of the remaining land to incorporate it into the surface parking facilities for the stadium complex.

Under the terms of the MOU, the County (upon formal solicitation/establishment), will serve as lead agency responsible for undertaking the environmental review of the proposed Project in accordance with the requirements of the New York State Environmental Quality Review Act (“SEQRA”) and its implementing regulations under Title 6 NYCRR, Part 617. The County, through DEP, will perform all necessary SEQR activities and determinations.

The County is soliciting a qualified consulting firm and/or team (“Consultant”) to address all tasks in the Scope of Services below and comply with all New York State requirements to fully consider the potential social, economic, and environmental impacts of the Project, in order for the County and other SEQR “involved agencies” to make necessary evaluations, determinations of significance, and any associated findings.

COMPLIANCE WITH SEQRA REQUIREMENTS:

The Project will involve the physical alteration of more than 10 acres of land and the development of a structure containing more than 100,000 square feet of gross floor area in a municipality with a population of less than 150,000 persons and is classified as a “Type I” action under 6 NYCRR 617.4. A Type I action, given its scale, is typically more likely to result in significant impacts and may warrant—but not require—the preparation of an Environmental Impact Statement (EIS) under SEQR. The Proposed Action would largely involve development/operation of a new stadium of a similar size as the existing Highmark Stadium in a location adjacent the current stadium. The County wishes to undertake all key technical analyses to evaluate and make an informed decision regarding the significance of potential social, economic and environmental impacts, and the need for an EIS.

Thus, for the purposes of this Scope, consideration of two possible SEQR Determinations of Significance are to be incorporated into this response:

- Negative Declaration; or
- Positive Declaration.

The requested scope of work includes the preparation of a Full Environmental Assessment Form (“EAF”), accompanied by a technical addendum outlining a topic by topic screening analyses, and where necessary, technical appendices for certain areas. If a Positive Declaration is warranted and a full EIS is required, the Consultant would conduct the EIS under a scope modification to be negotiated at a later date.

BE ADVISED: It is expected that the Team will conduct and provide some of the technical analysis and studies that will be required to complete the SEQR documentation and determination of significance by the County. However, the extent to which the Team will conduct the environmental analysis has not been determined as of the date of this advertisement. As such, the County reserves the right to modify the scope of work detailed below following the submittal of proposals, as necessary.

The work will likely include, but is not limited to, the following:

Project Kickoff and Review of Background Materials

The Consultant shall be responsible for leading a project kickoff meeting to solicit information from all Project participants and to facilitate transfer of background reports, contacts for information/feedback, and milestones in the overall SEQR schedule. For purposes of fee estimates, it can be assumed that this meeting can be conducted virtually or on a hybrid basis (selected members in person, with some participants attending remotely, as necessary).

Project Meetings and Agency Consultations/Contacts

The Consultant shall be responsible for leading bi-weekly progress meetings to track necessary decision points and milestones.

The Consultant shall also be responsible for any necessary interagency coordination and contacts, including but not limited to State Historic Preservation Office (“SHPO”) consultation in accordance with Section 14.09 of the NYS Historic Preservation Act, coordination with NYS Department of Environmental Conservation (“NYSDEC”) and US Fish and Wildlife Service for any existing species of concern, and State/County/Local / Buffalo Bills officials involved in gameday transportation management.

Public Involvement and Engagement

The Consultant will coordinate and lead at least one (1) Public Scoping Meeting to facilitate public feedback and obtain comments early in the SEQR process to refine the scope of the SEQR EAF analysis. The Consultant shall also coordinate and lead one (1) Public Meeting/Hearing following the release of the draft EAF document in order to

receive and consider further input from the interested/involved agencies and the public. The Consultants are encouraged to propose their own approach to effectively conducting the Public Scoping Meeting and the EAF Public Meeting/Hearing.

The Consultant also shall include at least one (1) formal presentation to the Erie County Legislature.

Preparation of Full Environmental Assessment Form with Addendum

The County shall prepare Part 1 of a Full EAF using best available information in order to solicit lead agency status among various potential involved agencies in accordance with SEQR regulations. The Consultant shall use that Part 1 as a base of information and refine/update accordingly over the course of its technical analyses. The Consultant shall also be responsible for completing Part 2 of the EAF and if necessary, Part 3.

