



**ERIE COUNTY  
REQUEST FOR PROPOSALS (RFP)  
EMERGENCY SERVICES  
FACILITY UTILIZATION & MASTER PLAN**

**RFP # 2026-039VF**

**June 1, 2026**

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

# **COUNTY OF ERIE REQUEST FOR PROPOSALS**

## **EMERGENCY SERVICES FACILITY UTILIZATION & MASTER PLAN**

### **1. INTRODUCTION**

Proposals are being solicited from qualified consulting firms possessing knowledge, skills, and experience in pre-architectural planning, engineering and related services to provide a comprehensive facility and operational analysis for the Erie County Training and Operations Center (ECTOC) and associated emergency services campus. The ECTOC is located at 3359 Broadway in the Town of Cheektowaga.

The intent of this Study is to provide a comprehensive programming and space utilization analysis of the ECTOC campus to evaluate the feasibility of co-locating public safety functions, including a 24/7 E-911 and Next Generation 911 (NG911) center and potentially including a public safety training academy facility. The study aims to balance current facility demands with future requirements through a high-level planning lens, ensuring that the integration of new services does not negatively impact existing operations, including police/emergency response training classrooms, without a replacement plan.

The selected consultant (Consultant) will assess building and site conditions, capacity, and constructability against future needs to develop a site master plan that ensures continuity of operations. The final report will provide alternatives, including a preferred alternative, along with cost estimates and actionable recommendations on space allocation and infrastructure investment needs. The document will ultimately be used by decision-makers to determine whether existing facilities can be modified and expanded or if a transition to a new site is required to meet the County's long-term emergency services goals and mandates in a fiscally responsible manner.

### **2. PROJECT BACKGROUND AND OBJECTIVES**

The ECTOC provides certifications, continuing education, board meeting spaces and other functions, including programming to meet state and federal training requirements for professionals across Erie County involved in emergency management, fire, emergency medical services, law enforcement, and other public safety entities. During natural disasters or large-scale events, the entire facility is converted to an Emergency Operations Center (EOC) hosting municipal, County, New York State, and federal agencies as required to facilitate expedited response and recovery solutions. The ECTOC hosts a monthly average of 140 trainings and 1.25 days of EOC activations.

The current campus includes 7 separate buildings, including a 6,500 sf 1-story building used for training space and offices, a 6,000 sf 10-bay garage building, a 6,500 sf 8-bay garage building, a 9-story tower used for fire training, and a 5-story building used for training.

The ECTOC is facing two constraints: outdated and insufficient facility capacity to meet usage demand and requirements, and inadequate secure, climate-controlled storage space for equipment and training assets. The facility footprint was last updated 25 years ago, and as currently configured, lacks the space necessary to keep pace with contemporary needs or to host a growing amount of required training activities for public safety agencies. Recent growth in training requirements combined with accumulating assets (training trailers, SCBAs, PPE, rescue equipment, ATVs, UTVs, snowmobile vehicles, and live-fire training materials) has strained current facility capacity.

The insufficient facility capacity has resulted in a reduction in the number of training classes per year, scheduling conflicts, reduction in mutual aid training opportunities due to inability to host large-scale inter-agency courses, and inadequate restroom, locker room, and kitchen space.

The lack of appropriate storage space has led to assets like trailers, equipment, and training props being stored in areas that lack appropriate climate control and security measures. Some equipment is stored outdoors or in mixed spaces, raising the risk of damage, degradation, and shortened service life. These issues also complicate inventory management and staging needs, potentially leading to delays in asset deployment, higher lifecycle costs, potential safety and compliance issues, and slower operational response during incidents requiring specialized equipment.

Erie County is also evaluating the addition of 24/7 hot 911 backup capabilities, NG911, and potential of a public safety training academy facility to the site.

The primary objectives of this study are to:

- Assess existing site and building conditions, space utilization, functions and programming, and constraints of the current ECTOC facility and campus.
- Determine future space needs based on legal mandates, current and projected usage, user agreements, and modern best practices in emergency services facilities.
- Assess the feasibility of integrating proposed new programming, including E-911/NG911 and public safety training academy, within the existing ECTOC footprint or via building additions without negatively impacting existing operations or space requirements.
- Develop a set of alternatives, including a preferred alternative that will guide Erie County toward a facility/campus that accommodates the needs of emergency services, allows for the most efficient use of existing County resources, and is economical. Alternatives may include some mix of the following: site reconfiguration, building renovation, building addition, construction of a new building on site, use of adjacent properties, including the adjacent Town of Cheektowaga-owned parcel, or relocation to a new site.

