

Brian Hanno

Director

brianhanno@lewiscounty.ny.gov

REQUEST FOR PROPOSAL

NO. 2023-105

LEWIS COUNTY RAIL TRAIL MASTER PLAN

Date: April 28th, 2023

To Whom It May Concern:

Lewis County is currently seeking a proposal for the development of a Rail Trail Master Plan for 31 miles of abandoned rails within the county.

All proposals to be mailed to:

Brian Hanno, Purchasing Director
County Courthouse, 1st Floor, Room 120
7660 North State Street
Lowville, New York 13367

or delivered in person between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday.

All proposals must be received on or before 2:00 p.m. on June 8th, 2023. Late proposals will not be considered.

Lewis County reserves the right to forego any formalities and reject any or all proposals. Lewis County is an Equal Opportunity Employer.

This RFP can be found on and downloaded from the Lewis County Website:

www.lewiscountyny.gov

Sincerely,



Brian Hanno
Lewis County Purchasing Director
7660 North State Street
Lowville, NY 13367

Introduction

1.1 Purpose/Objective

Lewis County is seeking a design/engineering firm to complete a Rail Trail Master Plan for approximately 31 miles of railroad tracks recently acquired from Genesee Valley Transportation (GVT) that span from the Village Croghan to the Village of Lowville to the Village of Carthage in Jefferson County, with a short section also located in the Village of Lyons Falls. It is the intent of the Lewis County Legislators to develop the rail line into a combination of recreational trails that preserve its rich history, stimulate economic and community development, and provide a safe space for residents and visitors to recreate.

It is expected that this Rail Trail Master Plan will include a feasibility study to address the possibility of segmenting off sections based on the best uses identified through thorough inventory analysis, community input, and environmental and structural reviews. The County is in the process of having a Phase 1 ESA being performed separately completed. If report is received prior to the bidding date, the report will be posted online and emailed to all known parties. An economic impact analysis should be conducted to ensure that the economic and community development benefits are captured and circulated through various means of public outreach efforts. Additional project work includes the development of design standards, a consistent brand with a logo and marketing implementation strategy, short-term and long-term trail development needs, project cost estimates, and operations and maintenance plans. While full design, engineering, and permitting services are out of scope for this stage of the project, a 30% engineering design is expected.

This opportunity would transform not only Lewis County, but the North Country Region as a whole. It is important that the chosen firm has the appropriate expertise in all phases of this Plan and that they can effectively represent not only the Lewis County Legislators throughout the process, but to be the voice of volunteer groups, municipal officials, property owners, local businesses and organizations, and County agencies.

More information is described in sections 2.1 and 2.2 of this document.

The County intends to open the bid responses to this RFP on **Thursday, June 8th, 2023, at 2:00 p.m.**, and to select the qualified firm, if any.

1.2 Inquiries

Any questions related to this RFP should be directed to Brian Hanno, Purchasing Director, by email at brianhanno@lewiscounty.ny.gov

1.3 Minority, Women-owned Enterprises and Service-Disabled Veteran-Owned Businesses:

The County does not require MWBE certification for this bid proposal; however, if the bidder is qualified in any capacity, the bidder is requested to set forth the information.

1.4 Taxes

No charge will be allowed for federal, state, sales, and excise taxes from which the County

is exempt. Exemption Certificates will be provided upon request.

General Description Or Required Performance Outcomes:

2.1 Project Goals

The primary goal in producing the Rail Trail Master Plan is to:

- Establish a shared vision for the future of the rail lines in Lewis County;
- Develop an implementation plan that puts us on a path toward realizing the vision; and,
- More intensely studying certain sections for construction feasibility and design work that will enable us to begin construction in the short term.

2.2 Project Objectives

Scope of Work

The County of Lewis seeks a qualified firm to produce a Rail Trail Master Plan. The scope of work includes the following services listed below. It is not an exhaustive list and further refinement may occur during contract negotiation. The County is open to recommendations for additional services but should be noticed as such in the proposal. Excluding the alternates listed below, the County requests the following services be completed in no longer than a twelve-month timeframe following contract approval.