The Consultant shall prepare an addendum to the Full EAF that provides a summary discussion of all of the considerations made and rationale that sets the basis for various responses to the questions/criteria included in Part 2 of the EAF. The addendum shall be formatted like a standard report, with appropriate text, tables, and graphics, and be ordered to match the categories of potential social, economic, and environmental impacts listed in Part 2 of the EAF.

EAF Technical Assessments/Appendices

The Consultant shall be responsible for undertaking a series of screening analyses that, depending upon the length of the respective documentation, may either be included in the body of the EAF addendum or summarized in the addendum with a full report attached as a technical appendix.

Alternatives Considered. Both the Team and ESD undertook analyses in 2020/2021 of various Project alternatives, including renovation of the existing stadium in lieu of new construction; new development of a stadium at a downtown site in the City of Buffalo; and new development of a stadium at the aforementioned location in Orchard Park. Additionally, ESD undertook a prior study in 2014 that evaluated a number of sites in the City of Buffalo, Buffalo suburbs, and the City of Niagara Falls, inclusive of the downtown Buffalo and Orchard Park sites recently evaluated. The Consultant shall be responsible for the preparation of a concise technical summary of these various reports, the anticipated costs and impacts reported to be associated with each alternative, and the rationale of the Project sponsors in identifying the Orchard Park site.

While it is understood that the Team’s preference is for a new stadium in Orchard Park, it is important for the County to consider reasonable alternatives in this SEQR analysis, including renovation of the existing Complex and the previously considered downtown location, prior to making an informed decision regarding the Proposed Action.

Transportation and Parking. Given the scale of the Project, the Consultant shall undertake a transportation and screening analysis for any transportation and parking impacts, both during the multi-year construction and once the new stadium is completed. The Consultant

shall evaluate transportation management and parking procedures employed currently and document implications during the construction period and after full project completion (i.e., razing/restoration of Highmark Stadium site).

Cultural Resources Investigation and Consultation. To the County’s knowledge, neither the Project site nor adjoining areas contain any structures or buildings that are listed on the State or National Registers of Historic Places (S/NRHP). Despite that, the site is within an “archeologically sensitive” area, as defined by SHPO, and the Project site has been relatively disturbed, suggesting a low probability to encounter intact S/NRHP-eligible archaeological resources. These facts, however, have not been fully documented and submitted to SHPO as part of the SHPO §14.09 consultation. The Consultant shall be responsible for initiating SHPO consultation through the State’s Cultural Resources Information System (“CRIS”) and should be prepared to undertake a Phase IA Cultural Resources Investigation. Any subsequent work on this topic (Phase IB, Phase II investigations) should be assumed to be covered in a contract amendment if deemed necessary.

Visual/Aesthetic Resources. The Consultant shall be responsible to document the visual and aesthetic setting of the Project site and its surrounding and evaluate the visual effects of the Project based upon the updated conceptual architectural images that will be provided by the Team.

Water/Ecological Resources. The Project location does not contain any mapped wetlands or watercourses, but is located near a stream and tributaries of the South Branch of Smokes Creek to the east of the current Complex, which is a Federal Wetland. The Consultant shall be responsible for confirming this and outlining measures to avoid effects to these resources, if required.

Stormwater. The Project site is predominantly impervious surface. The selected Consultant will be responsible for evaluation of project relative to stormwater.

Utilities/Public Services. Based upon the location of the current Complex, it is assumed that the Project location is serviced by all necessary utilities. The Consultant shall confirm with the Project designers on the need for extension and/or expansion for necessary services associated with the needs of the new stadium and document the implications of providing those improvements, as necessary, from an environmental review perspective. The Consultant shall work with the Erie County Division of Sewerage Management to evaluate connections to Sewer District No 3.

Hazardous/Contaminated Materials. Past uses of the current or proposed stadium locations do not suggest any significant past releases of hazardous or contaminated materials, however, considering the Project involves the razing of the current stadium, it may result in the generation of selected waste streams that require formal management. The Consultant shall be responsible for conducting various data searches and evaluations equivalent to those undertaken for a Phase I environmental site assessment to screen the

potential for encountering any such issues during construction and appropriately document this evaluation.