### **3. GENERAL INFORMATION AND REQUIREMENTS**

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

- B. Pursuant to Erie County Local Law 5-1 (2023), firms are encouraged to include Service-Disabled Veteran-Owned Businesses (SDVOBs) in their teams in order to meet Erie County's goal of 6% SDVOB participation. Certified proposers shall include proof of certification under the New York State Service-Disabled Veteran-Owned Business Act.
- C. **Proposers MUST sign the Proposal Certification attached hereto as Exhibit "A." Unsigned proposals will be rejected.**
- D. **One (1) original, six (6) print copies, and one (1) PDF copy of the proposal on a flash drive are required to be submitted by 3:00 pm on July 6, 2026. Proposals MUST be signed. Unsigned proposals will be rejected.**
- E. **All firms wishing to participate in this process must register electronically with [planning@erie.gov](mailto:planning@erie.gov). All further information and contact from Erie County will be sent electronically.**
- F. **An optional tour of the facilities will take place on June 12, 2026. If firms plan on attending the tour of facilities, they must register electronically with [planning@erie.gov](mailto:planning@erie.gov) and include a list of the individuals planning to attend.**
- G. Any requests for RFP interpretations should be made electronically by June 17, 2026 to [planning@erie.gov](mailto:planning@erie.gov). No requests for oral interpretations via telephone or in person will be accepted. A single response to all questions will be made as outlined in the schedule. No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.
- H. **ERIE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN**
- I. This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.
- J. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
- K. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- L. The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

M. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

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

##### **A. Project Initiation**

1. Project kickoff: Initial meetings with Steering Committee and facility staff and leadership.
2. Conduct site visit(s) to become familiar with existing conditions.

##### **B. Existing Facility Condition Assessment**

1. Conduct a comprehensive operational, logistics, and space analysis of the current facilities at the ECTOC, including
  - a) High level evaluation of physical plant, equipment, operating systems and capacities, including mechanical, electrical, plumbing, structural, HVAC, fire protection, water, sewer, and other utility infrastructure.
    1. Assess compliance with building and fire codes, regulatory requirements, and best management practices; identify any impediments to future building modifications that may be necessary.
  - b) The Consultant will deliver a report detailing the condition of physical and critical building systems and identifying any necessary short- or long-term capital improvements required to maintain existing functions.

##### **C. Space Utilization and Needs Assessment**

1. Provide an inventory of all current functions, departments, and services operating within the existing ECTOC site and buildings.
  - a) Develop functional and architectural narratives describing each functional area, responsibilities/activities, access, equipment, and square footage.
  - b) Prepare adjacency diagrams or concept-level floor plans identifying relationships between each area.
2. Identify unmet needs: determine what functions are currently restricted or omitted due to space constraints (e.g., E-911 backup, expanded classroom training, specialized equipment storage).

3. Evaluate the space requirements for a primary/backup 911 Center.
4. Quantify how many training classrooms are required based on current and projected certification demands and mandates.
5. Develop a set of facility requirements, detailing what an ideal facility for a future ECTOC requires, including a breakdown of square footage by use.
6. Review and evaluate current usage of the site by various County, town and city departments for consistency with core mission of the site.
7. Complete an inventory of existing user agreements.
8. Review and evaluate present practices for consistency with the core mission of the site.

**D. Site Master Plan Alternatives and Feasibility**

1. The study should explore multiple development scenarios, analyzing the ripple effect of each to ensure that solving one space problem on site does not create another. Each scenario should include a concept site plan and cost estimate completed by a NYS-licensed professional architect or engineer, compliance with building codes, federal, state, and local requirements, and best management practices.
2. The alternatives should evaluate opportunities for collaboration with adjacent property owners, especially the Town of Cheektowaga which owns the adjacent 39-acre parcel at 3301 Broadway. This could include mutually beneficial shared access and ingress/egress improvements, potential property/land swaps to optimize site configuration, or opportunities for shared building or site infrastructure uses.
3. Alternatives could include any combination of the following:
  - a) Renovate existing building footprint and site to accommodate addition of E-911/NG911 functions and any additional required storage or other identified space requirements. This would include a breakdown of the positives and negatives, and would specifically address any displacement of existing training classrooms and the cost/feasibility of relocating those classrooms.
  - b) On-site expansion. This may involve some mixture of building renovation or building expansion and on-site reconfiguration to accommodate the addition of E-911/NG911 functions and any additional required storage or other identified space requirements. This would include a breakdown of the positives and negatives, and would specifically address any displacement of existing training classrooms and the cost/feasibility of relocating those classrooms.

