

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

**PROPOSALS FOR FIBER OPTIC
INFRASTRUCTURE CONSTRUCTION**

RFP #: 2023-024VF

**RFP DATE: MARCH 16, 2023
DUE DATE: APRIL 10, 2023**

**ERIENET LDC
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202
10TH FLOOR**

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

COURTNEY ITALIA: ERIENETLDC@ERIE.GOV

1. GENERAL INFORMATION

ErieNET (“LDC”), is a not-for-profit, 501 (c) (3), Local Development Corporation operating in the State of New York. ErieNET is seeking proposals from a qualified telecommunications utility contractors for the construction of a 362-mile dark fiber optic network within Erie County New York. It is intended that this network will be established as a municipally owned, Open Access Network which will be used by Erie County governments, companies, internet service providers, and other stakeholders.

The project is being funded by ErieNET, charged with the construction, operation, sales, and marketing of the ErieNET network.

The mission of ErieNET is to deliver affordable broadband access to unserved areas; improve services in underserved communities; and enable world-class broadband investment and deployment county-wide. Through the development of a state-of-the-art fiber optic network, ErieNET will enhance economic development opportunities, promote better quality of life for Erie County residents, and position Erie County as a globally competitive community.

The ErieNET LDC has engaged ECC Technologies, Inc. as its Design and Construction Manager for the ErieNET Network.

2. GENERAL INFORMATION AND REQUIREMENTS

ErieNet is seeking contractors to construct approximately 362 miles of fiber optic cable in Erie County, NY. The scope of work will include the construction of approximately 338 miles of aerial fiber optic cable. An additional 24 miles of fiber cable with locatable mule tape will need to be pulled through existing conduit duct. There are approximately 129 miles of aerial construction, and 7 miles of underground fiber installation that will be located on NYDOT controlled roads. This project consists of 142 point-to-point locations. There are no dual cable routes.

It is expected that ErieNET will be actively pursuing connections of new customers to their network, which will cause extensions to be built. The contractor will provide and install fiber optic cable in these circumstances.

The project is expected to begin in August of 2023, proceeding at a rate of at least 8 miles per week.

- A.** Firms are encouraged to include Certified Minority Owned and Women Owned Business Enterprises (MBE/WBE) in their teams to meet goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.

B. Schedule.

RFP Advertisement	Thursday, March 16, 2023
Pre-Bid Call	Tuesday, March 21, 2023, 2:00PM
RFP Questions Due	Monday, March 27, 2023
RFP Questions Response Due	Thursday, March 30, 2023
RFP Due Date	Monday, April 10, 2023 @ 4:00PM

Proposals must be submitted no later than 4:00 pm on April 10, 2023.

C. Inquiries. All inquiries concerning this RFP are to be emailed to:
ErieNETLDC@erie.gov

D. 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.

E. Instructions to Prospective Contractors/Submission of Proposals

All firms wishing to participate in this process must register electronically to ErieNETLDC@erie.gov by including a signed and dated version of the Non-Disclosure Agreement which can be found in (Attachment “A”) at the end of this document. Upon receipt of the NDA, ErieNET will send a map of the area showing the fiber count by route and a KMZ file, showing the planned fiber routes.

Also to participate in the pre-bid call, please register via email to ErieNETLDC@erie.gov

Request for Proposal
SEALED PROPOSAL for the construction of a middle mile dark fiber optic network.

**** Proposals shall be emailed to ErieNETLDC@erie.gov with subject line reading “Request for Proposal for Fiber Optic Infrastructure Construction.”** 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.

- a. Proposals shall be in a pdf format and emailed to ErieNETLDC@erie.gov. Proposals are required to be submitted by 4:00 pm on **April 10, 2023**. There will not be a public opening of Vendor proposals.
- b. Proposers **MUST** sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.

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.

3. SCOPE OF SERVICES

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):*

The services and materials to be provided under this Contract, in accordance with the Contract Documents, consists of supplying and delivering all materials, equipment, labor and incidentals necessary or convenient for the construction of fiber optic infrastructure, and carry out all of the duties and obligations imposed upon the Contractor by the RFP, and RFP Specifications.

The main features of the work shall include, but not be limited to the following:

1. Provide labor, materials, equipment, and services as specified.
2. ErieNET will provide the fiber cable and will have it shipped to the Contractor's facility.
3. ErieNET will provide approximately 22 cross connect boxes for termination of the fibers, similar to American Products' mini-fortress unit which will be shipped to the Contractor's facility. These cross connect boxes are delivered with fiber termination panels and 100' long armored pigtails. The Contractor will be responsible for the installation of these boxes at strand height. All splicing will be done in typical splice cases, to be strand mounted.
4. All equipment shall be new, and UL listed.
5. All materials furnished and all work performed shall comply with all State, County and Local Codes and ErieNET LDC contract terms and conditions.
6. All equipment and work shall comply with FCC regulations.
7. Contractor is responsible for providing a warehouse, personnel, and equipment to complete the project.

B. Construction Services

The Contractor shall be responsible for construction services pertaining to the installation of the Fiber Optic Infrastructure. Included will be all labor, equipment, (except fiber cable and cross-connect boxes) tools, materials, project management, and other services or components as detailed in the Contractor's Proposal.

Upon final approval by the LDC for engineering and unit pricing, which will include quantities and scheduling, the Contractor will be authorized to proceed with construction services. The Contractor shall be responsible for ensuring that all aerial, non-aerial, and building entrance components as well as any additional components are integrated as to provide a complete operational system. The successful completion of any or all of these components will be determined upon inspection by the LDC or designated representative.

All work shall meet or exceed appropriate local, city, county, state, or federal codes and regulations. This includes, but is not limited to, OSHA, NEC, and EPA requirements. The Contractor shall work with LDC, Project Engineers, Construction Manager, Contract Administrators, and other designees to secure all required inspections, permits, and/or approvals, unless it is stated otherwise, including any electrical, traffic and safety permits required. The Contractor is responsible to notify UFPO and coordinate all stakeouts required during the construction of this system.

The complete fiber optic infrastructure work, materials, and installation, included under the specification and as indicated on the drawings, shall be in strict accordance with and conform to all current local, State of New York regulations, UL labels, National Electrical Code, as well as all other rules, regulations, ordinances of any organization, company or authority having jurisdiction. The Contractor is required to annually test for and certify Stray Voltage compliance as required by the New York State Public Service Commission.

