ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PROVIDE ENGINEERING SERVICES FOR DONA STREET EXTENSION CITY OF LACKAWANNA

RFP # 201708DONA

August 22, 2017

William E. Geary, Jr., Commissioner
Department of Public Works

EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET BUFFALO,
NEW YORK 14202
COUNTY OF ERIE, NEW YORK

REQUEST FOR PROPOSALS

(“RFP”) TO PROVIDE
ENGINEERING SERVICES FOR
DONA STREET EXTENSION

A. INTRODUCTION

The Erie County Department of Public Works (DPW) – Division of Highways (herein also known as “the County”) seeks proposals from Consultants for professional engineering services for design, construction, administration and construction inspection services for the Dona Street extension located west of NYS Route 5 for a distance of approximately 1,550 feet in the City of Lackawanna.

B. OBJECTIVE

As a result of this RFP, the County intends to enter into a contract with the selected Consultant to supply the design and construction phase professional engineering services noted. However, this intent does not commit the County to award a contract to any responding Consultant, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure a contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Consultants if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

C. SCOPE OF SERVICES

The Dona Street extension will be the first public road into the former Bethlehem Steel site in the City of Lackawanna. It will provide public access to approximately 200 acres of brownfield property for redevelopment. The street will begin at NYS Route 5, part of NYS Scenic By-Way system, and continue west onto the property approximately 1,550 feet. An easement has already been obtained by Erie County for the construction of the road. The road will be located in an area already designated as a brownfield site and is part of the NYS Brownfield Cleanup Program. Its construction will adhere to all requirements in the agreed upon NYS DEC Brownfield Cleanup Agreement and the NYSDEC approved Interim Excavation Work Plan.

This project has an aggressive schedule which requires construction completion by October 31, 2018. Although this is an Erie County project, consideration of the City of Lackawanna design standards is critical. The City of Lackawanna was lead agency for the SEQR Review and filed a Negative Declaration for this project in 2012.

The Consultant’s proposal submitted in response to this RFP must demonstrate their familiarity with similar-type projects. Firms must show past experience in providing design, resident engineering and construction administration and inspection services on similar-type projects for both Erie County and municipalities.
The Consultant, shall, at a minimum, address the following items:

1. Two lane public roadway approximately 1,550 ft. long, intersecting NYS Route 5 at the eastern end and connecting to Tecumseh Highway 7 at the western end.
2. A deceleration lane on NYS Route 5 in the southbound direction including relocation of existing bus shelter.
3. ADA compliant pedestrian facilities across NYS Route 5 (crosswalk, pedestrian signal heads, etc).
4. A culvert to cross an existing water drainage trench system remnant from the steel processing days, including removal of contaminated sediments.
5. ADA compliant sidewalks.
6. A 15 ft. clean utility corridor for future use on-site.
7. Street lighting.
8. Public sewers and storm drainage along the new road.
9. Inter-connection with the proposed Shoreline Trail that will intersect with the new road.
10. Compliance with existing NYSDEC Brownfield Cleanup Agreement and Interim Excavation Work Plan.
11. Public railroad crossing of South Buffalo Railway at the west end of the road. Coordination with the railroad company will be required.

**Phase I- Preliminary Design**
Consultants are to provide the County with three (3) preliminary design options based upon input from working sessions with Stakeholders. The working sessions will be used to determine the design criteria. For the purpose of this proposal, Consultants should budget for a minimum of 2-3 meetings with Stakeholders in preparation of the three preliminary design options. Deliverables for each preliminary design option shall include:

- a plan view drawing;
- a conceptual typical cross-section; and
- a preliminary estimate of probable construction costs.

The preliminary design options will be reviewed by the Erie County Department of Public Works and Department of Environment and Planning. These departments shall approve one of the preliminary designs to progress through to Final Schematic Design.

Additional Preliminary Design tasks include but are not limited to: topographic and right-of-way survey and mapping, property deed research, mapping of existing road easement based on legal description, evaluation and load rating, and Traffic Impact Study including identification of traffic impacts.

**Phase II- Final Schematic Design**
The Consultant shall provide two (2) three-dimensional renderings of the selected design option for presentation at a Public Information Meeting. The Consultant shall provide all presentation materials, gather public comments, and provide the County with written meeting minutes.