Schedule

Consultants should consider an expedited timeline for the production of materials. The technical work associated with the County making a determination of significance (i.e., a “Negative Declaration” or “Positive Declaration”) for the proposed Project should, to the extent possible, be completed within four to six months from contract execution, depending on the availability of relevant information from the Team. Consultants shall provide a Schedule for completion of the EAF to include key milestones and deliverable dates.

Preparation of EIS components (Unpriced Option)

The need to prepare an EIS will be made following the preparation of the EAF and determination of Significance. While this scope includes the preparation of an EIS if warranted, the Consultant is not required to include a scope or cost estimate for this work at this time. The preparation of an EIS is considered an unpriced option, which will be negotiated with the County if a Positive Declaration is made.

Should the County’s review of the Full EAF and associated technical reports indicate potential significant impacts that would warrant the issuance of a Positive Declaration, the Consultant shall be responsible for the undertaking of all necessary additional tasks and document preparation, inclusive of:

- Preparation of a **draft scoping document**, derived largely from information in the Full EAF;
- Undertaking a **public scoping meeting/comment period** and cataloguing all comments in a **final scoping document**;
- Preparation of a **Draft EIS**, with any necessary additional documentation beyond that conducted for the Full EAF;
- Undertaking a **public hearing** to solicit comments on the Draft EIS and subsequent cataloguing all comments received;
- Preparation of a **Final EIS**, which would include responses to all substantive comments and selected revisions or refinements to the Draft EIS; and
- Preparation of a **Findings Statement**, stating the County’s decision on the Project, anticipated impacts, and agreed-upon mitigation.

PRE-DEVELOPMENT PERMITTING:

The Consultant may be responsible for the production and submittal of completed pre-development permits to the satisfaction of the permitting and regulatory agencies. At this point, it is unclear whether the County, ECSC, or the Team will be applying for applicable

permits. The Consultant should consider permit applications to be an unpriced option to this scope of work. At such point as the responsibilities are determined, the County may negotiate with the Consultant to obtain pre-development permits that are determined to be the County's responsibility.

PRIOR RELATED DOCUMENTS:

Firms responding to this RFP are encouraged to review material contained within previous study conducted by ESD, including the “*Preliminary Buffalo Bills Stadium Analysis*” (11/1/2021). The analysis addresses a variety of topics, including consideration of renovation of Highmark Stadium versus the development of a new stadium; consideration of a new stadium in a downtown Buffalo site versus near the existing stadium in Orchard Park; consideration of an open-air stadium versus an enclosed stadium; and consideration of economic and fiscal impacts related to potential ancillary development, the ongoing operations of the Team, and the potential lost impact if the Team were to relocate to another market. The Report is available here: <https://esd.ny.gov/esd-media-center/reports/preliminary-buffalo-bills-stadium-analysis>

4. BACKGROUND/EXPERTISE OF PARTICULAR VALUE

- A. All SEQR experience within the past 10 years;
- B. Conducting SEQR relative to high profile projects involving major public infrastructure investment;
- C. Demonstrated experience with conducting SEQR documentation in short time frames;
- D. Background in similar projects of this nature; and
- E. Experience and approach to conducting effective public engagement efforts.

Firms should only include project experience of current firm staff and roles related to this scope of work.

5. 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 and roles. Resumes should only be provided for personnel on the project team and should be limited to project relevant experience.

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. Similar project experiences noted in proposal should include personnel still employed by the firm. Examples of similar work may be provided.

C. Approach and Methodology

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

D. Cost and Budget

The Consultant's contract will be a lump sum cost contract. Therefore, all proposals must contain a Lump Sum Cost Proposal for each scope of services delineated. Proposals must include a breakdown by task, hours, and labor rates for the various work efforts to be undertaken that set the basis for each lump sum fee, along with a listing of all reimbursable expenses. Submit cost proposal in a separate sealed envelope and as a separate pdf file (formatted to print on standard letter size paper) in the flash drive along with the proposal for services.

E. Hourly Personnel Rates

As a supplement, a schedule of billable rates for all key personnel (Principal-in-Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal in the event that an additional scope of work will be required that would result in negotiating a Contract Amendment. 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.