- Task 1: Project Management
- Task 2: Overview of Existing Conditions/Trails
- Task 3: Public Participation
- Task 4: Destination Inventory and Analysis
- Task 5: Trail Design Considerations and Route Recommendations
- Task 6: Cost Estimates and Implementation Plan
- Task 7: Final Report
- Alternate #1: Branding and Marketing Strategy

Task 1: Project Management

- Direct all project work including staff assignments, progress tracking, budget oversight, and quality control.
- Facilitate Steering Committee meetings to report on project status, resolve issues, and identify additional needs.
 - Prepare agendas, materials, and take meeting notes.
- Provide monthly invoices and written progress reports.

Task 2: Overview of Existing Conditions/Trails

- Review existing trail network, for the development of the master plan.
- Review existing SEQR, Bridge Structural Analysis, and Phase 1 ESA from initial engineering studies. *NOTE: SEQR and Bridge Reports are attached separately and can be found at www.lewiscountyny.gov

- Have access to and review aerial imagery of the entire trail system via the County's most recent flyover (to be completed second quarter 2023).

Task 3: Public Participation

- Organize and attend at least two stakeholder meetings to gain feedback from key stakeholder groups.
- Put out and gather results from an online survey of stakeholders.
- Attend at least one meeting of each Town's Monthly board meeting that is in the designated trail corridor.
- Attend at least one public hearing at the Board of Legislators meeting to obtain general feedback from the Board and community. The public hearing shall be scheduled for the same day as the presentation of the draft plan to the board.
- Meet with adjacent property owners to collect and address development concerns.

Task 4: Destination Inventory and Analysis

- Review existing trail destinations, including parks, commercial districts, etc.
- Meet with County staff to discuss future destinations, including planned future parks, commercial and residential developments, etc.

Task 5: Trail Design Considerations and Route Recommendations

- Develop a long-range rail trail master plan map identifying future recreational trail corridors/alignments throughout the County taking into consideration the various opportunities, constraints, environmentally sensitive areas, and other relevant data discovered during the planning process.
- Develop typical cross sections for various surface materials, widths, etc. (for example a typical asphalt cross section, crushed stone section, etc.)
- Develop landscape and hardscape design standards to establish a safe and cohesive look and feel for all Lewis County trail corridors.
- Develop a 30% engineering design package.

Task 6: Cost Estimate and Implementation Program

- Provide a cost estimate for the total implementation of the master plan, including engineering and professional service costs, construction, and material costs, etc.
 - Include break downs of current estimated per mile costs for various types of surfaces, widths, etc.
- Provide a proposed plan for implementation of the master plan, including segment prioritization recommendations.
 - Include discussions of best practices for funding, partnerships/sponsorships, easement acquisition, necessary policy changes, etc.
- Provide a best practice guide on trail maintenance including recommended tasks and scheduling intervals.
- Provide a best practice guide on the needs of police, fire, and EMS for providing their services in a trail setting.

Task 7: Final Report

The final report should include an executive summary along with detailed sections covering the full scope of work. Upon completion of a draft version of the plan, the consultant shall provide five printed copies and a digital version for County review. Following the finalization of the plan, the consultant shall supply ten printed copies and a digital version

of the plan. Any supporting mapping and GIS data shall be provided in the appropriate ArcGIS format. The final draft will be presented to the Board of Legislators.

Alternate #1: Branding and Marketing Strategy

The County's primary focus is the adoption of the Rail Trail Master Plan; however, the County understands that branding and marketing of our trail system can significantly enhance opportunities for funding and build more public excitement towards the plan. Therefore, the County is requesting the qualified firm to price, as a separate alternate, the development of a branding and marketing strategy for the County's Rail Trail System. This would include, but not limited to, the development of logos, signage, marketing materials, etc.

SPECIFIC REQUIREMENTS:

3.1 The Contractor firm agrees to provide services to the County as an independent contractor and not as an employee, as those terms are understood for New York and Federal law purposes. The Firm agrees to provide for, secure, and/or be solely responsible for any and all required fees, permits, Workers Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholding and any other insurance or taxes, including but not limited to Federal and New York taxes, for any persons performing services pursuant to a subsequent agreement, including the Contractor, and any employees of the selected Firm. The Contractor agrees to indemnify the County and hold the County harmless from any claims, suits, losses, or damages, including reasonable attorney's fees, resulting from any failure on the part of the contractor to satisfy its obligations as states herein.

