



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

**FOR SALES AND OPERATIONS SUPPORT  
SERVICES FOR MIDDLE MILE FIBER OPTIC  
NETWORK**

**RFP # 2026-02CI**

**RFP DATE: July 1, 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](mailto: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](http://www.erienet.com)

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

# 2. REQUIREMENTS

## A. Submission instructions:

### 1. Schedule.

RFP Advertisement	July 1, 2026
RFP Questions Due	July 24, 2026
RFP Questions Response Due	July 31, 2026
RFP Due Date	August 7, 2026

Proposals must be submitted no later than **4:00 pm on August 7, 2026.**

### 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](mailto: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](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 Utility management Services

*\*\* Proposals may be emailed [Courtney.Italia@erienet.com](mailto:Courtney.Italia@erienet.com) with subject line reading "Request for Proposal for Sales and Operations Support 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 August 7, 2026**. There will not be a public opening of proposals.
- d. Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.

### 3. RESPONDENTS

1. **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.
2. **Small and/or Minority-Owned Businesses.** Efforts will be made by ErieNet to utilize small businesses and women- and/or minority-owned businesses.
3. **Notification of Award.** It is expected that a decision selecting the successful Firm will be made within three (3) 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.
4. 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.

5. 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.
6. 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**

ErieNet is seeking a qualified firm to provide Sales and Operations Support Services to represent the Corporation. The firm will provide services to the Corporation, its Board and staff throughout the term of the engagement, which is expected to be for a period of two (2) years with an option to renew for two (2) one-year terms.

The purpose of this RFP is to obtain meaningful, competitive proposals so the Corporation may select a firm that best meets its needs and requirements in managing its day-to-day operations and executing elements of its business plan. As ErieNet transitions from design and construction to operation of its fiber optic network, it is seeking to build and maintain a client base, including municipalities and those in the telecommunications, healthcare, and education industries.

The ideal consultant will have technical knowledge of the requirements for the buildout of broadband infrastructure, relevant experience creating and executing sales and marketing plans in the telecommunications industry, and experience providing operations management services to assist with the day-to-day operations of an organization in the telecommunications industry.

Prior to submitting a proposal, Offerors, at their own expense, must secure any personnel and licenses required to perform the scope of work. Proposals should also identify any other methods or strategies not identified in this RFP, but that the Offeror may deem necessary to include in their response.

#### **5. SCOPE OF SERVICES**

The Consultant shall provide a detailed Work Plan in the Proposal demonstrating comprehension of the objectives and scope of services to be provided in response to the RFP. The Work Plan must clearly describe in detail the Consultant's approach to timely performance of all services required by the RFP and must include the Firm's staff assigned to complete the services.

**Proposers may:**

- Respond to all or a portion of the scope of work.
- If proposer is selected to provide a portion of the scope of work, the proposer would work with other vendors selected by ErieNet to provide the entire scope of work
- Subcontract a portion of the scope of work.
- Partner with a different proposer to divide the scope of work.
- Propose additional work not included below that is relevant to the maintenance, operation, sales, or development of the network, or the specific business model proposed by the proposer.

## A. SCOPE

1. **Operations Management Services** – The Consultant will perform the duties typically performed by a Chief Operating Officer, including, without limitation:
  - a. The Consultant will assign a designated representative to act as the primary point of contact for the execution of this scope of services and the general operations of ErieNet.
  - b. Creating and overseeing processes and customer interactions;
  - c. Assisting the Executive Director in budget development, forecasting, and reporting;
  - d. Support for filing all federal, state and local regulatory filings including, without limitation, Public Service Commission (PSC) and Federal Communications Commission (FCC) filings on ErieNet's behalf, and ErieNet's annual submissions of USAC (E\*RATE and healthcare) and related filings;
  - e. Developing and executing plans and procedures to achieve annual budget and sales targets;
  - f. Making sure customer experiences are positive;
  - g. Ensuring that installations are completed on time and within budget;
  - h. Ensuring that ErieNet adheres to Service Level Agreements (SLAs);
  - i. Executing key strategic initiatives defined by the Executive Director and the Board;
  - j. Assisting in the preparation of reports and tariffs;
  - k. Coordinating with the ErieNet accountant to verify and provide supporting documentation for invoicing;
  - l. Interfacing with the PSC as necessary; and
  - m. Defining and recommending specific tools required for successful ErieNet operations.
  
2. **Sales and Operations Administration** – The sales function is responsible for attaining ErieNet revenue objectives as established by ErieNet. The Consultant will sell and support ErieNet in acquiring new and retaining existing customers and to execute contracts for lease or IRU of ErieNet fiber. The Consultant will:
  - a. Generate sales and will respond to leads from potential customers, both enterprise level and carrier-based, via phone calls, mailings, public seminars, vendor shows and face to face meetings as necessary;
  - b. Determine customer needs and propose ErieNet-based solutions compliant with Board directives and policies;
  - c. Negotiate master and service agreements with customers, subject to ErieNet approval;
  - d. Administer customer contracts including creation and modifications as

necessary, subject to ErieNet approval;

- e. Provide activity-based reporting, identify and measure key performance indexes.
- f. Assist ErieNet's marketing team as needed.

