



**ERIE COUNTY**  
**MODIFIED DATES**  
**REQUEST FOR PROPOSAL (RFP)**  
**TO PROVIDE BROADBAND UTILITY BUSINESS**  
**PLAN AND DESIGN**

**RFP #: 2020-024VF**

**March 9, 2020**

**Modified March 20, 2020- Dates Only**

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

**County of Erie**

**REQUEST FOR PROPOSALS**

# **BROADBAND UTILITY BUSINESS PLAN AND DESIGN**

## **1. INTRODUCTION**

The County of Erie, New York (“County”) is seeking proposals from qualified communication and technology firms (“Consultant”) to provide customer outreach/ commitment, business planning, and design services for a proposed municipally-owned Open Access Network (“OAN”).

The project is being funded by Erie County.

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 County’s efforts relative to broadband is to:

- Increase access to high speed broadband internet for all residents of Erie County; and
- Increase competition within the residential and commercial broadband industry.

## **2. BACKGROUND AND GENERAL DESCRIPTION OF THE PROJECT**

In 2017, the County contracted with ECC Technologies, Inc. (“ECC”) to produce the *Erie County Broadband Feasibility Study* (“Study”). The purpose of the Study was to assess the current status of broadband within Erie County and develop guidance for the planning and development of broadband improvement strategies.

The Study provided an overview of current broadband infrastructure, market analysis, GAP Analysis and a variety of recommendations to improve broadband accessibility. The most proactive recommendation is for the County to pursue the development of an OAN to create the infrastructure necessary to expand broadband access throughout the County. In 2019, County Executive Mark C. Poloncarz announced that the County would pursue the development of an OAN named ErieNet.

The Study provided the starting point for the development of ErieNet which included creating a conceptual design of the network, a financial pro forma, estimated construction cost, annual operations and maintenance costs.

The selected Consultant will provide the information necessary to guide further decision making regarding ErieNet. The Consultant will provide customer outreach services to identify and secure preliminary commitments from key large customers including last mile Internet Service Providers (“ISP”). The engagement will also include the potential design of ErieNet and production of a business plan. The full Scope of Services is further outlined below in Section 5.

Proposers will have access to a copy of the entire Study upon execution of a Non-Disclosure Agreement.

### 3. GENERAL INFORMATION AND REQUIREMENTS

#### A. Key Dates

Date	Action
March 9, 2020	RFP Release Date
April 3, 2020	Question Submission Deadline
April 14, 2020	Addendum available on website
April 30, 2020	Proposals Due by 12 PM

B. Registration - All firms wishing to participate in this process must register electronically with Mariely Ortiz, Senior Planner, at [mariely.ortiz@erie.gov](mailto:mariely.ortiz@erie.gov). All further information including addendums and contact from the County will be sent electronically.

Following registration, if a proposer desires to review the full unredacted *Erie County Broadband Feasibility Study (Study)* they may through the execution of a Non-Disclosure Agreement which will be made available at the time of registration.

A redacted version of the Study is available at:

<http://www2.erie.gov/environment/index.php?q=economic-development#Broadband>

### 4. SUBMISSION OF PROPOSALS

A. **Proposals must be received by Erie County Department of Environment and Planning (Attention: Thomas R. Hersey, Jr. Commissioner, Erie County Department of Environment and Planning, Room 1077, Rath Building, 95 Franklin Street, Buffalo, NY 14202) no later than by 12:00 p.m. on April 30, 2020.**

Submissions by e-mail or fax will not be accepted. The RFP Issuer will reject proposals received after the date and time noted above. All proposals must be sent to the County of Erie as noted above. One (1) original, six (6) copies and one (1) electronic copy in PDF format on CD or flash drive of all proposal documents must be submitted in sealed envelopes clearly labeled with the proposer's name, the proposer's address, the words "PROPOSAL DOCUMENTS." Proposals may be withdrawn personally or in writing provided that the County of Erie, the RFP Issuer, receives the withdrawal request prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one hundred twenty (120) days after the opening date, to give the RFP Issuer sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute an agreement with the successful proposer. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