3.2 The Contractor acknowledges and agrees to purchase, register, and insure any and all necessary equipment and vehicles to provide the scope of services identified. Automobile liability insurance must have a minimum limit for bodily injury and property damage of \$1,000,000 /\$2,000,000

3.3 The contractor acknowledges and agrees to purchase comprehensive general liability insurance with minimum liability limits of \$1,000,000 / \$2,000,000 for personal injury and property damage, and \$2,000,000 aggregate to protect against claims brought against the County, which may arise from the provision of services under a subsequent agreement. Contractor agrees to name the County as an additional primary insured.

3.4 The Contractor agrees to indemnify the County and hold the County harmless from any claims (including but not limited to claims under Labor Law Section 240, if applicable), suits, losses, or damages resulting from or relating to any services provided by the Contractor and/or equipment or materials used by the Contractor, or any other person performing services pursuant to a subsequent agreement. The Contractor shall be liable to the County for any loss, damage or destruction of any property, materials, goods, documents, or other items, including reasonable attorney's fees, resulting from or related to the negligence, or other wrongful acts of the Contractor, the Contractor's employees, or any other person performing services pursuant to a subsequent agreement. The amount of general liability insurance.

3.5 The Contractor may not assign, transfer, sublet or otherwise dispose of the

Agreement without the prior written consent of the County.

3.6 The County reserves its right to require additional contractual provisions it deems appropriate to give effect to this Proposal.

ELIGIBLE APPLICANTS

4. To be deemed an eligible applicant, you must have at least three (3) years in the government marketplace and provide a minimum of three (3) municipal customers as references.

PROPOSAL FORMAT

5. To be submitted on your own forms, but must include the project matrix table, bid page, the non-collusion form, anti-sexual harassment form, corporate attestation form, and Iran Divestment Act set forth at the end of this RFP.

BASIS OF AWARD:

6.1 All proposals will be evaluated to determine if they meet the requirements of the Request for Proposal. The County may, as it deems necessary, conduct discussions with the contractor(s) it deems reasonably suspected of being selected for award, for the purpose of clarification and responsiveness to requirements. The County may assign varying weight to criteria and reserves its right to make an award based upon said criteria, including “best value”, if applicable.

6.2 Information gathered by the County from the RFP, during any interviews, and any other information and factors deemed relevant by the County may be considered in a final award. Some additional information and criteria the County may consider includes but is not limited to the bidder’s commitment to Lewis County, reputation of the contractor, commitment to quality of services, responsiveness.

6.3 The County reserves the right to accept or reject any and all Proposals.

6.4 The Award may be made to the most responsible bidder whose proposal is determined to be in the best interest of Lewis County and deemed to best serve the County’s needs and requirements, based on the evaluation of all relevant criteria and information provided including an interview with Contractor and the Award Committee.

6.5 A successful bidder is encouraged by the County to use in-county and/or local vendors, supply entities and labor force, if possible, in providing the services under the contract awarded for this project, but is not required to do so, nor is same a criteria in the award determination.

6.6 Proposals will be reviewed by the Director of Recreation, Forestry & Parks, Highway Superintendent, County Attorney, County Manager, Director of Planning & Community Development, and other supporting staff, as needed. Proposals will be ranked on the strength of each proposal element:

1. Project Approach
2. Scope of Services & Deliverables
3. Project Organization including project schedule and allocation of team resources

4. Qualifications and Experience of the Project Team

5. References and Samples

Project examples will be evaluated for creativity and quality of design and the incorporation of green infrastructure, as well as overall quality of the project deliverable.

Project budgets and will be incorporated as a ranking factor after preliminary proposal rankings are completed. Interviews may be conducted by conference call or in person. A recommendation on the award will be made to the General Services Committee, which will then refer the recommendation to the Lewis County legislature.