The Contractor will be responsible for following all state and local traffic guidelines. In addition, the Contractor will be responsible for following all OSHA safety regulations.

The Contractor shall provide all items, articles, materials, operation and/or methods listed, mentioned, or scheduled on the drawings and/or herein including all labor, material, equipment, and all incidentals necessary and required for the completion of the entire new fiber system.

The Contractor shall be responsible for scheduling of police details and any additional inspectors as required by, local, city, state, or federal jurisdiction, and shall bear all costs associated with such police details and inspectors. Railroad flaggers and Interstate Road closures will be scheduled by the Contractor, and the associated costs will be paid for by ErieNET, LDC.

At times it will be necessary to divert the flow of vehicular or pedestrian traffic around construction areas. The Contractor shall furnish all signs, barricades, cones, drums, warning lights, flag persons, or other devices which are required in the "Manual on Uniform Traffic Control Devices", or as otherwise required by state and local governments. The Contractor shall be responsible for obtaining all necessary approvals.

The Contractor shall notify owners of existing utilities, at least 48 hours prior to commencing construction. The Contractor is responsible for documentation which includes name of company contacted, name of person contacted, date, time, and U.F.P.O. number. This documentation shall be turned over to the LDC.

Depending on the location of the work, the Federal Environmental Protection Agency, the New York State Department of Environmental Conservation, the Army Corps of Engineers, as well as any other State and local agencies may stipulate construction practices and crew's behavior requirements in or around environmentally sensitive areas, such as cultural resource sites. Contractor shall adhere to any such stipulated construction practices and crew behavior requirements.

C. Right of Way Protection and Restoration

The Contractor shall protect the right-of-way and minimize the damage from construction operation.

Approved soil erosion prevention practices shall be used during all construction operations.

Contractor shall keep the premises where work is being performed in a neat, clean, and orderly condition at the end of each workday, and upon completion of the work there under, Contractor shall remove all of its tools and equipment from the premises and any debris shall be removed and disposed of by Contractor.

All restoration shall be completed as soon as the cable placing operations are completed in these areas, or at the direction and per the specifications of the local ordinance in effect.

The right-of-way shall be restored to its original or better condition within 24 hours or as soon as practicable, in the towns, cities and/or village's opinion, following conduit and cable placing operations. All restoration shall be at the Contractor's expense.

All terraces, which were removed or damaged, shall be replaced to original or better condition as soon as feasible, in the towns, cities, or village's opinion, following the placing operations. The Contractor shall promptly repair or replace any other property damaged during construction.

D. Clearances

The Contractor shall ensure that clearances are maintained from other utilities. Clearances are 12" from telephone and or cable TV attached to same side of pole or as directed by local utilities. The Contractor shall also maintain the required 40" clearance from the electric zone.

The clearances defined shall be maintained continuous which includes pole location and mid span. These numbers are subject to change by local utilities, the Contractor is required to verify clearances prior to installation.

E. Materials

All materials throughout this installation shall be new and the best of their respective kind. All materials shall be installed in a neat, accurate, professional, and workmanlike manner. All fiber cabling shall be marked with permanent labeling indicating ownership by the LDC and include the LDC answering service number.

All products shall conform to applicable standards of the National Electrical Manufacturer's Association and/or the American National Standards Institute and shall be listed by Underwriter's Laboratory. All equipment must be identified as to the manufacturer.

The Contractor shall be responsible for protecting all finished work, equipment, supplies, and materials from loss, injury, and/or damages from any cause whatsoever until final acceptance by LDC.

F. As-Built Drawings and Documentation

Contractor shall red-line drawings during the course of construction to show cable numbers and attachments at poles, pull boxes, conduit and building entrance points or other locations deemed necessary by the LDC. This should be done on a daily basis. The As-Built's shall also show the cable sheath measurements at each pole, conduit, and building entrance locations.

The drawings will be available to the LDC's representative when requested on the job site. Additionally, all red-line drawings will be submitted to the LDC's project representative on a weekly basis including all actual construction to date.

The Contractor shall convert red-line drawings to electronic As-Built's. Upon completion of the construction of this system, the Contractor shall provide the LDC with two sets of completed As-Built drawings and one copy of these drawings in electronic format. The electronic format shall be agreed to by the LDC during the design and engineering phase of the project. These must be submitted as a condition of system acceptance and Contractor payment.

4. PROCUREMENT SPECIFIC REQUIREMENTS

A. SUBCONTRACTS

If the Contractor is proposing to subcontract any of the work, a detailed scope of services as well as submission of sub-Contractor company information, personnel, qualifications, and proof of sufficient insurance must be provided to the LDC for approval. Contractors must provide a list of all proposed Sub-Contractors along with detailed information regarding their financial and technical ability 20 days in advance of commencement of work.

B. TIME TO CONSTRUCT

Contractors are required to provide and coordinate project schedules showing expected timeframes for the construction of the fiber optic network identified in this phase. Timeframes will commence upon completion of Make Ready. Construction schedules and phasing shall be reviewed and approved by the LDC or its authorized designees.

C. PRICING

The Contractor agrees to provide the LDC with their best available price for the duration of the contract. If the Contractor provides a lower cost to any other similarly situated to the LDC, the LDC's charges must be lowered to a matching or lower rate. Contractor shall provide written detail identifying and comparing such best available price to other pricing that it offers.

Construction values for each segment shall be comprised of the unit pricing provided by the contractor times the quantities of work identified for each segment or as identified and attached to this Contract.

D. PRICE ESCALATION

The Contractor may not increase monthly and installation costs quoted in the original proposal for the term of the contract. Any increases in Unit and or other project costs which the Contractor feels are justified will be presented to the LDC for approval. The LDC at its sole discretion will approve pricing changes.

E. SURCHARGES

The Contractor must identify all state and/or federal surcharges, which will be assessed to the LDC, and the current formula used to calculate each surcharge and include these charges in quoted one-time or monthly recurring rates. The LDC is exempt from federal, state, and local taxes and will provide the Contractor its federal registration number upon contract award.

The attached Unit Pricing Matrix provided in the Contractors RFP response located in Appendix B and subsequent additions to the Unit Pricing Matrix shall be the determination of contract value. Changes and or discrepancies in Unit Pricing or anticipated units on each phase of the project shall be brought to the attention of the project consultants and the LDC as soon as identified. Upon verification and approval, units will be adjusted as agreed between all parties.