- B. There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.
- C. **Proposers MUST sign the Proposal Certification attached hereto as Schedule “A”. Unsigned proposals will be rejected.**
- D. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.
- E. All respondents must register electronically with Erie County through Mariely Ortiz, Senior Planner, at [mariely.ortiz@erie.gov](mailto:mariely.ortiz@erie.gov). **All subsequent notifications or addendums will be sent only to electronically registered proposing firms.**
- F. Any requests for RFP interpretations shall be made by April 3, 2020 through e-mail to Mark Rountree, Principal Planner, at [mark.rountree@erie.gov](mailto:mark.rountree@erie.gov). No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
- G. All consultants should understand that Erie County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms will be interviewed prior to recommendation for selection.
- H. The highest ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will at that time become public record.
- I. Proposing firms should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.
- J. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County’s goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- K. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.

**L. ADDITIONAL INFORMATION**

**a. Rights Reserved**

The County reserves the right to ask any proposer to clarify its proposal or to submit additional information that the RFP Issuer in its sole discretion deems desirable. THE COUNTY FURTHER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN.

**b. Cost for Preparing Proposal**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the RFP Issuer shall have no liability for such cost.

**c. Ownership of Proposals**

All proposals submitted become the RFP Issuer's property and will not be returned to the proposers.

## 5. SCOPE OF WORK

**The following is a description of the Services to be performed and completed by the successful Proposer:**

### **A. Project Initiation** (*Tasks include, but are not limited to*):

1. The CONSULTANT shall meet with the Steering Committee (County staff, potentially others) to discuss project scope.
2. The CONSULTANT shall become familiar with all necessary documents, agreements and regulations relevant to the project, including *Broadband Feasibility Study (2017)*.
3. The CONSULTANT shall organize progress meetings with all involved parties (including the Steering Committee).
4. The CONSULTANT shall perform all work necessary to meet the project timeline as outlined in the Project Schedule.
5. The CONSULTANT must understand that in-person meetings with the Steering Committee (as often as monthly), in Buffalo will be required.

### **Review and Assessment of the *Erie County Broadband Feasibility Study (2017)***

Assessment of the *Broadband Feasibility Study (2017)* – review of Study to assess the validity of assumptions, data and any other relevant information as it pertains to utilization of the Study as the starting point of network/ business design.

Tasks are expected to include but are not limited to: Review the *Erie County Broadband Feasibility Study*

1. Review the assumptions, recommendations, and findings for applicability and relevance as a foundation for the ErieNet project.
2. Assess changes since 2017 for impact on proposed ErieNet project, this is expected to include competitive, technological, legal, market changes, trends in the industry, price fluctuation, etc. which may impact the proposed project.
3. Develop model options that address the recommendations, including a partnership model to lease to own scenario.

### **B. Market Outreach:**

1. Conduct a demand analysis, including primary markets research and identifying demand generators or potential users of the facility.
2. Assessment of routing preferences which may be advantageous to reduce cost/ roll out time (County railroad, roads, sewer, or utility corridors which may be utilized and impact routing).
3. Determine pricing parameters which will be utilized in customer outreach.
4. Interview/conduct outreach to potential anchor customers and potential new users, including government, education, and medical industry users to assess interest in utilizing ErieNet.

5. Obtain commitments from key customers in an amount sufficient to sustain the initial buildout of the network. Outreach shall include but is not limited to WNYRIC, BOCES, School Districts, Towns, Libraries, Businesses, or institutions.
6. Determine an estimated “take rate” which will be utilized in Internet Service Providers (ISP) outreach.
7. Interview/conduct outreach to Internet Service Providers (ISP) to gauge interest and obtain commitments from Internet Service Providers (ISP) in an amount sufficient to justify buildout.
8. Estimate demand for the proposed Broadband Utility.

