

ERIE COMMUNITY COLLEGE

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS FOR THE PURPOSE OF OPERATING A SMALL CELL SITE COMMUNICATION SYSTEM

PROPOSALS DUE: JUNE 18, 2014

Erie Community College (hereafter "ECC") requests proposals from interested parties for the lease of a small area of rooftop floor and exterior wall space at its City campus, located at 121 Ellicott St., Buffalo, New York, 14203 for the purpose of installing and operating a small cell site communication facility. Such lease shall include space to install and operate wires, cables, conduit and pipes to support the small cell site running between and among the space and to all necessary electrical and telephone utility sources. The lease will also include the right of ingress and egress to the communication site from public a right of way, 24 hours per day and 7 days per week over the college property and in and through the building to and from the leased premises for the purposes of initial installation and subsequent operation and maintenance of the lessor's communication facility. All necessary equipment, cabling, conduit, pipe and other needed supplies, as well as any electrical/telephone/utility usage necessary to operate the communication facility, and any required labor to install and maintain said site, is the responsibility of and at the cost of the lessee. The college will require insurance from the lessee in accordance with Erie County's insurance requirements for leased property with the minimum coverages, waiver of subrogation and additional insured requirements and lessee will agree to defend, indemnify and hold the college harmless from any liability for damages that occur on the leased property unless said damages are due to the negligence of the lessor. Said lease to include an initial term of five years, but may include three additional five-year extensions.

Requirement:

It is the intention of these specifications that an interested party lease the available property indicated above for the permitted usage described above for the term indicated.

Usage:

The property is to be used in a manner consistent with federal, local and state laws, ordinances, directives, rules and regulations and its usage cannot be incompatible with Erie County and/or ECC, such usage compatibility to be determined solely by ECC/Erie County. Lessee may make leasehold improvements to the property after initial installation upon prior approval of ECC and Erie County. Throughout the term of the lease the property must be maintained in a manner acceptable to Erie County/ECC. At lease conclusion, at the option of ECC and Erie County, any/all lease improvements shall be removed and the property restored to its original condition.

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS

Term of Agreement:

The initial term of the lease would be for a period of five (5) years beginning as soon as is practical; lessee may renew the lease for up to three (3) additional five (5) year terms. Initial and renewal terms are subject to approval of ECC, Erie County, and the Erie County Legislature. The RFP response must indicate the number of five-year extensions desired.

Rental Payments:

Rental payments for the use of the property shall be made on a yearly basis at the commencement of the annual term and each anniversary thereof including extensions. Rent for extended periods must include a rent escalator to be agreed upon by the lease parties. The yearly rent offered must be included in the response to the RFP.

Access:

Access to the property shall be approved by Erie County and/or ECC where required. Lessee shall pay any and all costs related to access when/if necessary.

Utilities:

Lessee shall be solely responsible for the installation of any required utilities (electric, gas, water) and shall pay utility charges when due for supplies consumed on the leased property.

Taxes:

ECC shall pay when due all real property taxes, if applicable, and assessments relating to the property. Lessee shall reimburse ECC in full for taxes/assessments paid as a result of any additional increase in property value as a result of leasehold improvements made by lessee or as a result of lessee's lease of the property.

Snow and Trash Removal and Other Maintenance:

Lessee will solely provide and pay for snow and trash removal from the leased premises if necessary, and all other maintenance in connection with the leased property required to maintain the premises in reasonable condition and in a manner acceptable to ECC and Erie County.

Damage and Destruction:

If the leased property shall be partially damaged or destroyed by fire or other casualty, lessee shall, with all due diligence, repair the leased property. In the event such repairs cannot be made said lease shall terminate as of the date of the damage.

