



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

**INTERNET SERVICES FOR MIDDLE MILE
FIBER OPTIC NETWORK**

RFP # 2026-03CI

**RFP DATE: July 10, 2026
DUE DATE: August 7, 2026**

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

INQUIRIES AND PROPOSALS SHOULD BE DIRECTED TO:

Courtney Italia: Courtney.Italia@erienet.com

1. GENERAL INFORMATION

ErieNet Local Development Corporation, hereinafter referred to as “ErieNet” or “the Corporation,” is seeking proposals for sales and operations support 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. ErieNet’s operations include the operations and expansion of the middle-mile broadband fiber optic network in Erie County.

The project is funded by the ErieNet LDC using American Rescue Plan (ARP) funds from Erie County together with additional funding provided through the New York State ConnectALL Office Municipal Infrastructure Program. 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: www.erienet.com

The intent of this Request for Proposals (RFP) is to award a contract to the responsible Internet Service Provider(s) whose qualifications, and other factors considered, are the most advantageous to ErieNet.

2. REQUIREMENTS

A. Submission Instructions:

1. RFP Schedule

The anticipated schedule for this RFP is:

RFP Advertisement Date	July 10, 2026
RFP Questions Due	July 24, 2026
RFP Questions Response Due	July 31, 2026
RFP Due Date	August 7, 2026 by 4pm

2. Inquiries. Inquiries concerning this RFP should be sent to:

ErieNet LDC
1 Seneca St., Suite 2900
Buffalo, New York 14203
Courtney.Italia@erienet.com

3. 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.

4. Instructions to Prospective Contractors/Submission of Proposals

- a. All firms wishing to participate in this process must register via email to 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

Request for Proposal
[TIME] [DATE]
SEALED PROPOSAL for Utility management Services

**** Proposals may be emailed Courtney.Italia@erienet.com with subject line reading “Request for Proposal for Internet 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, and are required to be submitted by 4:00 pm on **August 7, 2026**. There will not be a public opening of submitted 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 and Service Disabled Veteran Owned Businesses.** Efforts will be made by ErieNet to utilize small businesses, women and/or minority, and/or service disabled veteran owned businesses.
- C. **Notification of Award.** It is expected that a decision selecting the successful ISP(s) 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 contractor.
- 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. PURPOSE

It is the intention of ErieNet to receive proposals from qualified Internet Service Providers (ISPs) for Direct Internet Access (DIA) on behalf of our subscribers. The Service will be capable of 1,2,5,10 and 40G gigabit circuits, with single mode fiber preferred for the connection that can support distances up to 80Km. The Service will be for each of the listed subscriber sites. The sites require a minimum of 1GBps service as well as options for 2GBps, 5GBps, 10GBps and 40GBps service with no over subscription in this model. The Proposer is responsible for defining what type of fiber optic SFP would be required at each of the sites for these connections. Subscribers will be offered the different service speed options after the RFP has been awarded, and the final connection speeds will be provided to the winning Proposer as soon as the list is completed. The infrastructure could be utilized for voice, video and data communications as well as any future applications. Proposal pricing must be all-inclusive, i.e., material, construction, and establishment of rights-of-ways (ROW), etc.

It is a requirement of ErieNet's NYS ESD ConnectAll Municipal Infrastructure Program (MIP) Grant Disbursement Agreement (GDA), that ErieNet solicit a request for proposals for Internet Service for the MIP Community Institutions included in the MIP Grant. Those Community Institutional Subscribers are:

- Erie County
- City of Buffalo
- City of Lackawanna

RFP Schedule A provides building addresses requiring DIA service. Each Community Institution utilizes ErieNet dark fiber to interconnect its site locations back to primary and secondary data centers. The Community Institution will route the proposed Internet service from its data center(s) across its wide area network utilizing ErieNet dark fiber.

The Community Institutions are not obligated to contract for the proposed DIA service. Each have DIA service in place today but will evaluate the proposed service to determine if it is in their best interest to utilize the proposed services.

ErieNet is still in the construction phase of building its network backbone interconnecting with all the municipalities of Erie County. Current and future ErieNet subscribers, including those outside of the MIP grant, will also have the option of the proposer's services.

ErieNet has dark fiber from the subscriber's primary/secondary point of presence or data center to an ErieNet Colocation at:

- ErieNet's PoP – 95 Franklin St., Buffalo, NY 14202
- ErieNet's Backup PoP – 3335 Broadway, Cheektowaga, NY 14227
- Main Place Mall Colocation – 350 Main St., Buffalo, NY 1402
- Victory Technology Center (VTC) – 55 Melroy St., Lackawanna, NY 14218

Respondents may also deliver ISP services directly to the subscriber's primary or secondary point of presence or data center. The proposer shall identify all non-recurring costs (NRCs) for installation from its network to the subscriber's designated demarcation point. NRCs shall include all one-time installation costs, including building entrance, demarcation hardware, internet access devices, SFP optics, and any other related items.