F. PAYMENT

Payment will be made upon the completion of each segment after receipt and approval of verified OTDR test results, photographic images of work completed, and As-built drawings are received and approved. A 10% retainage will be held on all units until completion of the entire project and the LDC acceptance. ErieNET reserves the right to hold retainage if deficiencies are found on the work that has been invoiced, until such time that any deficiencies are corrected to ErieNET's satisfaction.

Payment will be made upon Construction Administrators approval of invoice and in accordance with New York State Prompt Payment legislation.

G. NYS DEPT. OF LABOR PREVAILING WAGE RATE SCHEDULES

This contract does require the payment of prevailing wage and supplements.

H. FORCE MAJEURE

Neither party will be liable for losses, defaults or damages which result from delays in performing any or all of the obligations or responsibilities imposed upon it in any contract resulting from this Request for Proposal because of acts of God, acts of government, earthquakes, floods, or other causes beyond the reasonable control of the party so delayed in, or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5. EXECUTION AND TECHNICAL REQUIREMENTS

A. GENERAL

- 1) This written contract and associated project drawings “together” constitute the construction contract.
- 2) Contractor is responsible for project underground and aerial OSP construction, Employee PPE, UFPO notifications, permits, licenses, safety plans, traffic control, soil erosion, backfill and restoration work associated with this project.
 - All necessary safety signage, traffic cones, flagman, etc. shall be provided by the Contractor.
- 3) Contractor is a required to be extremely knowledgeable of OSHA safety regulations, directional boring, aerial construction and the installation, testing and support of complex optical fiber networks.
- 4) The installer shall comply with all manufacturers as well as the LDC’s specifications, NESC, ANSI/TIA/EIA, BICSI, & NEC specifications, recommendations and instructions when installing and testing the optical fiber cabling system and associated components.
- 5) Contractor is responsible to keep work area clean, dispose of all debris from the work area at the end of each workday and upon completion of the work.
- 6) Tree trimming: Avoid if at all possible and consider tree guard. If unavoidable, consult with engineer prior to trimming, minimize any approved trimming, and promptly remove trimmings from area.

- 7) The work included under this specification is considered “turn-key”. Turn-key as in furnishing all labor, equipment, materials, supplies and performing all operations necessary to complete the installation of this optical fiber system in compliance with the specifications, drawings and Corning Total Access Program (TAP) requirements. The Contractor will provide and install all of the required material (except fiber cable and cross boxes) to form a complete system whether specifically addressed in this technical specification or not.
- a. Measurements on drawings are for reference purposes. Contractor is responsible to verify measurements required for project activity.
 - b. Place anchor/guy at pole route turns, junctions and dead ends. Contractor is responsible to determine actual placement location for aerial construction.
 - Screw anchors authorized, 5/8” single eye rod – no more than 12” out of ground.
 - Attachment to anchors provided by others is prohibited, unless specified otherwise.
 - Tree attachments/guys are prohibited.
 - c. Support Messenger/Guys: Minimum 6M Utility Grade Class A
 - d. .038 Type 302 Lashing Wire shall be double lashed, span continuous, terminated with a single “D” style lashing wire clamp, with a stainless steel strap and ½” plastic saddle spacer at each pole. .
 - e. Aerial railroad and Interstate crossings shall utilize 1 1/4” Figure-8 aerial conduit, manufactured by Duraline, or equivalent.
- 9) The Contractor shall guarantee that the installation shall be made in accordance with all applicable provisions of OSHA, National Electric Safety Code (NESC), Corning SRPs, Telecommunications Industry Practices, National Electric Code (NEC), local Fire and Building codes, and Federal Communications Commission Rules and Regulations.
- 10) Maintenance/service loops
- Aerial maintenance/service loops shall be messenger supported utilizing 16” “snowshoe” type devices, every 1,500’ +/-.
- Termination point maintenance/service loops shall be properly racked and secured.
- 11) Bend radius of the Fiber Optic Infrastructure shall not exceed manufacturer’s specifications. Pulling tension on the fiber cable shall not exceed manufacturer’s specifications. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the Contractor prior to final acceptance at no cost to the LDC.
- 12) Grounding and bonding
- Contractor will place an 8’ ground rod at each splice case and the first, tenth and last pole, including all junction poles.

- Contractor will place a bond at each power vertical encountered, utilizing a KUL bonding clamp, as well as placing a copper to strand bond.

13) Splices

All fiber splicing will fusion and accomplished utilizing an ISO 9001 certified, core-alignment fusion splicing machine with current calibration.

- a. Opti Splice Premier M90i Fusion Splicer or the LDC approved equal.
- b. Typical average splice loss is less than 0.02 dB for identical single mode strands.
- c. Splice unit shall be automatic core-alignment.
- d. All fusion splices will be heat shrink sleeve protected.

The Contractor is expected to minimize the number of splices/splice points along the route as each splice increases overall facility loss. All fiber splices shall be fusion performed by manufacturer (fiber cable) certified technicians. Splice cases shall be sized and installed in accordance with Corning accepted practice.

The Contractor will be required to re-splice (at the Contractor’s sole expense) any splice that exceeds 0.05 dB. If this loss is unattainable after three attempts by the Contractor to correct within specification, the LDC will accept the splice provided the overall end-to-end loss budget is within the required specification. If the end-to-end loss budget exceeds specification, the Contractor will be required to replace the fiber cable (at the Contractor’s sole expense) to meet specification.

B. FIBER STRAND IDENTIFICATION

- 1) Industry standard (TIA/EIA-598), 12 color fiber optic, color code shall be utilized:

Strand 1) Blue (BL)	Buffer tube strands 1-12
Strand 2) Orange (OR)	Buffer tube strands 13-24
Strand 3) Green (GR)	Buffer tube strands 25-36
Strand 4) Brown (BR)	Buffer tube strands 37-48
Strand 5) Slate (SL)	Buffer tube strands 49-60
Strand 6) White (WH)	Buffer tube strands 61-72
Strand 7) Red (RD)	Buffer tube strands 73-84
Strand 8) Black (BK)	Buffer tube strands 85-96
Strand 9) Yellow (YL)	Buffer tube strands 97-108
Strand 10) Violet (VI)	Buffer tube strands 109-120
Strand 11) Rose (RS)	Buffer tube strands 121-132
Strand 12) Aqua (AQ)	Buffer tube strands 125-144

- 2) Industry standard, 12 strand fiber buffer tubes shall be utilized.

