



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

**FOR PROFESSIONAL ENGINEERING  
SERVICES FOR A MIDDLE MILE FIBER OPTIC  
NETWORK**

**RFP # 2024-04CI**

**RFP DATE: MAY 30, 2024  
DUE DATE: JUNE 28, 2024**

**ERIENET LDC  
1 SENECA ST., SUITE 2900  
BUFFALO, NEW YORK 14203**

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

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

## **1. GENERAL INFORMATION**

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

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

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

More information can be found at:

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

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

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

The professional engineering firm will produce any drawings that require a NYS licensed professional engineer or licensed land surveyor to stamp and seal. The ErieNet construction project encompasses NYS, NYSDOT, NYSTA, Rail Roads, Erie County, City of Buffalo, and other municipalities’ property and right of way that may require professional services, in particular underground construction permits.

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

**A. New York State Labor Law Requirements**

a. General

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

b. Working Hours

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

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

c. Wage Rates

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

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

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

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

f. Anti-Discrimination

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

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

g. Sexual Harassment Training

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

**D. Schedule**

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

RFP Advertisement Date	May 30, 2024
RFP Questions Due	June 10, 2023
RFP Questions Response Due	June 21, 2024
RFP Due Date	June 28, 2024 by 4pm

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

ErieNet LDC  
1 Seneca St., Suite 2900  
Buffalo, New York 14203  
[Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)

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

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

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

ErieNet LDC  
1 Seneca St., Suite 2900  
Buffalo, New York 14203  
[Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com)

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

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

- c. Proposals shall be emailed to [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com), and are required to be submitted by 4:00 pm on **June 28, 2024**. There will not be a public opening of Vendor proposals.
- d. Proposers **MUST** sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.

### 3. RESPONDENTS

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

### 4. SCOPE OF WORK

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

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

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

- 1) The SELECTED CONSULTANT shall meet with the ErieNet LDC, ECC Technologies, and potentially others to discuss project scope.
- 2) The SELECTED CONSULTANT shall become familiar with all necessary documents, agreements, and regulations relevant to the project, including ECC Technologies' ErieNet fiber optic network design and construction documents.
- 3) The SELECTED CONSULTANT shall perform all work necessary to meet the project timeline as outlined in the Project Schedule.
- 4) The SELECTED CONSULTANT must understand that in-person meetings with the LDC, in Buffalo may be required.
- 5) The ErieNet LDC will expect the Professional Engineer Consultant to perform the services listed below. Proposals should clearly address all items and follow the requirements and procedures where applicable.
- 6) **NYSDOT:** Prepare and submit Perm75 permit plans for aerial and underground fiber optic cable routes along and across NYSDOT roads. Plans must meet NYSDOT Perm75 requirements. Plans must include standard traffic control plans, construction details, NYS Licensed Engineer stamp (NYS PLS stamp when necessary).
  - (1) **NYSDOT Aerial:** Estimated 80 miles
  - (2) **NYSDOT Underground:** Estimated 3.5 miles
- 7) **NYSTA:** Prepare permit plans for aerial and underground fiber optic cable routes along and across NYSTA roads. Plans must meet NYSTA requirements. Plans must include standard traffic control plans, construction details, NYS Licensed Engineer stamp, soil samples and frac out calculations (when required).
  - (1) Total number of NYSTA crossing permits to be determined by the contractor awarded the project during the analysis phase.
- 8) **Erie County:** Prepare permit plans for underground fiber optic cable routes along and across Erie County roads. Plans must meet Erie County requirements. Plans must include standard traffic control plans, construction details, and NYS Licensed Engineer stamp.
  - (1) **Erie County Underground:** Estimated 1.5 miles
- 9) **Railroad Permits:** Prepare permit plans for aerial and underground fiber optic cable routes crossing railroad property. Plans must meet individual railroad company requirements. Plans must include standard traffic control plans, construction details, and NYS Licensed Engineer stamp.

- (1) Total number of RR crossing permits to be determined by ECC. Consultant will prepare RR permit plans upon ECC's request.

**Notes:**

- i. Mileage and segment estimates are subject to change as final design and construction events dictate.
  - ii. ECC to submit all County, NYSTA, and Railroad permits. ECC to prepare and submit all City, Town, Village, and Erie County aerial permits. Consultant will submit all NYSDOT permits.
  - iii. Reviewing agencies may request site-specific traffic control plans.
- 10) Mileage and segment estimates may be subject to change as final design and construction events dictate.

## **5. SCHEDULE**

This is a time is of the essence contract. Permits must be submitted on a timely basis to keep to the overall construction schedule. Work shall commence immediately upon contract execution with weekly submission of permit applications. Construction begins Q3 2024 and shall be substantially complete by Q4 2025.

Permitting begins Q3 2024 and will be substantially completed no later than end of Q2 2025.

## **6. GENERAL PROPOSAL REQUIREMENTS**

### **A. Experience of Firm/Project Team**

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

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

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



### **C. Approach and Methodology**

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

### **D. Fee Proposal**

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

### **E. Hourly Personnel Rates**

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

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

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

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

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

- a) Proposer's demonstrated capability to provide the material and services.
- b) Proposer's experience to perform the proposed services.
- c) Proposer's commitment to including Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- d) Proposer's financial ability to provide the services.
- e) Evaluation of the proposer's cost proposal and unit pricing. It should be noted that while price is not the only consideration, it is an important one.