- c) Off-site relocation/new construction. This may require relocation of the proposed public safety training academy facility functions at a different site if it is found to be impractical to accommodate those at the existing site. This option should also include recommendations for building renovation/expansion and site reconfiguration at the existing site required to accommodate space needs for classrooms, storage space, and other functions.

4. Selection of Preferred Alternative

- a) The Consultant is expected to work with County stakeholders to select a preferred alternative based on cost, feasibility, and ability to meet the needs of the ECTOC as identified in sections B and C of this Scope of Work.
- b) The final report should include an action plan to guide County officials going forward, including a timeline, phasing, required approvals, future RFPs, costs, and potential sources of funding.

5. SEQR

- a) Based upon the selected alternative, assist the County with the SEQR process.
- b) The consultant will develop a Part 1 SEQR, short form or long form.

6. Site Assessment (alternate)

- a) If the alternative selected includes acquisition of a new site, the consultant will perform a Phase I Environmental Site Assessment that complies with ASTM E1527-13.

**E. Other Project Particulars** (*Tasks include but are not limited to*):

1. The Consultant deliverables shall include reports and associated elements for each of the above tasks. Individual reports will be compiled into one report.
2. The Consultant shall prepare the preliminary documents for final review by the Steering Committee.
3. The Consultant shall schedule a meeting(s) to ensure that all comments, feedback, and changes are incorporated into the final documents.
4. The Consultant shall provide Engineer's Estimates of Cost at Conceptual levels.
5. The Consultant shall provide written meeting minutes to the Steering Committee for all meetings during the study.

6. All payment applications made by the Consultant and any sub-consultants must be submitted to the County in a format acceptable to the County for reimbursement of funds.
7. The Consultant shall organize progress meetings with all involved parties (including the Steering Committee).
8. The Consultant shall perform all work necessary to meet the project timeline as outlined in the Project Schedule.
9. The Consultant must understand that in-person meetings with the County (as often as monthly) in Buffalo will be required.

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

**5. BACKGROUND/EXPERTISE OF PARTICULAR VALUE:**

- A. Experience evaluating, planning, and designing county-level emergency services, EOCs, public safety training facilities and E-911/NG911 facilities in New York State.
- B. Experience evaluating and recommending improvements to existing public safety/emergency services facilities, including expertise in concept development, cost estimating, facility capital improvement planning, and best management practices.
- C. Background in projects of a similar nature, with particular emphasis on those that required experience with all relevant New York State and federal regulations, including the New York State Division of Homeland Security and Emergency Services (NYS DHSES) and training/certification space mandates.

Firms should only include project experience from staff that are currently with the firm and included on the proposed project team for this project.

**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 emergency services, architectural, and engineering consulting expertise. Primary personnel in each of the noted disciplines must be identified by name and office location, with resumes included, and should demonstrate satisfactory experience in the past 10 years and depth in each of the

required disciplines. This should also include identifying the firm’s role within any project and the year(s) in which the work took place.

**C. Approach and Methodology**

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

**D. Cost and Budget (separately sealed)**

The Consultant contract will be a fixed price or lump sum cost contract. Therefore, all proposals must contain a Lump Sum Cost Proposal for the scope of services delineated, inclusive of all expenses (there will be no reimbursables). Cost proposals must also include a completed Exhibit “B” breakdown by cost and person hours for the categories outlined. Submit cost proposal in a separate sealed envelope along with the proposal for services.

**E. Hourly Personnel Rates**

As a supplement, a schedule of billable rates for all key personnel (Principal in Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal. 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.