- 3) Fiber Splicing:

- a. All splices will be performed by manufacturer (fiber cable) certified Technicians.

- b. All fiber splices shall be fusion.
 - c. All fiber terminations shall be fusion splice pigtailed APC (angled physical contact) SC/LC connectors to maintain the lowest possible reflectance value.
- 4) Fiber Strand Testing:
- a. Single mode fiber testing shall meet manufacturer requirements for Extended Warranty certification of fiber installed with this project. Test set-up and performance shall be conducted in accordance with TIA/TSB-140 Tier 2 & ANSI/TIA/EIA-526-7.
 - b. The manufacturers' test sheets provided with each reel shall be included in the project documentation manuals.
 - c. The Fiber Optic Cable shall be tested on-the-reel prior to installation but after delivery to the Contractor. Alternatively, the Contractor may forego the on-reel-testing and assume the liability for the quality of the fiber optic cable as per the manufacturer's test results, throughout the length of the project. The use of an OTDR per Corning Cable Systems Testing and Documentation procedures will be acceptable for this test. The test results for each fiber and each reel shall be provided to Issuing Office prior to the installation of the cable. Hardcopy test results shall be included in the project documentation manuals.
 - d. During fusion splice activity, splice loss information (from splice unit) shall be recorded.
 - e. Typical average splice loss is less than 0.02 dB for identical single mode strands.
 - f. Splice loss greater than 0.1 dB shall be corrected to less than 0.1 dB.
 - g. Two correction attempts shall be made and noted.
 - h. Splice loss exceeding 0.1 dB shall be identified as OOS (Out-of-Spec).
 - i. After cable placement, splicing and terminating, end-to-end (FDP port-to-port) testing shall be accomplished and documented.
 - j. Single mode backbone links shall be tested at 1310 nm and 1550 nm in accordance with TIA TSB-140 Tier 2.
 - k. TIA TSB-140 Tier 2 testing includes Tier 1 (light source & power meter) and OTDR trace.
 - l. Tier 2 OTDR tests shall utilize launch and receive fiber (such as Fluke NFK3-Launch) to capture loss of first and last connector.
 - m. OSP Optical fiber links shall be tested in at least one direction at both operating wavelengths (1310 nm and 1550 nm) to account for attenuation deltas associated with wavelength.

C. TECHNICAL SPECIFICATION

1) MANUFACTURERS

All fiber optic components such as cables, connectors, splice trays, splice closures and associated hardware shall be approved by Corning Cable Systems for use with the Corning Cable Systems. Notify engineer immediately if any discrepancy is discovered between the LDC requirements /material listed in this specification.

2) MATERIALS

Anchors, Anchor Rod & Guy Guard

- a. Screw Anchor: Manufactured by: Joslyn or equivalent.
- b. Guy Guard: Bright yellow for increased visibility (8').
Manufactured by: Endot, Endoguard or equivalent.

Note: Each guy placed shall receive a guy guard.

Pole-Line Hardware

- a. Galvanized Steel Strand: ¼" EHS 6.6M Galvanized Strand Class A.
Manufactured by: Indiana Steel & Wire Co. or equivalent.
- b. 3 Bolt Suspension Clamp, bolts, etc.: Manufactured by: Joslyn or equivalent.
- c. Guy Hook: Manufactured by: Joslyn or equivalent.
- d. Guy-Grip Dead-Ends: Manufactured by: Preformed Line Products
- e. Strand vise: Manufactured by: Reliable Power Products or equivalent.
- f. Bolts, Misc. Hardware: Manufactured by: Joslyn or equivalent.

Cable, Steel Guard

- a. Hot dipped galvanized used to protect cable at riser locations. (U Guard)
Manufactured by: Joslyn or equivalent.

Optical Fiber Backbone Cable

- a. Single mode optical fiber cable. Manufactured by: Corning Cable Systems or equivalent.
 - SMF wavelength (nm): 1310/1383/1550
 - Maximum Attenuation (dB/km): 0.4/0.4/0.3
 - "Full-Spectrum" G.652.D
 - Gel-Free

Aerial Splice Closures

- a. Corning Splice Closure, sized appropriate, and approved for use with Corning Cable Systems.

Heat Shrink End Cap

- a. Black, pressure and damp-proof sealing of unterminated optical fiber cable.

Tree Guard

- a. Protects cable from abrasion by tree limbs. Manufactured by: Hendrix, Line-Duc or equivalent.

D. LABELING, DOCUMENTATION & ACCEPTANCE

- 1) The Contractor will be required to label, IAW ANSI/TIA/EIA-606 with machine generated labels, fiber cables and terminated strands with the assignments provided by the LDC prior to completing the installation. Contractor shall supply and place “the LDC Fiber Optic Cable” identification labels, at minimum, on every OSP aerial pole attachment point and each underground point of exposed sheath.
- 2) Upon completion of the installation, the Fiber Optic Infrastructure will be subjected to a thirty consecutive day operational test to determine its reliability. The Contractor shall certify in writing to the LDC that the installation is complete, all documentation provided, and the facility is ready for performance testing. If the results of this operational test are acceptable to the LDC and all documentation has been provided, the LDC will accept the system and authorize payment. If the system fails to perform at 100% capacity for 30 consecutive days, the Contractor will resolve the problem(s) and start the test again beginning with day one. The Contractor will be given a 60-day period in which to successfully complete a 30 consecutive day test. A Corning TAP Certificate identifying 25-year extended warranty is required for acceptance.

E. WARRANTY OF THE FIBER OPTIC INFRASTRUCTURE

Corning Certificate identifying 25-year extended warranty is required for acceptance. The Contractor is expected to warranty all materials, labor, installation and workmanship for the first sixty (60) months following acceptance at no cost to the LDC. If a fiber or connection fails to perform during this period, the Contractor is required to resolve the problem at the Contractor's sole expense. The only exception to this requirement is when the fiber cable or service is disrupted by a significant outage not directly attributed to the installation or workmanship. Examples of these exceptions are fiber cuts/breaks caused by another party, failure of the conduit system, or fire. In these cases, the selected Contractor will be called and requested to restore service on a Time and Materials (T&M) basis.

