



**ERIE COUNTY  
REQUEST FOR PROPOSAL (RFP)  
FOR DESIGN, ENGINEERING, AND  
CONSTRUCTION MANAGEMENT  
SERVICES OF A MIDDLE MILE FIBER  
OPTIC NETWORK**

**RFP #: 2022-026VF**

**April 22, 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 #: 2022-026VF

### REQUEST FOR PROPOSAL (RFP) FOR DESIGN, ENGINEERING, AND CONSTRUCTION MANAGEMENT SERVICES OF A MIDDLE MILE FIBER OPTIC NETWORK

#### 1. INTRODUCTION

The County of Erie, New York (“County”) is seeking proposals from a qualified partner for design, engineering, and construction management services of 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”).

The project is being funded by 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 County’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.

#### 2. GENERAL INFORMATION AND REQUIREMENTS

In 2017, the County contracted with ECC Technologies, Inc. (“ECC”) to produce the *Erie County Broadband Feasibility Study* (“Study”). The purpose of the Study was to assess the current status of broadband within Erie County and develop guidance for the planning and development of broadband improvement strategies.

The Study provided an overview of current broadband infrastructure, market analysis, GAP Analysis and a variety of recommendations to improve broadband accessibility. The most proactive recommendation is for the County to pursue the development of an OAN, to create the infrastructure necessary to expand broadband access throughout the County. In 2019, County Executive Mark C. Poloncarz announced that the County would pursue the development of an OAN named ErieNet.

The Study provided the starting point for the development of ErieNet which included creating a conceptual design of the network, a financial pro forma, estimated construction cost, annual operations and maintenance costs.

In 2021, ErieNet contracted with RFP winner ECC to produce a Business Plan which identifies both organizational (administrative, marketing, sales, engineering, and operational) and financial (revenues, expenses, and capital) components for a countywide fiber network.

Proposers will have access to a copy of both the aforementioned Study and Business Plan upon execution of a Non-Disclosure Agreement including engineering documents scoping out a 10% design plan.

Erie County is seeking a partner that can design, engineer and provide construction management services, to build an affordable and reliable, fiber optic middle mile network to support high-speed broadband internet to businesses, residences, and other entities.

- A. Firms are encouraged to include Certified Minority Owned 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.

**B. Schedule**

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

RFP Advertisement Date	4/22/2022
RFP Questions Due	5/4/2022
RFP Questions Response Due	5/9/2022
RFP Due Date	5/20/2022

- C. Proposals must be received at the below address no later than **12:00PM on May 20, 2022:**

**Daniel R. Castle, AICP, Commissioner  
Erie County Department of Environment and Planning  
Rath Building, Room 1053  
95 Franklin Street  
Buffalo, New York, 14202**

- D. Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.**
- E. 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 May 20, 2022.**
- F. All firms wishing to participate in this process should register electronically with Tuona Batchelor, Director of Business Services with the County’s Department of Environment and Planning (“DEP”) at Tuona.Batchelor@erie.gov. All further information and contact from Erie County will be sent electronically.**
- G. ERIE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN.**
- H.** 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.
- I.** 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.
- J.** 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.
- K.** 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.
- L.** The County reserves the right to amend this RFP. 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

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

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

1. The SELECTED PARTNER shall meet with the Steering Committee (County staff, potentially others) to discuss project scope.
2. The SELECTED PARTNER shall become familiar with all necessary documents, agreements and regulations relevant to the project, including *Broadband Feasibility Study (2017)* and *ErieNet Business Plan (2022)*.
3. The SELECTED PARTNER shall organize progress meetings with all involved parties (including the Steering Committee).
4. The SELECTED PARTNER shall perform all work necessary to meet the project timeline as outlined in the Project Schedule.
5. The SELECTED PARTNER must understand that in-person meetings with the Steering Committee (as often as monthly), in Buffalo will be required.

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

The County's selected partner will design, engineer and provide construction management services for a middle-mile fiber optic network, which will at minimum encompass a approximately 400-450 mile fiber optic route throughout Erie County.

The County/Erie Net LDC will expect the Design Contractor to perform the services listed below. Proposals should clearly address all items and follow the requirements of Procedures where applicable:

1. Design a "middle mile" "open access network", including optimal fiber routes, that meets the design objectives specified in section 2 above.
2. Survey utility poles along public and private ways to determine whether fiber optic cables should be placed on poles or if they should be buried or some other alternative.
3. Identify obstacles that come in the form of, private roads, unusual cable runs, remote parcels, or any other issue that may affect intended routes or installation costs.