### 3. Administration

- a. Perform contract maintenance, contract modification, and administer functions such as notice of completion development and project close-out;
- b. Address customer inquiries regarding its invoices; and
- c. Perform other duties as necessary.
- d. Customer Services Center (CSC) - The Consultant will establish customer service center with a 24/7 answering service and on-duty engineer to respond to any maintenance, repair, and/or support issues that may arise on the condition and operability of the dark fiber infrastructure. A ticket will be open to document all OSP fiber service calls and will be assigned to the appropriate ErieNet OSP contractor, Utility, and/or Service Provider necessary to resolve the ticket. The CSC will create, dispatch, track, resolve, and report on all tickets on a monthly basis. The ErieNet Executive Director will be notified of any critical tickets and status of tickets that require Executive review or decisions.

- 1. Consultant will administer and manage on behalf of ErieNet, all OSP contractors, including any initial or renewal procurement bids, RFPs, and RFQs required for obtaining OSP Fiber (aerial, UG, MR), Udig and MNS services. OSP contractor(s) will perform the repairs or maintenance services needed for ErieNet's dark fiber infrastructure, both aerial and underground. The OSP contractors contract directly with ErieNet, with the Operations Consultant acting on ErieNet's behalf to administer and manage the contract.
- 2. The Consultant will assign a Project Manager to act as Single Point of Contact for the CSC. Consultant shall have sufficient staff for 24/7 call answering with a 24/7 on-duty Engineer to respond to critical calls requiring immediate actions. Non-critical calls will be dispatched next business day, during regular business hours (M-F, 8am-5pm), with Consultant assigned staff and ErieNet OSP Contractors.

- 4. **Pre-Sales Design Services** – The Consultant's services will include, but not be limited to:
  - a. Bring solutions and provide cost estimates and timeframes for sales based upon client requests;
  - b. Perform field or desktop surveys as necessary;
  - c. Determine make ready construction, splicing and building entrance costs;
  - d. Create preliminary design drawing documents;
  - e. Prepare cost estimates with make ready and construction time requirements; and
  - f. Communicate with ErieNet's Design and Construction Engineering consultant as necessary to facilitate seamless transition of drawings from preliminary

design to final design package.

5. **Fiber Monitoring** - The Consultant is responsible to manage and support ErieNet's Adtran Monitoring system for dark fiber continuity. The Adtran monitoring system continuously monitors a sample of fiber strands throughout the network. Any break, disruption of service, or service/signal degradation detected by the system will generate a ticket to the CSC. The CSC will alert and dispatch the appropriate resources to resolve the ticket. The CSC may have the monitoring system test signal strength or create an OTDR Trace to trouble shoot a reported outage or disruption of service. The OTDR Trace will help the on-duty CSC engineer locate and diagnose the outage. The CSC will include fiber monitoring reports in the monthly ErieNet CSC Review Meeting and Reporting.
6. **Managed Network Services (MNS)** - The Consultant shall administer and manage the MNS Contractor (Netsync) on ErieNet's behalf. Netsync is responsible for MNS monitoring, helpdesk, and support services, including coordinating Ciena HW/SW maintenance and support. ErieNet MNS customers will have authorized users to contact MNS. ErieNet customers can escalate a Netsync ticket/issue to ErieNet, where ErieNet's consultant will respond and keep the Executive Director informed of the ticket/issue and status.
7. **OSP Design and Construction Management** - Any Lease or IRU agreements executed will include the OSP Design & Construction Management services necessary to design, engineer, coordinate utility MR, and construction inspection and management services necessary to build any OSP infrastructure required by the lease or IRU agreement.
8. **Fiber Asset Management** – ErieNet requires Fiber Asset Management along its 350+ mile fiber optic infrastructure. A complex matrix of fiber optic strands and splicing connections needs to be assigned and reassigned as customers are added, removed, and relocated. It is critical to maintain detailed records of the current state of ErieNet's fiber assets.
  - a. Provide an ESRI GIS compliant database application for the management of moves, adds, and changes to the network infrastructure as well as managing the assignment and provisioning of fiber strands.
  - b. Create and/or maintain processes, procedures, and practices for:
    - Administration & Reporting
    - Repairs, Maintenance and Support Services
    - Fiber Optic Monitoring
    - Fiber Optic Diagnosis, Maintenance & Support Ticketing, Dispatch and Resolution
    - Design & Construction Management Services
      - o Fiber Optic Infrastructure Design & Cost Estimating
      - o Regulatory permit administration (Federal, State, Local & Railroad), including management of PE Firms under ENLDC contract
      - o Utility Coordination - Make Ready Survey, Design & Construction, including management of Utility Design and