6.7 Contractors will be notified in writing of the successful award after formal acceptance by the Lewis County Legislature.

CONTRACT PERIOD:

7.1 The intent of the county is to award this contract on July 5th, 2023, and to have the final version of the Master Plan completed within 12 months.

GENERAL INFORMATION:

8.1 Your proposal must include the following to be considered:

1. Name, Address, Contact Person.
2. Telephone Number/Fax Number/E-mail Address.
3. Detailed description of the proposed services to be provided based on vendor's recommendation to accomplish scope of work detailed above for this project.
4. Essential information about the company providing the service including the correct and full legal name of the business, tax identification number, and a listing of all personnel involved in the proposal.
5. Credentials or resumes of the key staff expected to be assigned to provide the scope of work, including but not limited to primary areas of responsibility and experience performing that work.
6. Proposed compensation schedule and plan with milestone events.

8.2 PROPOSAL REQUIREMENTS:

- a) Proposals must be accompanied by a signed Proposal Form, Signed Non-Collusion Statement, Signed Anti-Sexual Harassment statement, and signed Attestation of Good Standing if corporate entity, and signed Iran Divestment Act. These forms can be found at the end of these specifications.
- b) Provider must submit their written proposal on their own forms.
- c) One original and two (2) copies of the proposal must be provided, with an electronic copy on a Flash Drive
- d) Read all documents contained in the proposal package.
- e) Proposals must be submitted to:
Brian Hanno, Purchasing Director
Lewis County Courthouse
7660 North State Street
Lowville, New York 13367

To be considered, the proposal must be received no later than **2:00 PM on Thursday, June 8th, 2023**. No proposals will be accepted after the designated time. Bid packages will be opened on said date and time in the Courthouse Building, Second Floor Chambers, 7660 North State Street, Lowville, NY 13367.

Providers shall indicate on the outside of their sealed proposal the following information:

- Title of Proposal and Proposal Number if any
- Date and Time of Proposal Opening
- Company Name / Bidders Name

Failure to do so may result in the rejection of the proposal as being unresponsive.

8.3 LATE PROPOSALS:

Proposals received in the Clerk of the Board's Office after the date and time prescribed shall not be considered for contract award and shall be returned, unopened, to the Contractor.

NOTE: Any delay due to traffic, weather, mail or express delivery is not an exception to the deadline for receipt of proposals. Please plan accordingly.

8.4 NON-COLLUSION STATEMENT; SEXUAL HARASSMENT POLICY STATEMENT:

Non-Collusion Statement and Sexual harassment compliance statements shall be returned with your proposal.

8.5 PROPOSAL CONTENT:

All information required by these specifications must accompany the proposal or provider may be disqualified.

8.6 ADDENDA:

Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction. Addenda will be e-mailed to all who are known by the County to have received a complete set of specification documents. Addenda will also be posted on the Lewis County website, www.lewiscountyny.gov. Copies of addenda will also be made available for inspection at Purchasing Director's Office located in the County Courthouse Building. No addendum will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

8.7 PROPOSAL RECEIPT BY A THIRD PARTY:

Any Contractor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from award or completion of a contract in accordance with the official documents on file with the County of Lewis. It is **STRONGLY** suggested that all Contractors interested in participating in this proposal, contact the Lewis County Purchasing Department directly to assure they have received the most accurate and up to date material concerning this contract. The County does not offer or supply anyone the list of people that have obtained a copy of these RFP specifications for the project prior to the opening of the RFP. NO

EXCEPTIONS ARE MADE TO THIS POLICY.

8.8 FREEDOM OF INFORMATION LAW (FOIL)

All material submitted in response to this Bid becomes the property of the County, with same being considered public records after the award of the contract, subject to confidentiality and exemptions set forth in the Public Officers Law. Proposals will not be shared with any competing offerors during the selection phase of this procurement, however, after award of the contract to the successful offeror, proposals and/or lawful parts of proposals received in response to this RFP may be subject to disclosure under the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Article 6 of the Public Officers Law mandates public access to certain government records. Generally, proposals submitted in response to this Bid may constitute government records subject to FOIL.

Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets if publicly disclosed. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages with “ with the notation: “CONFIDENTIAL” and inserting the following statement in the front of its proposal: “The information or data on pages_____ of this proposal, identified on the top thereof as “CONFIDENTIAL”, contain financial, technical, or other information which constitute government records subject to FOIL.” Bidder should explain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, that could cause substantial injury to the commercial enterprise’s competitive position, and request that the County use such information only for the evaluation of this proposal.

Bidder must understand that the County is required to comply with the provisions of the New York State Freedom of Information Law (FOIL), and that public disclosure of the information contained in this proposal whether or not marked as “CONFIDENTIAL” may be required. Bidder shall make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL. In the event the County receives a FOIL request for disclosure of information marked as “CONFIDENTIAL”, the Proposer/Bidder shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons it has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

I. CONFLICTING TERMS:

9.1 The requirements provided in the “specification” portion of these documents shall govern in any conflict with any other language provided in the general “Terms and Conditions” or any other boilerplate type information. Any conflict between the specification language and any boilerplate language will be resolved in favor of the specification language.

J. EXECUTORY CLAUSE:

10.1 Any contract offered in response to this RFP shall contain the following clause: “This Contract shall be deemed executory only to the extent of funds appropriated by the Lewis

County Board of Legislators and available for the purposes of this Agreement; and no liability on account thereof shall be incurred by Lewis County beyond the amount of such funds.”

K. NO JOINT BIDS:

11.1 Joint Bids will not be accepted. For purposes of the specifications, the term joint Bid shall include, but is not limited to, any Bid submitted jointly by two or more Contractors in the name of partnership, joint venture or other legal entity formed for the purpose of submitting such a Bid or to be formed for the purpose of entering into a contract pursuant to such Bid/RFP.

L. PAYMENTS UNDER CONTRACT AWARD:

12.1 Payment for services shall be following receipt of vendor claims and invoices in accordance with Lewis County accounting/payment practices. Any claim against the contractor may be deducted by the County from any money due him in the same or other transactions. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the County as compensation for any loss, damage, or cost incurred by the County as a result of said non-performance.

M. CONFLICTS OF INTEREST:

13.1 In executing and submitting this Bid, the bidder represents and warrants that no person who is an elected official, officer, or employee of Lewis County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership or association in which such official, officer or employee is directly interested, shall have a direct financial interest, in the contract to be awarded hereunder or in the proceeds thereof, unless such person completes and submits a Disclosure Form, on a form acceptable to the County, disclosing their interest or seeks a formal opinion from the Lewis County Ethics Board as to whether or not a conflict of interest exists. For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability entitling the County to recover all monies paid hereunder and Contractor shall not make claim for, or be entitled to recover, any sum or sums otherwise due under any contract awarded hereunder.

N. IRANIAN ENERGY SECTOR DIVESTMENT:

14.1 Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor has not: a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran. Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law. Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm that it is not on the list created pursuant to NYS Finance Law

Section 165-1 (3)(b), as set forth on one of the required forms located at the end of this RFP.

O. Bonds:

15.1 Performance, Payment, and Other Bonds

Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

APPENDIX:

List of Property Tax Parcels below:

SEQR and Bridge Reports are posted separately at www.lewiscountyny.gov

Shady Ave - Trinity Ave Area

Tax Parcel Number	Asmt Acres	Primary Owner
212.08-08-02.000	1.4	Mohawk, Adirondack & Northern

Village of Lowville (minus Shady Ave - Trinity Ave)

Tax Parcel No.	Asmt Acres	Primary Owner
195.20-01-01.000	2.3	Mohawk, Adirondack & Northern
212.08-01-02.000	2.8	Mohawk, Adirondack & Northern
212.12-01-08.110	3.1	Mohawk, Adirondack & Northern
212.12-06-07.000	0.44	Mohawk, Adirondack & Northern
212.12-07-12.000	0.23	Mohawk, Adirondack & Northern
212.16-01-08.200	2.4	Mohawk, Adirondack & Northern
195.20-01-03.100	3.6	Lowville & Beaver River
212.08-01-05.000	0.2	Lowville & Beaver River