F. TROUBLE REPORTING

The Contractor shall provide the LDC access to the Contractor's trouble reporting system 24 hours a day, 7 days a week. The Contractor shall provide a single point of contact for trouble handling. The Contractor shall be able to receive trouble reports on-line (e.g., via a computer network), telephone, electronic mail, or facsimile. All trouble reporting calls shall be toll free. the LDC prefers web access to the Contractor's trouble reporting system.

Additionally, the Contractor shall be responsible for:

- (a) Centralized trouble reporting.
- (b) Determining the cause of and correcting troubles.
- (c) Working cooperatively with other Contractors and the LDC designated representatives to resolve problems.
- (d) Maintaining audit trails of trouble resolution activities.
- (e) Responding to inquiries on trouble resolution status.
- (f) Providing monthly and quarterly trend analysis and sorting of trouble reports and administrative reporting.
- (g) Providing trouble escalation for normal and emergency events.
- (h) Monitoring trouble report management and escalation procedures.

G. ESCALATION PROCEDURES

The Contractor shall provide an escalation procedure, including contact names and titles, with appropriate time intervals and point(s) of contact for unresolved service problems.

H. MAINTENANCE OF THE FIBER OPTIC INFRASTRUCTURE

- 1) The LDC intends to award the selected Contractor a five-year maintenance contract with the first five years of maintenance service under warranty. Warrantee work will be determined as work that is directly related to the materials and workmanship of the installation of the fiber; Service work will be defined as work that is performed as a result of fiber testing and or damage as a result of influences outside the control of the Contractor determined at LDC's sole option and discretion. LDC may extend the maintenance contract with the selected Contractor for five additional one-year terms (for a total of ten years).
- 2) The Contractor is expected to maintain the Fiber Optic Infrastructure on a 24x7x365 basis through their Network Operations Center (NOC). Since the Contractor is providing dark fiber (no electronics), it is unlikely the NOC will have real-time access to monitor and maintain these facilities or have remote alarm, diagnostics, and management capability of them. NOC personnel and vendor-dispatched technicians are required to work in harmony with the LDC's representative to provide a timely response and restoration. The awarded Contractor will provide the LDC with the telephone number of their NOC and an escalation list (including names, titles and 24x7 reach numbers).
- 3) Preventive and routine maintenance must be performed at scheduled and mutually agreeable times so that the LDC and subsequent customers experiences no disruption of service. The Contractor must specify the frequency and duration of Preventive Maintenance (PM) required. PM shall be performed according to a schedule which is acceptable to LDC. Any PM which would impact on system availability must be identified not less than five (5) business days in advance by the Contractor. The Contractor will be required to perform bi-directional tests on identified spare fibers and provide these results to LDC as requested on an annual basis.
- 4) Emergency and/or Remedial Maintenance shall be performed upon notification to the Contractor that the facility is inoperable or unsuitable for use. The LDC will make every reasonable effort to diagnose and remedy or determine the root cause of the trouble before contacting the Contractor's NOC for dispatch. The Contractor must respond on-site to an outage within two (2) hours of the original trouble being reported. The above response limitation includes travel time. Emergency/Remedial maintenance must be available 24 hours per day, 7 days per week, and 365 days per year.
- 5) Emergency repairs, such as those cited in the above warranty provision, will be directed to the awarded Contractor for resolution. The Contractor is expected to bill the LDC for these repairs on a T&M basis as an additional charge to the monthly maintenance bill/invoice. The LDC does not expect or desire for vendors to build these unforeseen repairs into their quoted monthly maintenance schedule.

- 6) Monthly maintenance, including the first five years of warranty, is to be all-inclusive. This extends to the Contractor’s immediate expenses for performing the aforementioned service as well as those “soft” expenses incurred as a result of this contract (i.e., UFPO).
- 7) The Contractor is responsible for maintaining an inventory of all essential spare parts at the Contractor’s facility. Spare parts inventory is to be reserved for the LDC and the timely restoration of service from any outages associated with this contracted service.

I. FAILURE TO RESPOND TO OUTAGE

- 1) The LDC takes service outages and the awarded service provider’s responsibility to respond on-site (when needed) very seriously. In the event a dispatch is required, the LDC mandates that the Contractor respond on-site within two (2) hours and restore service within four (4) hours upon receipt or notification of an outage. Failure to meet these response criteria will result in the following penalties:

Penalties for Failure to Respond to Outages	
4.5 Hours or any part thereof Delay	10% of the Monthly Maintenance Fee
4.5-5 Hours Delay	20% of the Monthly Maintenance Fee
Over 5 Hours Delay	25% of the Monthly Maintenance Fee Per Hour *
Over 8 Hours Delay	Forfeiture of the <u>entire</u> Monthly Maintenance
*Any partial hours will be rounded up to the next full hour	

- 2) The LDC at its sole discretion may waive any penalties based upon precipitating events such as: catastrophic failure, multiple simultaneous failures and/or best effort to ensure service.

J. SHOP DRAWINGS AND SUBMITTALS

- 1) The Contractor shall furnish to the LDC for review and approval three (3) sets of illustrations, equipment specifications, shop drawings, and engineering data sheets on all equipment proposed to be furnished and installed within thirty (30) days after date of the contract. These will be promptly reviewed by the LDC, and one (1) set will be returned to the Contractor. Each submittal will be stamped “***Approved as submitted***”, “***Approved as noted***”, “***Returned for correction***”, or “***Revise as noted and resubmit***”. In the case of the latter two categories, the submittal shall either be corrected or revised as indicated and three (3) sets returned for review. No installation work shall be started by the Contractor prior to obtaining the approval of these submittals. Articles so submitted shall be understood to be offered by the Contractor as fulfilling all the requirements of the contract, and no approval given by LDC shall relieve the Contractor from compliance with the general terms of the specifications in regards to the articles so approved.