**F. Schedule**

The anticipated schedule for the project is:

RFP Advertisement Date	June 1, 2026
*Tour of Facilities	June 12, 2026
RFP Questions Due	June 17, 2026
RFP Question Response Date	June 23, 2026
RFP Due Date	July 6, 2026

\*Must be registered

**7. EVALUATION, SCORING, RANKING AND SELECTION PROCESS:**

Erie County may short list from the proposals and interviews may be required. The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

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

- Evaluation of the proposer’s fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer’s projected approach and plans to meet the requirements of this RFP.
- The proposer’s presentation at and the overall results of any interview conducted with the proposer.
- Proposers MUST sign the Proposal Certification attached hereto as Exhibit “A.” Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

Scoring and ranking will include the following factors:

**A. Background of Firm**

<b>Factor</b>	<b>Points Available</b>
Experience and performance of firm	10
Specific experience on this type of project	10
Staff assigned to project	10
Local presence for firm	10
M/WBE participation	10

**B. Approach to project**

<b>Factor</b>	<b>Points Available</b>
Understanding of owner’s program and intent	15
Understanding of tasks	15
Schedule	10
Consultant Project Management and Staffing Plan	10
Other factors	10
<b>TOTAL</b>	<b>100</b>

**8. SUBMISSION OF PROPOSALS:**

- A. All firms wishing to participate in this process must register electronically with [planning@erie.gov](mailto:planning@erie.gov). All further information and contact from Erie County will be sent electronically including any addenda.**
- B. There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.**
- C. Proposers MUST sign the Proposal Certification attached hereto as Schedule "A." Unsigned proposals will be rejected.**
- D. One (1) original, six (6) print copies, and one (1) PDF copy of the proposal are required. Proposals MUST be signed. Unsigned proposals will be rejected.**
- E. Cost and budget proposals should be submitted in a separate sealed envelope.**
- F. Proposals must be received at the below address no later than 3:00 PM, July 6, 2026:**
  - Commissioner of Environment and Planning**
  - Erie County Department of Environment & Planning**
  - Rath Building, Room 1053**
  - 95 Franklin Street**
  - Buffalo, New York, 14202**
- G. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.**
- H. Any requests for RFP interpretations should be made electronically to [planning@erie.gov](mailto:planning@erie.gov) by June 17, 2026. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
- I. All consultants should understand that Erie County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short-listed firms will be interviewed prior to recommendation for selection.**
- J. The highest-ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into a contract. Scores and ranking of all firms will be provided to the Legislature and the results will become public record at that time.**
- K. Proposing firms should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract**

execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.

## **9. STATEMENT OF RIGHTS**

### **UNDERSTANDINGS**

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

- That any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law.
- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services.
- By submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same.
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
  - To reject any or all proposals.
  - To issue amendments to this RFP.
  - To issue additional solicitations for proposals.
  - To waive any irregularities in proposals received after notification to proposers affected.
  - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals.
  - To conduct investigations with respect to the qualifications of each proposer.

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

## **10. CONTRACT**

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

The term of the contract shall be for a One (1) year period commencing \_\_\_\_\_, 20\_\_ and terminating \_\_\_\_\_, 20\_\_ The County, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional year periods at the same prices and conditions.

## **INDEMNIFICATION AND INSURANCE**

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

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

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

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

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Exhibit “C.”

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

## **INTELLECTUAL PROPERTY RIGHTS**

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

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace

it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

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

## **NON-COLLUSION**

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

## **CONFLICT OF INTEREST**

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

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

## **COMPLIANCE WITH LAWS**

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

## **CONTENTS OF PROPOSAL**

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

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

**“NOTICE”**

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

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

and

b) Clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " **\* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

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

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

**EFFECTIVE PERIOD OF PROPOSALS**

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

**EXHIBIT "A"**

**PROPOSER CERTIFICATION**

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

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

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

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

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

**EXHIBIT "B"**

**COST PER SCOPE ITEM GRID**

<b>Scope Item</b>	<b>Estimated Hours</b>	<b>Cost</b>
A. Project Initiation		
B. Existing Facility Condition Assessment		
C. Space Utilization and Needs Assessment		
D. Site Master Plan Alternatives and Feasibility		
E. Other Project Particulars		

**EXHIBIT "C"**

**STANDARD INSURANCE PROVISIONS**

**COUNTY OF ERIE STANDARD INSURANCE PROVISIONS**

**INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE**

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

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

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI. Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted.
- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.

**Use Applicable Certificates Below:**

**Workers Compensation Forms**

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

**DBL (Disability Benefits Law) Forms**

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

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