After input is gathered from the Public Information Meeting, the Consultant shall progress the final schematic design option to a completed Preliminary Design and Final Design Approval Document (identifying, assessing, and selecting feasible design alternative and its associated impacts) including an itemized cost estimate.

**Phase III- Final Design**
Final Design will include but not be limited to: development of highway plans, development and design of public utilities, maintenance and protection of traffic during construction, and preparation and submission of
final Plans, Specifications, and Estimate (PS&E) for the project.

While an easement has already been obtained for road construction, the Consultant will determine if additional easements or Right-of-Way Acquisition is necessary. For proposal purposes, the Consultant should assume that one (1) Right-of-Way Acquisition and one (1) permanent easement are necessary. If required, the Consultant shall prepare Right-of-Way plans and acquisition maps for County approval and signature.

The Consultant shall coordinate and obtain approval from NYSDOT for any modifications to the signal or roadway geometry at the intersection of NYS Route 5, Dona Street, and the new Dona Street extension.

The Consultant will be required to identify and obtain any necessary permits and approvals. These permits will include but are not limited to a railroad occupancy permit, NYSDOT Highway Work Permit, and the NYSDEC SPDES General Permit for Stormwater Discharge and completion of the Stormwater Pollution Prevention Plan (SWPPP).

Phase IV- Bidding
The Consultant will prepare a bid package and assist the County with advertising of said package. During the bidding phase, the Consultant will answer questions by prospective bidders, issue addenda, review bids and recommend award to the lowest responsible bidder.

Phase V- Construction
During this phase, the consultant will act as the County’s representative at the project site, issue County instructions to Contractors and perform the tasks listed below:

1. Shop Drawings, Submittals and Technical Review;
2. Prepare payment estimates;
3. Pre-construction and Progress Meetings;
4. Clarification, Modifications and Change Orders;
5. Inspection;
6. Punch-Lists;
7. Final Inspection; and
8. Record Drawings

D. FUNDING AND BUDGET
Project will be 100% funded by Erie County. Consultant invoices may be submitted monthly.

E. PROPOSAL TIME FRAMES
The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP:</td>
<td>August 22, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Meeting:</td>
<td>August 29, 2017 @ 10 AM (EST)</td>
</tr>
<tr>
<td>Proposals Due:</td>
<td>September 12, 2017 @ 3 PM (EST)</td>
</tr>
<tr>
<td>Selection Made:</td>
<td>September 26, 2017</td>
</tr>
<tr>
<td>Contract Signed:</td>
<td>Following all necessary County approvals</td>
</tr>
</tbody>
</table>

Proposals will be evaluated on respondent qualifications, related experience, references and project approach.
F. SELECTION CRITERIA

The Erie County Department of Public Works selection committee will review the proposal submissions and select the most highly qualified firm according to the following criteria, listed in order of decreasing importance:

- Understanding of work to be done 25%
- Experience and qualifications of proposed staff 25%
- Experience of firm with similar kinds of projects and/or work 15%
- Logistics and familiarity with the project area 15%
- Organization and Scheduling 15%
- Percentage of Proposed M/WBE Participation 5%

G. PROPOSAL CONTENT

The Proposal should address the following areas if not already required by Section J below:

- Organizational Chart (Include prime consultant, sub consultant and inspection staff to be used.)
- Project Understanding
- Project Approach
- Firm’s Unique Qualifications
- Expertise and Experience with Similar Projects
- Experience working with Proposed Sub-Consultants
- Ability to Meet the Project Schedule Based on Workload
- Methodology Used to Assure Quality Control and Assurance
- M/WBE Utilization Plan
- Assumptions

The total number of number of pages submitted must not exceed 10 double sided pages. If more than 10 double sided pages are included, those beyond the 10th will be removed. Resumes for key staff only, may be submitted and will not be counted toward the maximum number of pages allowed but must be limited to 1 single sided page per staff member.

The top-ranked firms may be requested to prepare and give oral presentations before the Erie County Departments of Public Works and Environment and Planning selection committee.

Note:
The following pages are not considered part of the 10 double sided sheets:

- Cover Sheet (Page 13 of RFP)
- Schedule A
- Schedule B
- Resumes –Limit one page per resume
- General Title Page
- Section Dividers
H. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation. Specific instructions for the proposal format and content are outlined below.

2. One (1) original, four (4) copies, and one (1) PDF copy of the Technical Proposal and Organizational Support and Experience sections shall be submitted. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.