Lowville North to Croghan

Tax Parcel No.	Asmt Acres	Primary Owner
128.00-05-31.000	2.9	Lowville & Beaver River
128.00-05-31.000	2.9	Lowville & Beaver River
129.00-01-45.000	10.9	Lowville & Beaver River
129.00-02-19.100	4.7	Lowville & Beaver River
129.12-02-28.100	0.8	Lowville & Beaver River
129.12-02-31.210	0.4	Lowville & Beaver River
129.12-10-02.100	0.8	Lowville & Beaver River
129.12-11-13.100	0.5	Lowville & Beaver River
129.17-01-01.000	1.0	Lowville & Beaver River
129.17-02-09.000	1.3	Lowville & Beaver River
145.00-02-14.000	1.6	Lowville & Beaver River
146.00-01-47.000	10.7	Lowville & Beaver River
162.00-02-05.000	12.1	Lowville & Beaver River
178.00-01-21.000	5.7	Lowville & Beaver River
179.00-01-13.000	4.6	Lowville & Beaver River
179.00-03-03.000	4.2	Lowville & Beaver River
179.00-04-05.000	9.3	Lowville & Beaver River
179.02-01-06.100	0.5	Lowville & Beaver River
179.02-03-04.000	1.0	Lowville & Beaver River
195.00-01-33.000	11.1	Lowville & Beaver River

Lowville North to Carthage

Tax Parcel No.	Asmt Acres	Primary Owner
084.00-01-32.000	15.3	Mohawk, Adirondack & Northern
084.00-02-37.000	5.4	Mohawk, Adirondack & Northern
097.00-02-18.100	16.0	Mohawk, Adirondack & Northern
111.00-01-24.000	8.4	Mohawk, Adirondack & Northern
112.00-01-15.100	23.3	Mohawk, Adirondack & Northern
112.00-01-15.200	3.8	Mohawk, Adirondack & Northern
127.00-01-28.110	16.1	Mohawk, Adirondack & Northern
127.13-01-23.210	1.0	Mohawk, Adirondack & Northern
127.13-04-01.200	1.6	Mohawk, Adirondack & Northern
127.17-02-08.000	1.8	Mohawk, Adirondack & Northern
144.00-01-27.000	19.3	Mohawk, Adirondack & Northern
161.00-01-40.000	23.1	Mohawk, Adirondack & Northern
178.00-01-27.000	19.7	Mohawk, Adirondack & Northern
195.00-01-36.000	12.7	Mohawk, Adirondack & Northern
86.48-2-9 (Jefferson Co.)	7.6	Mohawk, Adirondack & Northern
86.40-2-37.51 (Jefferson Co.)	Only that portion of the parcel south of State St. Village of Carthage, NY to the boundary with the Village of West Carthage, NY being part of the rail line commonly referred to as the Lowville Industrial Track, and including the railroad bridge over the Black River	Mohawk, Adirondack & Northern

Village of Lyons Falls (minus rails south of Dollar General)

Tax Parcel No.	Asmt Acres	Primary Owner
322.18-02-09.100	All of the parcel and granting an easement to railroad for 300' on the North side of McAlpine St. 2.0	County of Lewis IDA
338.07-01-07.000	0.5	County of Lewis IDA
338.07-02-15.000	0.5	County of Lewis IDA
Railroad to grant easement to County along Parcel 338.07-01-01.000 from south side of McAlpine St. to cross over of the tracks to connect to the side parcels (#2 & 3 above)		

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

SIGNATURE PAGE

REQUEST FOR PROPOSAL

No. 2023-105

Lewis County Rail Trail Master Plan

TO: Clerk of the Board, County of Lewis

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Proposal. If successful, the Bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or on behalf of the company or firm I represent, and to enter into a binding contract with Lewis County. This signed proposal will become part of a binding contract after award by the Lewis County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by the Lewis County Legislature, the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

Legal name of person/firm/corporation

Authorized Signature/ Position

Address

Typed Name

City/State/Zip

Title

Date

Telephone No.

Fax No.