6. SCORING, EVALUATION AND SELECTION PROCESS

Selection Criteria:

The County's selection committee will review the proposal submissions and/or statement of qualifications. The qualifications will be comparatively evaluated based upon the requirements stated in the body of this RFQ/RFP and in accordance with the following criteria, listed in order of decreasing importance:

A. Background of Firm	Number of Points
1. Experience and performance of firm	15
2. Specific experience on this type of project	15

3. Staff assigned to project	10
4. Local presence for firm	5
5. M/WBE participation	10

B. Approach to Project

1.Understanding of County’s program and intent	15
2.Understanding of tasks	10
3.Schedule	10
4.Other factors	5
Total	100

7. SUBMISSION OF PROPOSALS

- A. All firms wishing to participate in this process must register electronically to Mark Rountree, Chief Planner, at Mark.Rountree@erie.gov. All further information and contact from the County will be sent electronically.
- B. Respondents are encouraged to be as concise as possible in their responses.
- C. **Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.**
- D. **One (1) original, six (6) print copies, and one (1) electronic copy in PDF format (formatted to print on standard letter size paper) on flash drive of the proposal are required. Submit cost proposal in a separate sealed envelope and as a separate pdf file in the flash drive along with the proposal for services. Proposals MUST be signed. Unsigned proposals will be rejected.**
- E. **Proposals must be received at the below address no later than 12:00 PM, April 19, 2022:**

Daniel R. Castle AICP
Commissioner
Erie County Department of Environment & Planning
Rath Building, Room 1012
95 Franklin Street
Buffalo, New York, 14202

Reference your submission as: **“New Stadium SEQR and Permitting Proposal”**.

For consideration, the consultant must submit both the qualification statements and the proposal form. Cost Proposals shall be submitted in a separately sealed envelope. Clearly mark on the envelope “SEQR PROPOSAL – DO NOT OPEN”. Open proposals submitted will not be considered. The County is under no obligation to return proposals.

- F. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.
- G. Any requests for RFP interpretations should be made electronically to Mark Rountree (mark.rountree@erie.gov) by close of business on April 8, 2022. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
- H. All consultants should understand that the County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms may be interviewed prior to recommendation for selection.
- I. The highest-ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will at that time become public record.
- J. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Consultant shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification attached hereto as **Schedule C**. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Consultant, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Company’s compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
- K. All Proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of the County within the 12 months immediately prior to the proposal.

- L. All Proposers must provide a list of at least 3 references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered. References are also required for inspectors being planned for this project.

8. STATEMENT OF RIGHTS

A. UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the Proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County 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 the County for the required services;
- by submitting a proposal, the Proposer agrees and understands that the County 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 the County, its officers, employees or agents, shall not be binding against the County, 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 Erie County Legislature and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the Proposer also understands and agrees that the County reserves the right, and may at its sole discretion; exercise the following rights and options with respect to this RFP:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities or informalities 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 the County and not necessarily on the basis of price or any other single factor;
- To interview the Proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the Proposer;
- 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 the County for the expenses of preparation. The County 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, the County reserves the right to apply the case law under New York State General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process; and
- The County 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.

B. EVALUATION

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

- The Proposer’s demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- The Proposer’s experience in performing the proposed services.
- The Proposer’s financial ability to provide the services.

- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the Proposer’s projected approach and plans to meet the requirements of this RFP.
- The Proposer’s presentation at and the overall results of any interview conducted with the Proposer.
- Proposers **MUST** sign the Proposal Certification attached hereto as **Schedule A**. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

C. 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 the County:

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

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer shall indemnify and hold harmless the County, 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 Proposer or third parties under the direction or control of the Proposer; 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 the County, the Proposer will be required to provide proof of the applicable insurance coverage.

Insurance coverage in amount and form, as outlined in **Schedule B**, shall not be deemed acceptable until approved by the County Attorney.

D. INTELLECTUAL PROPERTY RIGHTS

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

All deliverables created under this Agreement by the Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer hereby assigns

to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, indemnify, and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Proposer agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Proposer in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Proposer may retain copies of such records for its own use.

E. 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 County of Erie, 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 County employee, officer or official.

F. CONFLICT OF INTEREST

All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee or Board member of the Buffalo Bills, ECSC and/or the County. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) 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 the Buffalo Bills, ECSC and/or the County. The existence of a conflict shall be grounds for termination of a contract.