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:

5. SCOPE OF SERVICES

(Tasks include, but are not limited to):

- A. **The SELECTED ISP** shall meet with ErieNet LDC, ErieNet's Consultant, and potentially others to discuss project scope and services.

- B. The SELECTED ISP** shall become familiar with all necessary documents, agreements, and regulations relevant to the project.
- C. The SELECTED ISP** shall perform all work necessary to meet the project timeline as outlined in the Project Schedule.
- D. The SELECTED ISP** must understand that in-person meetings with ErieNet LDC, in Buffalo, may be required.
- E. The SELECTED ISP** shall assign a representative to coordinate locating activities with ErieNet and to serve as the principal liaison between ErieNet and the ISP.

F. REQUIREMENTS

- 1) Proposer does not need to respond for all sites.
- 2) One (1) digital copy of the response emailed to ErieNet.
- 3) Proposer must provide a **Service Level Agreement** as part of the proposal.
- 4) Proposer must include non-recurring costs (NRC), e.g. installation; and monthly recurring costs (MRC) for Internet service costs.
- 5) Pricing shall be on a monthly basis, inclusive of all discounts.
- 6) All pricing shall be inclusive of surcharges, taxes, etc. If pricing is **not** inclusive of surcharges, taxes, etc., clearly note the exception and list all possible surcharges and taxes. ErieNet, City of Buffalo, City of Lackawanna, and Erie County are all NYS Sales Tax Exempt.
- 7) Submit pricing for a three (3) year term, with two (2) one year renewal options.
- 8) Proposer must allow for sites to be upgraded anytime during the contract term and be conterminous to the contract end date
- 9) Proposer must provide a description of Backup DNS service.
- 10) Proposer must detail procedures for 24/7, real time, direct telephone and email access to live technicians in provider's support center via a toll-free number.
- 11) Proposer shall provide a copy of any proposed contract.
- 12) **Proposer must respond in writing to all questions in Attachment "A" below.**

G. Installation Services

- 1) The awarded proposer shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon

completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the awarded proposer unless otherwise specified.

- 2) The awarded proposer shall be required to provide all labor, equipment, materials, and supplies to perform and complete their services.
- 3) Equipment, supplies, and materials shall be stored at the site only on the approval of ErieNet and at the awarded proposer's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
- 4) Work shall be progressed so as to cause the least inconvenience to ErieNet and with proper consideration for the rights of other awarded proposers or workmen. The awarded proposer shall keep in touch with the entire operation and install their work promptly.
- 5) Proposers shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
- 6) Equipment for trade-in shall be dismantled by the awarded proposer and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the awarded proposer shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.
- 7) Under the NYS MIP grant, it is a requirement that all locations shown in Schedule A are installed within 10 days of request for service. Proposers must agree to this timeline. The awarded ISP will promptly notify ErieNet and its representative if this timeline is unable to be met for any reason.

Attachment “A” (Proposer must include responses to Attachment A in their proposal)

- 1) Describe how service will be delivered (hand-off) to: a) Colocation Facility; b) ErieNet Primary/Secondary PoP; and/or c) Subscriber Primary/Secondary location.
- 2) Provide Service Level Agreement.
- 3) Proposer must detail procedures for 24/7, real time, direct telephone and email access to live technicians in provider’s support center via a toll-free number. Describe the Network Operation Center (NOC) services, including problem tracking systems and customer web access.
- 4) Provide network up-time statistics for the past 12-month period.
- 5) Describe any built-in redundancies to protect against network line or equipment failures.
- 6) Describe customer outage notification methods.
- 7) Describe security standards and Internet abuse policies.
- 8) Describe ISP process for adding capacity to the network.
- 9) Describe the bandwidth in the network backbone, detailed for both national and regional, to Erie County Colocations.
- 10) Describe the utilization policy of your backbone capacity. At what point does the ISP expand network capacity in terms of core utilization within their backbone? At what point do you increase the bandwidth with your peering partners?
- 11) Provide online, web accessible network utilization statistics for a 12-month period.
- 12) Provide detailed description of each NY state POP infrastructure with bandwidth connections.
- 13) Provider must supply accurate map of their network in New York State and across the United States. Show current network and planned expansion.
- 14) Describe Tier 1 peering relationships. Describe the number of peering relationships you have and with whom. The map should be as detailed as possible. Please also include Content Delivery Networks such as Microsoft, Google, Amazon, etc.
- 15) Describe support for QOS, multicasting, voice, IPV6, and video.
- 16) Describe the policy and costs for providing additional IP addresses.
- 17) Does your service support IPV6?
- 18) Do you offer Denial of Service protection services? If so, what are those solutions?
- 19) Does your service support Border Gateway Protocol (BGP)?
- 20) Describe Backup DNS service.
- 21) Declare and describe any exceptions to this RFP’s requirements and provisions.
- 22) Provide and additional information that the proposer feels necessary to describe and explain their solution and services.
- 23) Provide requested information from RFP Section 6. Proposal Requirements (A, B, C & D)