**C. Business Plan for Broadband Utility based on preferred alternative** (*Tasks include, but are not limited to*):

Potential business plan components are listed below, the intent of the business plan is to

- Advance the goals of Erie County to:
  - Increase the availability of high-speed broadband internet to serve more Erie County residents
  - Increase local competition within the residential and commercial broadband industry
- Assess the overall feasibility of the ErieNet proposal from a variety of viewpoints (financing, operations, sustainability etc.) to aid in decision making.
- Funding – it will be utilized for pursuing funding which may include capital bonding, private investment, and grant sources. The business plan should be in a format and contain the components necessary to meet private borrowing standards.
- Phasing Plan – divide project phases. Phases should be independent and not contingent upon additional phases.
- Guide ErieNet start up, operations, maintenance, etc.:

Potential Business Plan Components:

- Mission
- Executive Summary
- Business/Industry Overview
- Community Overview & Existing Infrastructure
  - Location and Population Characteristics
  - Current Infrastructure - *Broadband Feasibility Study*
- Market and Competitive Analysis
- Potential Strategies
- Recommended Strategy
  - Legal Authority & Issues
    - Ownership, Partnerships, and Management
    - Ordinances Related to New Project
    - Special Permits, Licenses, and Regulations

- Phasing Plan
  - Conceptual Design of Network as it pertains to the business plan portion
  - Financial Plan
    - Startup
      - Initial Capital Requirements
        - Design
          - Costs/financing – with sources
          - Timeline
        - Construction
          - Costs/financing – with sources
          - Timeline
    - Costing Analysis
      - Lease rates
      - Purchase rates
    - Operations
      - Personnel
      - Sales and Marketing Plan
        - Brand and marketing
        - Services and subscriptions
          - Pricing assumptions
            - Non-residential
              - Business
              - Government – Libraries, School Districts, Emergency Services
              - Academia
              - Healthcare
            - Residential
          - Potential Future Services
      - Maintenance
        - Facilities
  - Estimated Annual Income
  - Estimated Annual Expenses
  - Net Operating Income
  - Key Assumptions
- Risk Factors and Mitigation Tools
  - Inadequate Capital
    - Time and Cost Overruns
    - Take Rate not Met
    - ISPs terminate leases
  - Competition
  - Open Access Services

- Technological Developments
- Business Cycles
  - Economic, Social, or Political Developments
  - Recessions and Economic Downturn
- Financial Model
  - Current Financial Position
  - Scenarios
    - Sales and Profitability Objectives
    - Break-Even Analysis
    - Growth Analysis
    - Delayed Project
  - Funding and Expenses
    - Bonding
    - Capital Spending Timeline
    - Cash flow assessment
  - Financial Metrics
    - Cash Liquidity levels
    - Pro Forma
    - Stress Test
  - Capital market strategy – Development of an Investment-ready funding request – reviewed by an investment banker with expertise in this area.
- Operating Plan
  - Legal Organizational structure- **Erie County has contracted with an attorney to provide this area. The consultant will be expected to work with the attorney to integrate this work into the business plan**
  - Operations
    - Governance
    - Personnel
      - Organizational Chart
        - Position description and purpose
          - Leadership - directors and staff
          - Marketing / Sales
          - Technical staff
          - Other staffing and training
        - ISP, Contractors, Partnerships, etc.
    - Facilities
      - Locations
      - Equipment
      - etc.

- Maintenance
  - Facilities
    - ROW, land, etc.
    - Equipment and/or ISP, Contractors, Partnerships, etc.
    - Permitting, fees, etc.
  - Personnel
    - Staffing and training and/or ISP, Contractors, Partnerships, etc.
- Exit Strategy
- Recommendations

**D. Business Plan Report- including final report compiling the information contained within Tasks A -D.**

Phase 2 -

**E. Design/ engineering of Network – based on the findings and phasing, design the greatest amount possible with in the provided budget. **The Proposer should indicate in their proposal the amount of design which can be accomplished within the provided budget.****

- a. Design Plans to a degree indicated in the proposal.
- b. Engineers estimate of cost to complete design (if not proposed as 100%) and based on percentage completed design projected cost to build entire network.
- c. Based on degree of design/ engineering, the Proposer shall indicate what Design deliverables will be provided to the County

A final report shall be produced which includes all project work in one concise document (may be in volumes). **Twenty (20)** bound copies of the document and electronic files of the document shall be provided.