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS

Insurance and Indemnity:

During construction and maintenance of the small cell cite, the insurance requirements set forth in Exhibit A, including all minimum coverage and wording, hereto shall be in effect, unless amended by ECC and/or Erie County during the term in their discretion. During the term of the lease, the prospective lessee, at its sole cost and expense, shall obtain and keep in full force and effect, with respect to the leased property and lessee's use and occupancy thereof, \$1,000,000 per occurrence for commercial general liability insurance with \$2,000,000 aggregate, \$1,000,000 per occurrence and aggregate Automobile liability insurance including owned, hired and non-owned vehicles and with \$1,000,000 Excess Umbrella liability insurance (during construction/installation, however, proposed lessee to carry \$5,000,000 Excess Umbrella coverage). All insurance coverage and requirements are specified by the Erie County Attorney and included herein as Exhibits A - C, and may be subject to change throughout the term of the lease. Such policies are to name Erie County and Erie Community College as additional insured on a primary and non-contributory basis including waiver of subrogation and are to be approved as to form and content by ECC's Attorney. The lessee will be obligated to provide ECC and the County of Erie with Certificates of Insurance for the coverage stated herein. Lessee shall, at its sole cost and expense, obtain and keep in full force and effect a policy of fire/casualty insurance coverage on any improvements made by lessee to the leased property.

In addition to, and not in limitation of the insurance provisions set forth on Schedule B, except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County or ECC: (a) the lessee shall indemnify and hold harmless Erie County, ECC their officers, employees and agents from any and all liability, damage, claims, demands, costs, judgments, attorneys' fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the lessee or third parties under the direction or control of the lessee; and (b) to provide for the defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the lease of the property and to bear all other costs and expenses related thereto.

Assignment and Subletting:

The leased property may not be assigned or sublet without the prior written consent of ECC and Erie County.

Conditions:

The leased property shall be maintained in good condition (including being kept clear of debris) at all time during the term of the agreement. Lessee shall represent and warrant that it shall not use, store, sell, generate, handle or dispose of any hazardous material or toxic substance in, on or under the leased property.

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS

Right to re-enter property:

ECC and/or Erie County shall have the right to access the leased property at any time to inspect the property and to exhibit the property to prospective purchasers and tenants, such entry done in a manner as to minimize interference to lessee's use and occupancy of the leased property.

General Requirements:

ECC staff will be assigned to evaluate all responsive proposals received by ECC. The review team will consider the information in the proposals as outlined above. It should be noted that if a contract is awarded from this RFP, it will be awarded to those respondents whose proposal is determined to be in the "best interest" of ECC. Therefore, those proposals offering the most rent may not necessarily be the proposals selected for award, if any award is made. It is anticipated that the selection will be completed in mid-June, 2014.

ECC reserves the right to reject any or all proposals, to waive informalities in the process, provided the informalities do not affect the price, quality or performance, and to accept, modify or reject any item or combination of items. If an award is made, the award would be made to those respondents whose proposal, in the opinion of ECC, best takes into consideration all aspects of the RFP and represents the most beneficial procurement as determined by ECC. ECC reserves the right to contact any respondent, to conduct interviews or request additional information. In the event that the respondents to whom an award is made do not execute a contract within 180 days from date of an award, ECC may give notice to such respondents of intent to award the contract to the next most qualified respondents, or to call for new proposals.

This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by ECC will commit ECC to award a contract to any respondent even if all of the requirements in the RFP are met. ECC may modify these requirements in whole or in part and/or seek additional respondents to submit quotations. Only the execution of a written contract will obligate ECC and Erie County in accordance with the terms and conditions contained in such contract. Respondents may be required to make a presentation of their qualifications to the proposal review team.

Submission of Proposals:

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. One (1) original and one copy shall be submitted. Proposals MUST be signed. Unsigned proposals will be rejected.

Submission of the proposals, in a sealed envelope, with the name of the proposer, shall be directed to:

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS

Richard Schott, Associate Vice President of Finance – Erie Community College
4041 Southwestern Boulevard, Room 1208 C
Orchard Park, New York 14127

All proposals must be delivered to the above office on or before June 18, 2014 at 3:00 p.m. Proposals received after the above date and time will not be considered. The County and ECC are under no obligation to return proposals.