3. Proposals shall be submitted with a separate envelope containing the cost proposal necessary for this request. The cost proposal envelope shall include a cost proposal using the NYSDOT proposal submission cost shell, staff titles and rates, as well as assumptions.

4. Submission of the proposals shall be directed to:

   William E. Geary, Jr.
   Commissioner
   Erie County Department of Public Works
   95 Franklin Street, Room 1400
   Buffalo, New York 14202

   All proposals must be delivered to the above office on or before September 12, 2017 at 3:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

5. Requests for clarification of this RFP must be written and submitted to Gina M. Wilkolaski, P.E. at the above address or at Gina.Wilkolaski@erie.gov no later than 4:00 pm on September 5, 2017. A list of questions and answers will be posted on the County website by 3:00 pm (EST) September 7, 2017. No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.

6. 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.

7. 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.

8. Information on the Standard Insurance Provisions required of companies selected as a contractor of this service is included within this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.

9. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Company shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Company, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Company’s compliance with Erie County
Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

10. The Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) participation goals for this project will be 15% MBE and 5% WBE. A prime M/WBE may self-fulfill the M/WBE goal. The prime M/WBE may also engage a M/WBE firm as a sub-consultant to get the sub firm an opportunity at work it may not otherwise obtain. NOTE: THAT THE OTHER GOAL MUST BE FULFILLED IF THE PRIME IS ONE OF THE TWO. For information on Erie County EEO requirements contact Mr. Jesse Burnette, Director of EEO, (716) 858-6196 or at jesse.burnette@erie.gov. Lists are available on www.erie.gov. Go to “Your Government”, “Departments & Agencies” and select “Equal Employment Opportunity”, then go to the title header marked “MBE/WBE resources”.

11. Proposers who operate a Veteran-Owned Business should include the letter indicating their company is 51% or more veteran-owned with their proposal.

12. All Proposers must disclose the name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.

13. All Proposers must provide a list of at least 3 references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.

I. 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 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 for the required services;

- by submitting a proposal, the Proposer agrees and understands that the County 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, 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 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 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 or informalities 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 New York State General Municipal Law § 103 regarding bidder responsibility in determining whether a Proposer is a responsible vendor for the purpose of this RFP process; and
- 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.

**EVALUATION**

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:

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

• The Proposer’s financial ability to provide the services.

• 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 Schedule 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.

**CONTRACT**

After selection of the successful Proposer, a formal written contract will be prepared by the County 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 IF NECESSARY 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.

**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 Proposer agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Proposer shall defend, indemnify and hold harmless the County, its officers, employees, and agents from and against the Proposer’s proportional share of liability, damage, claim, demand, cost, judgment, fee, attorneys’ fees, or loss which the County may sustain, be subject to, or be caused to incur because of or as a result of:
a) any wrongful act, error, or omission of the Proposer or third-parties under the direction or control of the Proposer; or

b) any willful misconduct of the Proposer or third parties under the direction or control of the Proposer; or

c) any infringement of any claimed copyright or patent right of designs, plans, drawings, or specifications furnished by the Proposer or its sub consultant. Nothing contained herein shall create or give to third parties any claim or right of action against the County or the Proposer beyond such as may legally exist without regard to this provision.

Upon execution of any contract between the Proposer and the County, the Proposer will be required to provide proof of the applicable insurance coverage. Insurance coverage in amount and form, as outlined in Schedule C, 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 Proposer are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Proposer 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 Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, 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 Proposer 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 Proposer 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 Proposer may retain copies of such records for its own use.

NOTE: All contracts executed by the Erie County Department of Law will be posted electronically on the Department’s website.

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. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) 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 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 following: "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 one hundred eighty (180) days from the proposal date.

**J. PROPOSAL CONTENT**

In order for Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. All proposals must be **limited to ten (10) pages double sided**.

1. RFP Coversheet.

2. A brief description of the Proposer, including its location, years in business, history and philosophy. Include an outline of the Proposer’s ownership, officers, and executive management.

3. A narrative describing the Proposer’s capabilities and unique qualifications, including all pertinent information that would substantiate the Proposer’s capabilities as they pertain to the specified services of this RFP.

4. A narrative to best describe the firm’s understanding of this undertaking, their unique qualifications and their flexibility in implementing projects of varied scope and nature.

5. Identify Proposer’s key contact personnel for project related matters and include respective resumes and detailed descriptions of past project roles.