### Construction ENLDC Contractors

- Management of ENLDC Fiber Optic Construction & Repair Contractors, including Fiber Splicing & Testing
- Other processes as necessary for efficient management.
- c. Maintain safety and warranty requirements.
- d. Maintain documentation via GIS software tool of the entire network platform, including the following components, and working with ErieNet to determine GIS data exchange processes:
  - Construction As-Builts
    - Photo records
    - Splice records
    - Test results (OTDR)
  - Customer records (IRUs, Leases)
    - Project files (adds, moves, changes)
    - Cost Estimates
- e. Maintain documentation of maintenance actions:
  - ErieNet repair and maintenance tickets
  - Emergency outages documentation that includes: failure type; mean time to respond (MTR); mean time to repair (MTTR); restoration detail; restoration costs; trouble ticket detail and relevant reports
  - Preventative maintenance documentation that should include: schedules; drive logs; trouble ticket detail; actions; parts; costs; reports
  - Maintain documentation of current maps of network:
- f. Maintain documentation via GIS software tool of the entire network platform, including the following components, and working with ErieNet to determine GIS data exchange processes:
  - User friendly documentation of current maps that include Esri GIS based; Google Earth version; CAD Version (.dwg) and/or PDF compatible version
  - As-built annotations with splice points, pole points, span lengths, route miles, OTDR measurements; and access points (if different from splice points)
- g. Maintain documentation of fiber asset inventory:
  - Fiber counts (categories) including the assigned matrix; by customer name; what is open for assignment; and any suspect/bad fibers
  - Location and type of splice cases/enclosures
  - Location and type of hangers
  - Location and type of storage, slack or splice bracket
  - Location and type of fiber cable, including date in service
  - Spares documentation should include physical location, date of purchase, lifecycle warning tag, and the bench stock with the dollar value and physical location.
- h. Compile and maintain periodic management reports as requested by ErieNet, such as:
  - Fiber Utilization analysis (allocated fiber miles/unallocated fiber miles)
  - Variety of fiber map requests
  - Listing of 'on-net' and 'near-net' businesses
  - Other reports as requested

- i. **Reporting Requirements** – The Consultant will be expected to keep ErieNet, its Board, and Executive Director generally apprised as to the status of the Consultant’s actions and its management of ErieNet assets. This may include, but not be limited to:
  1. Submission of monthly reports to the Executive Director disclosing all activities, including sales activity, complaints, outages, repair times, and other reports as determined by the Executive Director.
  2. Notify Executive Director of any subcontractor’s failure to timely or accurately perform its duties; and
  3. Perform other duties as assigned or deemed necessary by the Executive Director.

## **6. GENERAL PROPOSAL REQUIREMENTS**

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

Firms 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., Project Manager, primary personnel for each category, etc.) must be included in the proposal.

## 7. 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 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, 5% WBE and 5% SDVOB participation. Certified MBE/WBE/SDVOB 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 (30%)

1. Fee Proposal
2. Hourly Personnel Rate Schedule

### B. PERFORMANCE (40%)

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 (25%)

D. MWBE & SDVOB GOALS (5%)

The highest-ranking firm(s) 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. ErieNet reserves the right to award contracts to multiple firms.

## 8. 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.

## **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**

**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. Project Manager, primary personnel for each category, etc.) must be included in the proposal.**

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.

\_\_\_\_\_  
*Proposers 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. 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, 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 A Construction and Maintenance**):

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.	<b>\$1,000,000 per occ.</b>	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	<b>\$2,000,000</b>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	<b>\$2,000,000</b>	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	<b>INCLUDE</b>						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	<b>INCLUDE</b>						

X.C.U. (explosion, collapse, Underground)	<b>INCLUDE</b>						
Liquor Law				INCL U E	INCLUDE		
Auto Liab.	<b>\$1,000,000 CSL</b>		\$1,000,000 CSL	\$1,000,000 0 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	<b>INCLUDE</b>		INCLUDE	INCL U E	INCLUDE	INCLUDE	INCLUDE
Hired	<b>INCLUDE</b>		INCLUDE	INCL U E	INCLUDE	INCLUDE	INCLUDE
Non-Owned	<b>INCLUDE</b>		INCLUDE	INCL U E	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	<b>\$5,000,000</b>	\$1,000,000	\$1,000,000	\$1,000,000 0	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	<b>STATUTORY</b>	STATUTOR Y	STATUTO RY	STATUT ORY	STATUTO RY	STATUTO RY	STATUTO RY
Disability Benefits	<b>STATUTORY</b>	STATUTOR Y	STATUTO RY	STATUT ORY	STATUTO RY	STATUTO RY	STATUTO RY
Professional Liability			\$5,000,000				
ErieNet, To Be Named Additional Insured	<b>Gen. Liab., Auto Liab., &amp; Excess</b>	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.