Requests for clarification of this RFP must be written and submitted to ECC's Associate Vice President of Finance, Richard Schott at schott@ecc.edu no later than 3:00 p.m. on June 9, 2014. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY OR ECC, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

If necessary, a RFP responder's meeting will be held to review the proposed lease area. Such meeting will be held on Wednesday, June 4, 2014 at 11:00 am.

Proposers may be required to give an oral presentation to ECC and/or Erie County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.

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 Erie County or ECC. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with Erie County or ECC.

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 ECC or County employee, officer or official.

Conflict of Interest:

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

Waivers:

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS

Failure of the County and/or ECC to insist, in any one or more instances, upon strict performance of any term or condition of the lease shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County and/or ECC of the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County or ECC of any provision hereof shall be implied.

Contents of the 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 ECC/Erie County considers proper under the law. If ECC/Erie County enters into an agreement with this proposer, ECC/Erie County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

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

Neither ECC or Erie County assumes liability for disclosure of information so identified, provided that ECC or Erie County have made a good faith legal determination that the

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS

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 ECC/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 ECC or the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS

Exhibit "A"

INSTRUCTIONS FOR COUNTY OF ERIE, ERIE COMMUNITY COLLEGE 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 and Erie Community College, 4041 Southwestern Blvd. Orchard Park, NY 14127"
 - 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 NYS Department of Financial Services. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: Erie Community College, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts	H Athletic Fields and Gyms	I Use of Pools
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	\$1,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$2,000,000	\$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	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE								
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE								
X.C.U. (explosion, collapse, Underground)	INCLUDE								
Athletic Participant Liability								INCLUDE	INCLUDE
Abuse and Molestation				INCLUDE (where applicable *)				INCLUDE (where applicable *)	INCLUDE (where applicable *)
Liquor Law				INCLUDE	INCLUDE			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	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000	\$1,000,000	\$2,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000						
Erie County, Erie Community College To Be Named Add'l Insd.	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	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-non contributory 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. Abuse and Molestation included for activities involving children - \$1,000,000 Limit (ie. Daysports, Camps, etc.)
- XI. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XII. 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

- XIII 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.

INVITATION TO SUBMIT A PROPOSAL TO LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS

Property Leased to Others or Use of Facilities or Grounds (D)