4. Identify third-party approvals or permits that will be needed, if any, including but not limited to conservation, environmental, and historical preservation permits, waivers, and easements.
5. Identify distribution hub locations, equipment enclosures, etc.
6. Oversee and manage any licensing process including but not limited to (utility pole and conduit licensing and applying for pole attachments).
7. Oversee and manage utility pole “make-ready” work (to be performed by other utility/telecom, depending on pole ownership), and any associated costs.
8. Specify testing and quality assurance procedures necessary to ensure that the completed Network will perform as designed and that all work is good and workmanlike.
9. Provide a contractor evaluation matrix for use in evaluating potential contractors.
10. Create a budget including all aspects of permitting, utility pole agreements, construction costs (including cable installation, and all other construction elements), construction oversight, network, connection fees, etc.
11. Identify any potential functions and or services that may be necessary to ensure a timely, responsive, and ultimately successful construction of the County’s broadband network.
12. Provide construction management, advisory and consulting services, on an ongoing basis.
13. Act as an advisor with the County and ErieNet during the contractor selection process to help evaluate proposals.
14. Prepare the bid package to be used by the County/ErieNet to issue as an invitation for bids to secure a construction contractor. The package should include all detailed specifications, any federal, state, and/or local requirements or procedures, required bidder qualifications, and all other information required for a complete bid package.
15. Conduct a survey of the existing routes and potential addresses within the coverage area to develop a list of probable subscribers to inform the final design of the network.
16. Monitor and document the construction progress and performance of its contract(s), including regular on-site visits.
17. Take the lead in processing submittals and payments, ensuring timely issuance of decisions and directives, and visits to the Project with the contractor.

18. Conduct and/or procure acceptance testing to obtain issuance of certificates of Substantial Completion and Final Completion, coordinate inspections of all work by and verify receipt of all documents required to close out construction and to achieve hand-over of the network.
19. Recommend terms to be included in the Design-Build contract, such as standards of performance, defining the extent of design required before construction may begin, frequency and location of regular project meetings, potential alternates for cost-savings and efficiency, and procedures for disposition of surplus materials.

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

#### **4. 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. Cost and Budget**

All proposals must contain a scope of services delineated, inclusive of all expenses (there will be no reimbursable). Proposals must include a breakdown by cost and staff hours for the categories outlined.

For the purposes of the proposal submittal, the following should be delineated in a Fee Chart, showing a lump sum for each category:

1. Network design; including labor and material estimates for construction of the designed system;
2. Preparing bid package information and construction drawings to place into an RFP to select the construction company;
3. Identifying rights-of-ways;
4. Acquiring permits and rights of way authority;
5. Preparing final as-built drawings including splice records and GIS eq. Locations; supplying as-built drawings in an electronic format (or formats) acceptable to Owner and network Operator;
6. Construction Management/Inspection services – including construction tabulations, weekly reports and modifications to construction drawings for feed into as-built documentation.

#### **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.

### **5. SCORING, EVALUATION AND SELECTION PROCESS**

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:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services, specifically including their proposed approach to public involvement and engagement.
- 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

- Proposer’s financial ability to provide the services.
- Evaluation of the proposer’s fee submission. It should be noted that while price is not the only consideration, it is an important one.
- 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.

The County may develop a short list from the proposals and interviews/presentations may be required. Scoring and ranking will include the following factors:

**A. Background of Firm**

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	_____
<b>Total</b>	<b>100</b>	_____

**6. SUBMISSION OF PROPOSALS:**

- A. All firms wishing to participate in this process must register electronically to Tuona Batchelor, Director of Business Services, at [Tuona.Batchelor@erie.gov](mailto:Tuona.Batchelor@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. **If there is interest in having a virtual information session regarding this RFP please email Tuona Batchelor at [Tuona.Batchelor@erie.gov](mailto:Tuona.Batchelor@erie.gov).**
- F. **Proposals must be received at the below address no later than 12:00 PM, May 20, 2022:**

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

- G. 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.
- H. Any requests for RFP interpretations should be made electronically Tuona Batchelor ([Tuona.Batchelor@erie.gov](mailto:Tuona.Batchelor@erie.gov)) by close of business on April 29, 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.**
- I. 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.

- J. 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.

## **9. 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 the County of Erie 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 of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie 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 elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, 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, the Erie County Fiscal Stability Authority, 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 of Erie 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 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; 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 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 a RFP and not a bid, the County 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;
  - 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

## **CONTRACT**

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

## **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 Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant 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 Consultant or third parties under the direction or control of the Consultant; 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 insurance coverage described in Schedule “B”.

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

## **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 Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant 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 Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to 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 Consultant 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 Consultant 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 Consultant may retain copies of such records for its own use.

## **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.

## **CONFLICT OF INTEREST**

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any 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 the County. 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 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 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.

**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 180 days from the proposal date.

**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

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

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"**

**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\_\_

\_\_\_\_\_