K. BUILD PRACTICES/STANDARDS

- 1) Contractors are required to be in full compliance with the following minimum practices/standards:
 - National Electric Safety Code (NESC), latest edition
 - National Electric Code (NEC), latest edition
 - Manual of Uniform Traffic Control Devices, latest edition
 - ANSI/TIA/EIA-758
 - LDC Owned Outside Plant Telecommunications Cabling Standard
 - Corning Cable Systems – SRPs (Available on-line @ no cost)
 - SRP-005-010 (Lashed Aerial), latest edition
 - SRP-005-011 (Duct), latest edition
 - SRP-005-012 (Buried), latest edition.
 - SRP-005-014 (Intrabuilding), latest edition
 - LDC SOP 04, Splicing, Testing Acceptance
 - AT&T Outside Plant Engineering Handbook

L. FACILITY REGISTRATION/PROTECTION

- 1) All facilities must be registered and protected by the Underground Facilities Protective Organization (UFPO) and identified to other applicable “Call Before You Dig” services. The Contractor is responsible for the cost of ensuring this service is provided and maintained over the term of this contract.

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 submitted 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. Equipment Costs and Unit Pricing
- 2. Contractor Warranty
- 3. Manufacturer Warranty

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. Shipping & Delivery 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

A. 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 counterproposals, 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.

B. 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.

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 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.

D. PERFORMANCE & MAINTENANCE BOND

Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price & a Maintenance Bond in an amount at least equal to twenty-five (25%) of the Contract Price, as security for the faithful performance of all Contractor's obligations under the Agreement. These Bonds shall remain in effect at least one (1) year after the date of final payment — Performance Bond and one (1) year after the final acceptance by ErieNET — Maintenance Bond, and be executed by such sureties as:

- (a) Are licensed to conduct business in the state where the Project is located, and
- (b) Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
 - All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. All bonds must be acceptable to the ErieNET.
 - If the surety of any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of Section 5. CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to

ErieNET.

- ErieNET will accept only bonds or notes of the United States of America, New York State, or political subdivisions thereof in lieu of all or part of the cash retainage.

(c) CONTRACTOR shall execute bonds acceptable to ErieNET as specified herein below:

(d) Performance Bond: one hundred percent (100%) of contract price and may be in the form of one (1) or two (2) bonds.

(e) Maintenance Bond: twenty-five percent (25%) of the contract price for one (1) year from the date of final acceptance by the ErieNET.

(f) CONTRACTOR to provide line item pricing for the performance bond and maintenance bond.

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 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.

F. 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.

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 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.

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 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.

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8. BID FORM - UNIT PRICING

UNIT PRICE FORMS

- A. For work to be supplied, the following unit prices will be established as the limitations for such items of work, and the unit prices shall minimally include profit, overhead costs, material, incidental materials and hardware, labor, and services of each and every action or component necessary or required to complete the work in accordance with the specification's requirement for the like work in kind, quality, and function.
- B. The unit pricing is broken down into the various operations necessary to construct, splice, and test the fiber optic network.
- 1) Item column is for abbreviated reference purposes and refers to the particular section of the unit price form.
 - 2) Description is a brief explanation of the operation to be performed.
 - 3) UOM is for Unit of Measure:
 - a. FT: foot/feet
 - b. LF: linear feet
 - c. SF: square feet
 - d. EA: each
 - e. HR: hour
- C. Fiber optic network unit price items follows:

A WOOD UTILITY POLE

Provide wood utility pole with proper backfilling and labeling of ErieNET ownership.

ITEM	DESCRIPTION	UOM	UNIT PRICE
A-1	PROVIDE & INSTALL 30' WOOD POLE	EA	\$
A-2	PROVIDE & INSTALL 45' WOOD POLE	EA	\$

B MESSENGER STRAND

Provide and properly tension cable messenger strand. Unit price to include all miscellaneous materials and hardware.

ITEM	DESCRIPTION	UOM	UNIT PRICE
B-1	PROVIDE & INSTALL EHS 6.6M STRAND	FT	\$

C PROVIDE & INSTALL FIBER CABLE – AERIAL (NON-ADSS)

Provide Corning Altos 28e SM-fiber cable per manufacturer’s specifications. Unit price to include all miscellaneous materials, lashing and cable tagging.

ITEM	DESCRIPTION	UOM	UNIT PRICE
C-1	PROVIDE & INSTALL 12 STRAND SM FIBER CABLE	FT	\$
C-2	PROVIDE & INSTALL 24 STRAND SM FIBER CABLE	FT	\$
C-3	PROVIDE & INSTALL 48 STRAND SM FIBER CABLE	FT	\$
C-4	PROVIDE & INSTALL 96 STRAND SM FIBER CABLE	FT	\$
C-5	PROVIDE & INSTALL 144 STRAND SM FIBER CABLE	FT	\$
C-6	PROVIDE & INSTALL 288 STRAND SM FIBER CABLE	FT	\$
C-7	PROVIDE & INSTALL CABLE SLACK “SNOWSHOE”	EA	\$

D INSTALL FIBER CABLE – AERIAL (NON-ADSS)

Install SM-fiber cable, furnished by the STN, per manufacturer’s specifications. Unit price to include all miscellaneous materials, lashing and cable tagging.

ITEM	DESCRIPTION	UOM	UNIT PRICE
D-1	INSTALL 12 STRAND SM FIBER CABLE	FT	\$
D-2	INSTALL 24 STRAND SM FIBER CABLE	FT	\$
D-3	INSTALL 48 STRAND SM FIBER CABLE	FT	\$
D-4	INSTALL 96 STRAND SM FIBER CABLE	FT	\$
D-5	INSTALL 144 STRAND SM FIBER CABLE	FT	\$
D-6	INSTALL 288 STRAND SM FIBER CABLE	FT	\$

E AERIAL BONDING & GROUNDING

Provide all labor, equipment, and materials required to bond and ground installed strand to meet all applicable codes.

ITEM	DESCRIPTION	UOM	UNIT PRICE
E-1	PROVIDE & INSTALL BOND TO MGNV	FT	\$
E-2	PROVIDE & INSTALL STRAND GROUND	FT	\$

F DOWN GUY and ANCHOR

Provide down guy as specified or required, to include PVC guy-guard, and all necessary hardware to install down guy.

ITEM	DESCRIPTION	UOM	UNIT PRICE
F-1	PROVIDE & INSTALL 6.6M DOWN GUY TO ANCHOR	EA	\$
F-2	PROVIDE & INSTALL 5/8" SCREW ANCHOR	EA	\$

G TREE AND VEGETATION TRIMMING

Trim trees and/or vegetation as required to place aerial plant. Unit price to include proper removal and disposal of spoils to an off-site location.