6. Give the name and title of person(s) authorized to bind the Proposer, e-mail address, the main office address, and the telephone number (including area code).

7. Provide a listing and description of a completed project in the previous year that demonstrates the proposer’s experience. Include the project location, completion date, description of project, final contracted price, company names involved and current contact information for the representatives for each company.

8. Include the signed **Schedule A - Proposer Certification.**

9. Include the signed **Schedule B - Erie County Equal Pay Certification.**

10. List of Officers and Board of Directors. Counts toward the 10 page limit. (Limit to one page)

11. Provide any other information that you feel would distinguish your organization’s approach to the delivery of the requested services, including any prior experiences and successes.
<table>
<thead>
<tr>
<th>Name of Organization:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>President/CEO:</td>
<td></td>
</tr>
<tr>
<td>President’s/CEO’s Phone Number:</td>
<td></td>
</tr>
<tr>
<td>President’s/CEO’s Email:</td>
<td></td>
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<tr>
<td>Project Contact Person:</td>
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<tr>
<td>Project Contact Person’s Phone Number:</td>
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<tr>
<td>Project Contact Person’s Email:</td>
<td></td>
</tr>
<tr>
<td>Company Website:</td>
<td></td>
</tr>
<tr>
<td>Federal Employer ID# (FEIN):</td>
<td></td>
</tr>
<tr>
<td>Is company debarred/suspended from receiving funds/doing business with the Federal government?</td>
<td></td>
</tr>
<tr>
<td>Please provide DUNS #, if available:</td>
<td></td>
</tr>
<tr>
<td>Is respondent a non-profit or unit of government?</td>
<td></td>
</tr>
<tr>
<td>If non-profit, please provide 501(c)(3) not-for-profit entity ID # and date established as such:</td>
<td></td>
</tr>
<tr>
<td>If non-profit, please provide roster of respondent’s volunteer board:</td>
<td>Please provide attachment</td>
</tr>
<tr>
<td>Is company a Certified Minority Business Enterprise/ Women’s Business Enterprise (MBE/WBE)?</td>
<td>Please provide the Erie County MBE/WBE Certification Letter as attachment</td>
</tr>
<tr>
<td>Is company a Veteran-Owned Business?</td>
<td>Please provide the letter indicating their company is 51% or more veteran-owned as attachment</td>
</tr>
<tr>
<td>Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal:</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE A

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the “County”) 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 for the required services. The undersigned agrees and understands that the County 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, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County 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 reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will provide proof of insurance in accordance with the instructions herein.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County 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:  

________________________________________________________________________

Name and Title
SCHEDULE B

ERIE COUNTY EQUAL PAY CERTIFICATION

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together “Equal Pay Law”). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

______________________________
Signature

Verification

STATE OF __________________ )
COUNTY OF ____________ ) SS:

A) ____________________________________________, being duly sworn, states he or she is the owner of (or a partner in) __________________________________________, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B) __________________________________________, being duly sworn, states that he or she is the Name of Corporate Officer ___________________________ of ___________________________ , the enterprise Title of Corporate Officer ___________________________ Name of Corporation ___________________________

making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this __________
Day of ________________, 20__

______________________________
Notary Public
### SCHEDULE C

**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:**

<table>
<thead>
<tr>
<th>Vendor Classification</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
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<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
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<tr>
<td>Commercial Gen. Liab.</td>
<td>$1,000,000 per occ.</td>
<td>$1,000,000 CSL</td>
<td>$1,000,000 CSL</td>
<td>$1,000,000 CSL</td>
<td>$1,000,000 CSL</td>
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<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
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<tr>
<td>Products Comp. Ops.</td>
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<td>Blanket Broad Form</td>
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<tr>
<td>Contractual Liability</td>
<td>Not Excluded or Limited</td>
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<td>Broad Form P.D.</td>
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<td>A.C.U.</td>
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<td>Liquor Law</td>
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<td>Auto Liab.</td>
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<td>Non-Owned</td>
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<td>Excess/Umbrella Liab.</td>
<td>$5,000,000</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
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<td>$1,000,000</td>
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<td>&amp; Employer's Liability</td>
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<tr>
<td>Disability Benefits</td>
<td>STATUTORY</td>
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<td>Professional Liability</td>
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</table>

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI. Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Location 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. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

X. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.

   Locations of operation shall be "All locations in Erie County, New York."

   For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

XI. 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.