G. 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.

H. 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 the County considers proper under the law. If the County enters into an agreement with this Proposer, the County 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 following: **"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County 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 the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

I. EFFECTIVE PERIOD OF PROPOSALS

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

9. PROPOSAL CONTENT

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. All proposals must be **limited to twenty (20) pages double sided**. Front and back covers and sectional dividers will not be counted towards the maximum number of pages allowed. The proposal shall include a clear table of contents addressing the following requirements of the RFP:

1. **RFP Coversheet:** Firm must return the completed "New Stadium SEQR RFP Coversheet" with their proposal. It is supplied in this request document prior to Schedule A.
2. **Additional Information:** Brief description of the Proposer, including its location, years in business, history and philosophy. Include an outline of the Proposer's ownership, officers, and executive management.
3. **Contact Information:** To facilitate communications regarding this RFP, please state clearly the following:

FIRM NAME:
CONTACT PERSON NAME:
ADDRESS:
TELEPHONE NUMBER:
FAX NUMBER:
E-MAIL ADDRESS:

4. **Project Statement:** This is a statement of the firm’s understanding of the project scope of work and acknowledgement of any addenda issued for this RFP.
5. **Qualification Statement:** A narrative describing the Proposer’s capabilities and unique qualifications, including all pertinent information that would substantiate the Proposer’s capabilities as they pertain to the specified services of this RFP.
6. **Manpower Commitment:** Provide information regarding the ability to meet the project schedule based on workload, including an organizational chart indicating the staff that may be assigned to the contract and their responsibilities. Indicate the location of the office(s) where the work would be performed. List current or anticipated obligations, which will require professional or technical manpower commitments from the same office that will be utilized for this project. Indicate the size of these jobs and their aggregate manpower requirements. In addition, the firm needs to supply a list of contracts that are presently open with the Team, ECSC/ESD, Erie County Dept. of Public Works, Highways Division, Building and Grounds Division and Dept. of Environment and Planning.
7. **Quality Assurance and Control:** A detailed discussion of the methodology used by the firm to assure quality control and assurance is to be provided.
8. **M/WBE Utilization Plan:** A plan shall be submitted with this proposal stating how the firm intends to meet the following criteria:
 - a. The Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) participation goals for this project will be 15% MBE and 5% WBE (Erie County Local Law No. 9-2005).
 - b. Certified Minority Business Enterprise/ Women’s Business Enterprise (MBE/WBE) proposers should include the Erie County MBE/WBE Certification letter with their proposal.
 - c. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.
9. Include the signed **Schedule A - Proposer Certification.**
10. Include the signed **Schedule B - Erie County Equal Pay Certification.**
11. List of Officers and Board of Directors.

12. **Second Sealed Envelope Contents (hard copy only):**

The cost proposal shall be a list of titles and hourly rates, these rates are to be loaded rates including overhead and profit costs. Erie County does not pay mileage within Erie County; this will not be a line item in the contract.

NEW STADIUM SEQR RFP COVERSHEET
RFP# 2022-024VF: NEW STADIUM SEQR AND PERMITTING RFP

Name of Organization:	
Organizational Mailing Address:	
President/CEO:	
President's/CEO's Phone Number:	
President's/CEO's Email:	
Project Contact Person:	
Project Contact Person's Phone Number:	
Project Contact Person's Email:	
Company Website:	
Federal Employer ID# (FEIN):	
Is company debarred/suspended from receiving funds/doing business with the Federal government?	
Please provide DUNS #, if available:	
Is respondent a non-profit or unit of government?	
If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such:	
If non-profit, please provide roster of respondent's volunteer board:	Please provide attachment
Is company a Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE)?	Please provide the Erie County MBE/WBE Certification Letter as attachment
Is company a Veteran-Owned Business?	Please provide the letter indicating their company is 51% or more veteran-owned as attachment
Name, title, and department of any employee or officer who was an employee or officer of the Buffalo Bills, ECSC and/or Erie County within the 12 months immediately prior to the proposal:	

SCHEDULE "A"
PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie 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 the County of Erie for the required services. The undersigned agrees and understands that the County of Erie 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 the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie 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 the County of Erie 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 the County of Erie 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"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted

- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.
Use Applicable Certificates Below:

Workers Compensation Forms

	Exemption
CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

	Exemption
CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

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

SCHEDULE "C"

ERIE COUNTY EQUAL PAY CERTIFICATION

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

A)
_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____, 20__