ITEM	DESCRIPTION	UOM	UNIT PRICE
G-1	TRIM TREES/VEGETATION	LF	\$

H POLE RISER

Provide riser as specified or directed, including 4" PVC u-guard and all necessary hardware to install transition from underground to pole.

ITEM	DESCRIPTION	UOM	UNIT PRICE
H-1	PROVIDE & INSTALL POLE RISER W/ 4" PVC U-GUARD	EA	\$

I CORE BORE & BUILDING ENTRANCE RISER

Core bore and seal concrete walls as specified or directed. Unit price shall include any rebar detection that may be required and 6-month maintenance of seal. Provide riser as specified or directed, including 2" galvanized steel pipe, underground sweep, and LB with built-in bend radius, and all necessary hardware to install transition from underground to above-grade building entrance.

ITEM	DESCRIPTION	UOM	UNIT PRICE
I-1	PROVIDE & INSTALL BLDG ENTRANCE RISER W/ 2" GALVANIZED SWEEP AND PIPE, METAL LB W/ BUILT-IN BEND RADIUS	EA	\$
I-2	CORE BORE SEAL CONCRETE BUILDING WALL (EXTERIOR)	EA	\$
I-3	CORE BORE & FIRE-STOP CONC. BLOCK WALL (INTERIOR)	EA	\$

J INSTALL FIBER CABLE - UNDERGROUND

Install fiber optic cable in existing underground conduit or duct, through manholes/handholes, per manufacturer's specifications, including lube, locatable mule tape, labeling, etc.

ITEM	DESCRIPTION	UOM	UNIT PRICE
J-1	INSTALL 12 FIBER CABLE	LF	\$
J-2	INSTALL 24 FIBER CABLE	LF	\$
J-3	INSTALL 48 FIBER CABLE	LF	\$
J-4	INSTALL 96 FIBER CABLE	LF	\$
J-5	INSTALL 144 FIBER CABLE	LF	\$
J-6	INSTALL 288 FIBER CABLE	LF	\$

K ISP CONDUIT

Provide inside plant (ISP) conduit system, including but not limited to electrical metallic tubing (EMT) conduit, pull boxes, plenum innerduct, and other appurtenances as may be necessary.

ITEM	DESCRIPTION	UOM	UNIT PRICE
K-1	PROVIDE & INSTALL 2" EMT CONDUIT	LF	\$
K-2	PROVIDE & INSTALL 1 ¼" PLENUM INNERDUCT	LF	\$
K-3	PROVIDE & INSTALL 1 ½" PLENUM INNERDUCT	LF	\$
K-4	PROVIDE & INSTALL 12"x12" NEMA PULL BOX	EA	\$

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L SPLICE/TERMINATE & TEST FIBER CABLE

Fusion splice (ISO-9001 certified automatic core alignment unit), terminate, and test (per TSB-140) Corning SM-fiber strands, including but not limited to splice housings, modules, trays, pigtails, heat shrink sleeves, and other incidental materials to be in compliance with Corning NPI parameters.

ITEM	DESCRIPTION	UOM	UNIT PRICE
L-1	PROVIDE & INSTALL 24-PORT WALL MOUNT CABINET	EA	\$
L-2	PROVIDE & INSTALL 48-PORT WALL MOUNT CABINET	EA	\$
L-3	PROVIDE & INSTALL 7' X 19" FREE-STANDING EQUIPMENT RACK	EA	\$
L-4	PROVIDE & INSTALL 02U TERMINATION PANEL	EA	\$
L-5	PROVIDE & INSTALL 04U TERMINATION PANEL	EA	\$
L-6	PROVIDE & INSTALL SPLICE CASE	EA	\$
L-7	SPLICE & TEST FIBER CABLE EACH STRAND (1-12 FIBERS)	EA	\$
L-8	SPLICE & TEST FIBER CABLE EACH STRAND (13-24 FIBERS)	EA	\$
L-9	SPLICE & TEST FIBER CABLE EACH STRAND (25-48 FIBERS)	EA	\$
L-10	SPLICE & TEST FIBER CABLE EACH STRAND (49-96 FIBERS)	EA	\$
L-11	SPLICE & TEST 144 STRAND FIBER CABLE	EA	\$
L-12	SPLICE & TEST 288 STRAND FIBER CABLE	EA	\$
L-13	ENTER EXISTING SPLICE CASE	EA	\$
L-14	RING CUT	EA	\$
L-15	PROVIDE & INSTALL 12-PACK CCH MODULE	EA	\$
L-16	PROVIDE & INSTALL SPLICE TRAYS	EA	\$
L-17	PROVIDE & INSTALL SPLICE TRAY HOLDERS	EA	\$
L-18	INSTALL POLE MOUNT CROSS CONNECT BOX	EA	\$

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M EMERGENCY RESPONSE AND OUT-OF-SCOPE SERVICES

Mobilize to site and provide emergency or other out-of-scope services to repair or replace damaged fiber optic cable, conduit, innerduct, or other associated equipment/material.

ITEM	DESCRIPTION	UOM	UNIT PRICE
M-1	LINE CREW-3 WORKERS, BUCKET TRUCK, SUPPORT VEHICLE	HR	\$
M-2	SAME AS ABOVE, SUNDAY/HOLIDAY	HR	\$
M-3	FIBER OPTIC SPLICER	HR	\$
M-4	SAME AS ABOVE, SUNDAY/HOLIDAY	HR	\$
M-5	FLAGGER	HR	\$
M-6	SAME AS ABOVE, SUNDAY/HOLIDAY	HR	\$
M-7	LINE WORKER	HR	\$
M-8	SAME AS ABOVE, SUNDAY/HOLIDAY	HR	\$

N PERFORMANCE BOND

Cost to provide a 100% performance bond and 25% maintenance bond.

ITEM	DESCRIPTION	UOM	UNIT PRICE
N-1	PERFORMANCE BOND	EA	\$
N-2	MAINTENANCE BOND	EA	\$

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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 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.