E-mail address

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

NON-COLLUSION FORM

REQUEST FOR PROPOSAL
No. 2023-105
Lewis County Rail Trail Master Plan

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, as to its own organization, under penalty or perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit, a bid for the purpose of restricting competition.
4. No person, broker or selling agent has been employed or retained by the bidder to solicit or secure this award upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. The bidder further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties.

In compliance with this invitation for bids, and subject to the conditions thereof, the undersigned offers and agrees, if this bid is accepted within forty-five (45) days from the date of opening, to furnish any and all of the items upon which prices are submitted.

Legal name of firm/corporation	Authorized Signature	
Address	Typed Name	
City/State/Zip	Title	
Date	Telephone No.	Fax No.

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

AFFIRMATION STATEMENT ON SEXUAL HARASSMENT

REQUEST FOR PROPOSAL

No. 2023-105

Lewis County Rail Trail Master Plan

In compliance with State Finance Law § 139-l, the undersigned bidder hereby certifies and affirms under penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Legal name of firm/corporation	Authorized Signature	
Address	Typed Name	
City/State/Zip	Title	
Date	Telephone No.	Fax No.

Note: Pursuant to State Finance Law §139-l 3, if the Bidder cannot make the foregoing certification and, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore.

YOU MUST RETURN THIS SHEET WITH YOUR BID

CORPORATE APPLICANT/ENTITY ATTESTATION OF GOOD STANDING

REQUEST FOR PROPOSAL
No. 2023-105
Lewis County Rail Trail Master Plan

As a duly authorized official of the Applicant Entity identified below, I certify and attest that the following conditions are true and accurate:

The applicant is not currently the subject of an enforcement action related to an investigation by a State or Federal agency.

The applicant corporate entity is in good standing and is in compliance with required corporate filings.

Legal name of firm/corporation

Authorized Signature

Address

Typed Name

City/State/Zip

Title

Date

Telephone No.

Fax No.

YOU MUST RETURN THIS SHEET WITH YOUR BID

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

REQUEST FOR PROPOSAL

No. 2023-105

Lewis County Rail Trail Master Plan

As a result of the Iran Divestment Act of 2012 the Office of General Service must develop a list of persons who are engaged in certain investment activities in Iran. Contracts cannot be awarded to persons or entities on that list, with some exceptions. All bidders are required to execute the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165a of the State Finance Law.

Corporate or Company Name

BY:

Signature

Title

NOTE: If the bidder cannot make the above certification, it shall so state and furnish with the bid a signed statement which sets forth in detail the reason for that.

RECEIPT OF ADDENDUM ACKNOWLEDGMENT

No. 2023-105

Lewis County Rail Trail Master Plan

ADDENDUM ACKNOWLEDGEMENT

ADDENDUM NO. _____

Please acknowledge the receipt of the above ADDENDUM issued by the County of Lewis, by signature and recording the date of receipt below.

Bidder: _____

Authorized Signatory: _____

Date: _____

****NOTE:** This form must be included in your bid documents if any Addendum is issued

NON-BIDDER'S RESPONSE

For the purpose of maintaining accurate Bidder's lists and facilitating your firm's response to our invitation for bid, the County of Lewis is interested in ascertaining reasons for prospective Bidder's failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Lewis County Purchasing Director, 7660 North State Street, Lowville, New York 13367. This form may be returned by mail or fax. Faxes may be sent to 315-376-4917. Failure to submit either a bid proposal or return this form will result in removal of your firm's name from our Bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s)

Items or materials requested not manufactured by us or not available to our company.

Our items or materials do not meet specifications.

Specifications not clearly understood or applicable (too vague, too rigid, etc.)

Quantities too small.

Insufficient time allowed for preparation of bid.

Incorrect address used. Correct mailing address is:

Our branch/division handles this type of bid.

Correct name and mailing address is:

We are unable to bid but would like to continue to receive invitations for bids.

We are unable to bid and wish to be removed from the Bidder's list.

Name Of Firm: _____

Mailing Address: _____

City/State/Zip Code _____

BY: _____

Signature of Representative

DATE: _____

Document Number: _____

Document Name: _____