- f) A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- g) An evaluation of the proposer's submit product specifications and supporting information meets the RFP technical specifications and delivery schedule.
- h) The proposer's presentation at and the overall results of any interview conducted with the proposer.
- i) Proposers must be concise as possible with their responses.

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

A. VALUE (40%)

1. Fee Proposal
2. Hourly Personnel Rate Schedule

B. PERFORMANCE (20%)

1. Completeness and compliance with the RFP documents, including all required submittal information and proposal forms.
2. References with contact information for projects of similar scope and solution completed within last 3 years
3. Ability to meet or exceed specifications
4. Distinguishing features of proposed solution
5. Ability to demonstrate vendor financial viability.

C. Schedule (20%)

D. MWBE GOALS (20%)

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

## 7. STATEMENT OF RIGHTS

### 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 counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from ErieNet, its officers, employees or agents, shall not be binding against ErieNet, its officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the ErieNet LDC Board.
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that ErieNet reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
  - To reject any or all proposals;
  - To issue amendments to this RFP;
  - To issue additional solicitations for proposals
  - To waive any irregularities in proposals received after notification to proposers affected;
  - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
  - To conduct investigations with respect to the qualifications of each proposer;
  - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
  - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
  - To select the proposal that best satisfies the interests of ErieNet and not necessarily on the basis of price or any other single factor;
  - To interview the proposer(s);
  - To request or obtain additional information ErieNet deems necessary to determine the ability of the proposer; and
  - To modify dates.
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from ErieNet for the expenses of preparation. ErieNet assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.

- While this is an RFP and not a bid, ErieNet reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process.
- ErieNet is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

## **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. 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.

#### **E. 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.

#### **F. 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.

#### **G. 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.

#### **H. EFFECTIVE PERIOD OF PROPOSALS**

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

**SCHEDULE "A"**

**PROPOSER CERTIFICATION**

<b>Professional Services Rate Card</b>	<b>Unit</b>	<b>Rate</b>
<b>NYSDOT : Aerial Permit Plans - Up to 1/2 mile (no survey)</b>	Each	
<b>NYSDOT : Aerial Permit Plans - Beyond 1/2 mile (no survey)</b>	Per Foot	
<b>NYSDOT: Aerial Permit Plans - Up to 1/2 mile (with survey)</b>	Each	
<b>NYSDOT : Aerial Permit Plans - Beyond 1/2 mile (with survey)</b>	Per Foot	
<b>NYSDOT : UG Permit Plans - Up to 700 LF (with survey)</b>	Each	
<b>NYSDOT : UG Permit Plans - Beyond 700 LF (with survey)</b>	Per Foot	
<b>NYSDOT: Perm75 Submissions</b>	Each	
<b>Erie County: UG Permit Plans - First 700 LF (no survey)</b>	Each	
<b>Erie County: UG Permit Plans - Beyond 700 LF (no survey)</b>	Per Foot	
<b>NYSTA: Aerial Permit Plans - Up to 700 LF (no survey)</b>	Each	
<b>NYSTA: Aerial Permit Plans - Beyond 700 LF (no survey)</b>	Per Foot	
<b>NYSTA: UG Permit Plans - Up to 700 LF (no survey)</b>	Each	
<b>NYSTA: UG Permit Plans - Beyond to 700 LF (no survey)</b>	Per Foot	
<b>Soil Bores (2 required per permit)</b>	Per Permit	
<b>Railroad: Aerial Crossing Permit Plans</b>	Per track	
<b>Railroad: UG Crossing Permit Plans</b>	Per track	
<b>Site-Specific Traffic Control Plan - Up to 1 phase</b>	Each	
<b>Site-Specific Traffic Control Plan - Beyond 1 phase</b>	Per Phase	
<b>NYS Licensed Survey Stamp</b>	Each	
<b>NYS Licensed Engineer Stamp</b>	Each	

**HOURLY PERSONNEL RATE SCHEDULE**

*Also submit with the proposal, the hourly personnel rate schedule.*

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

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

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

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

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

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



**SCHEDULE "B"**

**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. shall be named as an 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, a notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: ErieNet LDC, responsible for entering into the agreement for construction, purchase, lease, or service.
- IV. Minimum coverage with limits is as follows (use Column C Professional Services):

Vendor Classification	A Constructi on and Maintenance	B Purchase or Lease of Merchandis e or Equipment	C <b>Professional Services</b>	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession- aires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	<b>\$1,000,000 CSL</b>	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	<b>\$2,000,000</b>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	<b>\$2,000,000</b>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	<b>INCLUDE</b>	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		<b>\$1,000,000 CSL</b>	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		<b>INCLUDE</b>	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		<b>INCLUDE</b>	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		<b>INCLUDE</b>	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	<b>\$1,000,000</b>	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	<b>STATUTORY</b>	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	<b>STATUTORY</b>	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			<b>\$5,000,000</b>				
ErieNet, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	<b>Gen. Liab., Auto Liab., &amp; Excess</b>	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

DBL (Disability Benefits Law) Forms

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

U-26.3	New York State Insurance Fund		
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- XII. The "ACORD" form certificate may be used in place of ErieNet Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NUM LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

ErieNET Local Development Corporation  
 95 Franklin Street  
 Buffalo, NY 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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