County of Erie Standard Insurance Certificate

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 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.:	
	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																																																																																																																												
<p>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.</p>																																																																																																																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">INSR LTR</th> <th style="width: 25%;">TYPE OF INSURANCE</th> <th style="width: 10%;">ADDL SUBR INSR WVD</th> <th style="width: 15%;">POLICY NUMBER</th> <th style="width: 10%;">POLICY EFF (MM/DD/YYYY)</th> <th style="width: 10%;">POLICY EXP (MM/DD/YYYY)</th> <th style="width: 25%;">LIMITS</th> </tr> </thead> <tbody> <tr> <td></td> <td>GENERAL LIABILITY</td> <td></td> <td></td> <td></td> <td></td> <td>EACH OCCURRENCE \$ 1,000,000</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>COMMERCIAL GENERAL LIABILITY</td> <td></td> <td></td> <td></td> <td></td> <td>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000</td> </tr> <tr> <td></td> <td><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</td> <td></td> <td></td> <td></td> <td></td> <td>MED EXP (Any one person) \$ 5,000</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>Liquor Law</td> <td>X X</td> <td></td> <td></td> <td></td> <td>PERSONAL & ADV INJURY \$ 1,000,000</td> </tr> <tr> <td></td> <td>GEN'L AGGREGATE LIMIT APPLIES PER:</td> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE \$ 2,000,000</td> </tr> <tr> <td></td> <td><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS COMPIOP AGG \$ 2,000,000</td> </tr> <tr> <td></td> <td>AUTOMOBILE LIABILITY</td> <td></td> <td></td> <td></td> <td></td> <td>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>ANY AUTO</td> <td></td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per person) \$</td> </tr> <tr> <td></td> <td>ALL OWNED AUTOS</td> <td>X X</td> <td></td> <td></td> <td></td> <td>BODILY INJURY (Per accident) \$</td> </tr> <tr> <td></td> <td>SCHEDULED AUTOS</td> <td></td> <td></td> <td></td> <td></td> <td>PROPERTY DAMAGE (Per accident) \$</td> </tr> <tr> <td></td> <td>HIRED AUTOS</td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>NON-OWNED AUTOS</td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>UMBRELLA LIAB</td> <td></td> <td></td> <td></td> <td></td> <td>EACH OCCURRENCE \$ 1,000,000</td> </tr> <tr> <td></td> <td>EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE</td> <td>X X</td> <td></td> <td></td> <td></td> <td>AGGREGATE \$ 1,000,000</td> </tr> <tr> <td></td> <td>DEDUCTIBLE RETENTION \$</td> <td></td> <td></td> <td></td> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td> <td></td> <td></td> <td></td> <td></td> <td>WC STATUTORY LIMITS- OTH ER- \$</td> </tr> <tr> <td></td> <td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)</td> <td>Y/N</td> <td></td> <td></td> <td></td> <td>E.L. EACH ACCIDENT \$</td> </tr> <tr> <td></td> <td>If yes describe under DESCRIPTION OF OPERATIONS below</td> <td>N/A</td> <td></td> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT \$</td> </tr> </tbody> </table>	INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	<input checked="" type="checkbox"/>	Liquor Law	X X				PERSONAL & ADV INJURY \$ 1,000,000		GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS COMPIOP AGG \$ 2,000,000		AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	<input checked="" type="checkbox"/>	ANY AUTO					BODILY INJURY (Per person) \$		ALL OWNED AUTOS	X X				BODILY INJURY (Per accident) \$		SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$		HIRED AUTOS					\$		NON-OWNED AUTOS					\$	<input checked="" type="checkbox"/>	UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000		EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X X				AGGREGATE \$ 1,000,000		DEDUCTIBLE RETENTION \$					\$		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS- OTH ER- \$		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/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 \$	<p>SUBMIT proof of Workers Compensation and disability as per examples attached</p>	
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																																																																																																																								
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000																																																																																																																																								
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000																																																																																																																																								
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000																																																																																																																																								
<input checked="" type="checkbox"/>	Liquor Law	X X				PERSONAL & ADV INJURY \$ 1,000,000																																																																																																																																								
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000																																																																																																																																								
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS COMPIOP AGG \$ 2,000,000																																																																																																																																								
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000																																																																																																																																								
<input checked="" type="checkbox"/>	ANY AUTO					BODILY INJURY (Per person) \$																																																																																																																																								
	ALL OWNED AUTOS	X X				BODILY INJURY (Per accident) \$																																																																																																																																								
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$																																																																																																																																								
	HIRED AUTOS					\$																																																																																																																																								
	NON-OWNED AUTOS					\$																																																																																																																																								
<input checked="" type="checkbox"/>	UMBRELLA LIAB					EACH OCCURRENCE \$ 1,000,000																																																																																																																																								
	EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X X				AGGREGATE \$ 1,000,000																																																																																																																																								
	DEDUCTIBLE RETENTION \$					\$																																																																																																																																								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS- OTH ER- \$																																																																																																																																								
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Erie and Erie Community College are included as an additional insured per Form CG 20 10 11 85 or equivalent. Coverage on a primary and non-contributory basis for work or activities performed or for the following policy numbers:

CERTIFICATE HOLDER	CANCELLATION
<p>County of Erie and Erie Community College 4041 Southwestern Blvd. Orchard Park, NY 14127</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

**INVITATION TO SUBMIT A PROPOSAL TO
LEASE CERTAIN FLOOR/WALL SPACE AT CITY CAMPUS**

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

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

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

Proposer Name

By: _____
Name and Title