6. PROJECT SCHEDULE

ErieNet is currently constructing its backbone fiber optic network infrastructure. The locations included in this RFP are expected to have fiber connectivity tested and turned over to subscribers by October 30, 2026. The NYS ConnectALL MIP grant requires ISP service to be available within ten (10) business days of a subscriber's request; therefore, the earliest date service may be required at a subscriber demarcation location is November 13, 2026.

ErieNet envisions a master agreement between ErieNet and the ISP to be in place no later than September 25, 2026. The subscriber would order service according to their current Internet service terms and their network deployment schedule.

7. PROPOSAL REQUIREMENTS

A. Experience of Company/Project Team

ISPs 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,

C. Approach and Methodology

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

D. Fee Proposal

All proposals must contain a scope of services delineated, inclusive of all expenses. Proposals must include a cost breakdown per Schedule A –Proposal Pricing Spreadsheet and Certification.

8. 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 ISP(s) with qualifications and other factors considered 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.

Proposals submitted by responsive and responsible proposers will be evaluated in the selection process based on *Best Value* that is demonstrated to be in the best interests of the public. Price will be the most heavily weighed factor. Best Value may be determined on price alone or on price and any combination of the following criteria:

- a) Pricing that is assessed to be the most cost effective on an overall and long-term basis. This includes recurring and non-recurring costs.
- b) Carrier Diversity will be a factor. The ErieNet Subscribers are looking for redundancy from existing connections and consideration for this will be given in the evaluation.
- c) Strict compliance in submitting proposals that meet all requirements and specifications contained in this bid at the time of bid submittal.
- d) Possession of corporate resources and proven field capability to meet implementation timelines with no or minimal impact to our subscribers.
- e) Service Provider's history in the implementation and maintenance of this type of service that has been established with other clients. Supporting documentation is required.
- f) Proposal of state-of-the-art technology and leading edge system functionality as specified in the bid for the purposes intended.
- g) Assurances with supporting documentation of customer oriented service levels including response time in resolving issues.
- h) Service Provider's current financial status included with supporting documentation such as Dun & Bradstreet or any similar publication.
- i) Three (3) customer references, with contact information, especially NYS government, public safety, and community institutions.
- j) The proposer's presentation at and the overall results of any interview conducted with the proposer.
- k) Proposers must be concise as possible with their responses.
- l) Ability to comply with NYS MIP grant requirements.
- m) Other factors as deemed necessary by ErieNet to determine Best Value

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

The highest-ranking firm(s) after evaluation and interviews will be recommended to the ErieNet Board of Director for authorization to enter into contract. Evaluation and ranking of all firms will be provided to the ErieNet LDC for a final award determination. ErieNet reserves the right to award contracts to multiple firms.

9. 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 proposer 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 Proposer agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of ErieNet, the Proposer 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 Proposer or third parties under the direction or control of the Proposer; and

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

Upon execution of any contract between the proposer and 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

Proposal Pricing and Certification

All pricing and information required, except signature of proposer, shall be typewritten for legibility. Illegible or vague proposals may be rejected.

No charge will be allowed for federal, state, or municipal sales and excise taxes since ErieNet is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the proposer. Payment of any tax not covered under said exemption must be mutually agreed upon by both parties.

Proposers shall submit responses to Attachment A and the attached Schedule A - Pricing Sheet.xlsx

GUARANTEES BY THE AWARDED PROPOSER

The awarded proposer guarantees:

- i. Their products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- ii. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other awarded proposers.
- iii. To maintain adequate insurance coverage to protect ErieNet from loss in case of accident fire, theft, etc.
- iv. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the awarded proposer free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The proposer shall make any such replacement immediately upon receiving notice from ErieNet.

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 Company Name

By:

Signature

Name and 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, 1 Seneca St, Suite 2900, Buffalo NY, 14203"
- 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 G Public Entity Contracts**):

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.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	\$5,000,000
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

- 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 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.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.