Proposer Company Name: _____

Signature _____

Name (Printed) _____

Title _____

Date _____

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR ERIENET LDC 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 "ErieNET LDC, 95 Franklin St, Buffalo NY, 14202."
 - B. ECC Technologies, Inc., 2136 Five Mile Line Rd., Rochester, NY 14526 will be named as additional insured.
 - C. Coverage must comply with all specifications of the contract.
 - D. 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. Minimum coverage with limits are as follows (Column A):

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.	\$10,000,000	\$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				
ErieNET, 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

- IV. Construction contracts require excess Umbrella Liability limits of \$10,000,000.
- V. Coverage must be provided on a primary-noncontributory bases.
- VI. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VII. 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.
- VIII. Waiver of Subrogation: Required on all lines unless noted.
- IX. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- X. 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

- XI. 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.

ATTACHMENT "A"

Non-Disclosure Agreement

CONFIDENTIALITY and NON-CIRCUMVENTION AGREEMENT

Between

“ErieNET”

And

“(Contractor)”

THIS CONFIDENTIAL AGREEMENT (“Agreement”) is made as of this ___ day of _____ between and by **ErieNET**, with its principal office at (“herein ERIENET”) and **Contractor**, with its principal office at _____, (“herein Contractor”) and each of the undersigned representatives of each company, respectively (the “Representative” or “Representatives”). ERIENET and Contractor, as well as the Representatives, are collectively referred to as the “Parties” or, individually, as “Party.”

WHEREAS, each of the Representatives of Parties intend to discuss certain transactions and information related to the potential Contract for the construction of dark fiber optic cable by **Contractor** (“THE TRANSACTION”),

WHEREAS, each of the Representatives, in the course of meetings, discussions, and/or correspondence relating to the Transaction, may disclose certain confidential and proprietary information regarding each Party’s business plans, financial and operational data, services, products, and strategic contacts;

WHEREAS, each of the Parties desires to protect its proprietary rights and further desires to prevent unauthorized disclosure of any nonpublic information regarding its individual business plans, financial and operational data, products and services;

WHEREAS, the Representatives collectively desire to prevent unauthorized disclosure by any one of them of any nonpublic information regarding the Transaction and the business plans, financial and operational data, products and services associated therewith;

WHEREAS, the Parties intend to have the “confidential information” as defined below treated as being confidential and/or proprietary.

1. Definition of Confidential Information. In connection with the Transaction being discussed among the Representatives, each of the Parties and their Representatives may disclose certain information intended to remain as proprietary and confidential, including information regarding business plans, financial data, operational data, product development plans,

products, services, and contacts. The information furnished by either of the Parties or any Representative is hereinafter referred to as "Confidential Information" and such Confidential Information shall belong to the Party furnishing the same (through one or more of its Representatives) and shall be treated as Confidential Information as provided herein. The term "Confidential Information" shall not include information which was or becomes generally available to the public other than as a result of a disclosure by a Representative or his affiliates, agents or advisors including, without limitation, attorneys, accountants, consultants, bankers and financial advisors (collectively "Affiliates").

2. Use of Confidential Information. The Representatives of a Party shall not use any Confidential Information disclosed by the Representatives of the other Party or pertaining to the Transaction for its own use or for any purpose other than to carry out the discussions between the Parties. Neither Party shall without the prior written consent of the disclosing Party copy, re-produce, adapt, divulge, disclose, publish, confirm, deny or circulate (or authorize or permit anyone else to copy, re-produce, adapt, divulge, disclose, publish, confirm, deny or circulate) any of the Confidential Information disclosed or communicated to it by the other Party. Upon completion of this Agreement, Contractor and/or its employees and subcontractors shall return to ERIENET all data, materials and other work product, in their current condition and return to **ERIENET** including any copies of such data and materials in **Contractor's** possession, supplied to it in connection with this Agreement.
3. No License or Right to Reproduce. Nothing contained in this Confidential Agreement shall be construed as granting or conferring on any Party or its Representatives, any rights, by license or otherwise, to reproduce or use in any other matter any Confidential Information disclosed hereunder by the other Party or its Representatives or pertaining to the Transaction, except to further the Transaction and the business relationship between the Parties.
4. Non-Competition. For a Period of Two (2) years from the date of this Confidentiality Agreement, no Party nor any of its respective Representatives shall directly, on behalf of itself or himself or any other person, use any Confidential Information disclosed by the other Party or its Representatives or pertaining to the Transaction, except in connection with the furtherance of the Transaction and the business relationship between the Parties.
5. Non-Circumvention. Each party agrees with the other that the principals whom they represent, and all the people each introduces to the other, are only to be contacted through the respective Parties herein and neither Party shall circumvent each other to contact in any way whatsoever, whether directly or indirectly, people and/or institutions and companies, to whom it is introduced by the other party. Each Party further agrees that it shall not do any business with each other's contacts, people, institutions or sources without written permission from the other Party.
6. No Further Obligation. Neither the disclosure nor receipt of Confidential Information shall obligate a party to undertake any business relationship with the other Party in connection with the Transaction. The Parties and the Representatives understand and acknowledge that neither Party is making any representation or warranty, express, or implied, as to the accuracy or completeness of the Confidential Information, and that only those representations or warranties that are made in a definitive agreement when, and if executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, will have any legal effect.
7. Damages. Each party agrees that monetary damages would not be a sufficient remedy for a

breach of this Clause and that each party shall be entitled to specific performance or any other injunctive relief, where applicable, as a remedy in equity for any such breach of this Clause. Any remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to the parties in law or equity.

8. Severability. If any provision of this Agreement is held to be invalid, illegal, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.
9. Governing Law. This Agreement shall be construed and governed in accordance with the rules of the State of New York legal system.
10. Termination. This Agreement shall terminate on the earlier of the execution of definitive agreement by the Parties, the unanimous agreement of the undersigned Parties, or Two (2) years from the date hereof.
11. Entire Agreement. This Confidentiality Agreement embodies the entire understanding among the Parties and their respective Representatives with regard to the Transaction, the Confidential Information and all other subject matter described or contained herein, and it incorporates and supersedes any previous confidential agreement(s) between and among the Parties. This Agreement may not be amended, changed, altered or modified in any way, except by a writing signed by the Parties. This Agreement may be executed in a number of counterparts which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidential Agreement as of the day and year first above written.

ACCEPTED AND AGREED

The undersigned expressly certify or affirm that the contents of any statements made or reflected in this document are truthful and accurate.

Signed by “_____”(Contractor)”

Date _____

Signed by “ErieNET”

Date: _____