Full size copies of the network design will be provided in physical and electronic copies.

**This Scope of Work has been prepared as a proposal guideline. It is the respondent’s responsibility to propose a scope that the Consultant feels would be necessary to complete the project.**

**6. BACKGROUND/EXPERTISE OF PARTICULAR VALUE**

- A. Broadband planning/design experience in the past 5 years.
- B. Business Plan development in the past 5 years.
- C. Background in similar projects of this nature.

NOTE: Firms should only include project experience of current firm staff.

## 7. **GENERAL PROPOSAL REQUIREMENTS**

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

Firms, or their principals, responding to this RFP should include an organizational chart, identifying the project manager and team members, with their titles.

### **B. Experience, Depth and Breadth of Personnel**

The project team should have a full-range of relevant 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. Cost and Budget**

Approximately **\$215,000** is available for the project detailed herein. The Consultant's contract will include a phased approach as follows: (1) Phase 1 will include Scope items a- d as one price, (2) Phase 2 which includes task identified in Scope item E (design) as separate price will be dependent on the outcomes of Phase 1. The County may choose to pursue Phase 2 or end the project at Phase 1. Therefore, all proposals must contain two Cost Proposals for the scope of services delineated, inclusive of all expenses (there will be no reimbursables). Proposals must include a breakdown by cost and staff hours for the categories outlined. Submit cost proposal in a separate sealed envelope along with the proposal for services.

For the purposes of the proposal submittal, the following categories should be delineated in a **Fee Chart**, showing a lump sum amount for each category:

#### **1. Phase 1**

- A. Project Initiation**
- B. Market Outreach**
- C. Business Plan**
- D. Report**

#### **2. Phase 2 –**

- a. **Design – indicate percentage based on budget indicated. Regarding estimation of the approximate size of the network which will be designed, respondents should refer to the proposed open access network identified in the *Broadband Feasibility Study (2017)***

#### **E. Hourly Personnel Rates**

As a supplement, a schedule of billable rates for all key personnel (Principal-in-Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal. Proposals must also include the ranges of billable rates for technical staff and support personnel. Firms shall note separately the firm's Overhead & Profit rate that is to be added to each hourly rate.

### **8. 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:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.
- Proposers **MUST** sign the Proposal Certification attached hereto as 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.

## **9. STATEMENT OF RIGHTS**

### **UNDERSTANDINGS**

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

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

- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process; 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.

## **CONTRACT**

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

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

## **INDEMNIFICATION AND INSURANCE**

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

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

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

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in **Schedule “B”**. Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

## **INTELLECTUAL PROPERTY RIGHTS**

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

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

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies,

drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

### **NON-COLLUSION**

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

### **CONFLICT OF INTEREST**

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

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

### **COMPLIANCE WITH LAWS**

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

### **CONTENTS OF PROPOSAL**

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

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

**“NOTICE”**

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

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

and

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

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

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

### **EQUAL PAY CERTIFICATION**

During the term of this Contract, the Consultant shall comply with Executive Order 13 (2014), and the Consultant shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Consultant, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification (**Schedule "C"**) and for any other purpose reasonably related to confirming the Consultant'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 this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

## **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 120 days from the proposal date.

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

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

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

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

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

**SCHEDULE "B"**

**STANDARD INSURANCE PROVISIONS**

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

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

IV. Minimum coverage with limits are as follows:

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

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

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

Workers Compensation Forms

Form	Exemption
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

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

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

**SCHEDULE "C"**

**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 \_\_\_\_\_, Title of Corporate Officer Name of Corporation the enterprise 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 \_\_

