

# REQUEST FOR PROPOSAL

**NO. 2024-105**

**SALE OF TIMBER PRODUCTS-HOUGH MEMORIAL**

Date: February 1, 2024

To Whom It May Concern:

Lewis County is currently seeking a proposal for the sale of forest products located on the Lewis County reforestation area at 8562-8586 State Route 812 Town of New Bremen.

All proposals to be mailed to:

Cassandra Moser, Clerk of the Board  
County Courthouse, 2<sup>nd</sup> Floor Room 225  
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 **2:30 p.m. on March 8<sup>th</sup>, 2024**. 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](http://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 contractor for the sale of timber products located at 8562-8586 State Route 812 Town of New Bremen. Tax Parcel 163.00-02-38.100 on approximately 62.2 acres. A copy of a map is included.

There will be a planned viewing of this property on Tuesday February 13<sup>th</sup> at 7:30 a.m. Please contact Ryan Battles at 315-955-3118 with any questions in regard to the viewing.

More information is described in sections 2.1.

The County intends to open the bid responses to this RFP on **Friday, March 8<sup>th</sup>, 2024, at 2:30 p.m.**, and to select 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](mailto: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, but 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 Important Sale Notes

This is a summary of special terms and requirements of the sale to consider when formulating your bid. Please read the entire bid prospectus for the terms of the sale.

- It is highly recommended that the bidder view the property and sale area on February 13<sup>th</sup> at 7:30 am, prior to submission of the bid in order to fully understand the conditions and work to be done.
- Previous harvests have attained access from adjoining landowner to the west. Offsite access is at the discretion of the contractor.
- The Contractor must be willing to fix problems that will occur regarding rutting and skid damage and restrict work activities during wet weather conditions.

- Access to equipment needed to perform potential repairs is the responsibility of the Contractor and should be considered before bidding the sale.

Species	Range DBH (inches)	Average DBH (inches)	No. Of Trees	Estimated Quantity MBF (International 1/4" Log Rule)
White Ash	15-24	16	40	4.0 +/-
Sugar Maple	10-40.	23	112	29.2 +/-
Red Maple	14-22	19	37	8.3 +/-
Black Cherry	10-23.	18	82	18.9 +/-
Red Oak	13-22	18	20	3.3 +/-
Yellow Birch	16-22	16	2	.312+/-
Eastern Larch	10-17.	14	54	7.6 +/-
Scotch Pine	11-22.	14	13	.432+/-
Red Pine	10-16.	13	35	5.4+/-
White Pine	12-28.	21	13	4.2+/-
Eastern Hemlock	20-28	24	2	.605+/-
<b>Sawtimber Total</b>	<b>10-40</b>		<b>410</b>	<b>82.24 +/- MBF</b>
Hardwood Pulp	10-29	14	354	31.53 +/- Cords
Softwood Pulp	10-17	12	13	.901 +/- Cords
Culls	16-20	18	5	
<b>Total Sale</b>	<b>10-40</b>		<b>782</b>	<b>82.24+/- MBF/32.43 +/- Cords</b>

### **Volume Estimate**

The volume in the standing trees was estimated and is based on the International 1/4" Kerf Log Rule for sawtimber and the standard 4' x 4' x 8' cord for cordwood. Pulpwood volumes were determined using the US Forest Service Composite Cordwood Volume Table. Sawtimber volume estimates are based on the International 1/4" Log Rule volume. Additionally, volume deductions were made for visible defects; however, Lewis County does not guarantee the estimated volume or quality of the stumpage advertised.

### **Marking**

Trees for sale are marked in orange and blue paint. Skid Trails will be marked with red flagging once landing location is determined. Girdling cull trees or any other live trees as an alternative to felling will not be permitted.

## **Sale Boundaries**

The sale boundaries are shown on the attached Sale Map. Trees marked with double stripe blue paint horizontal stripes (=) paint indicate the boundary of the sale area. These trees are not included in the sale and shall not be cut. Only those trees which have been marked or otherwise designated to be cut by Lewis County shall be cut under the terms of this contract.

All trees so marked or designated shall be cut by the Contractor and, if any are not cut, they nevertheless shall be paid for under the terms of this contract. The Contractor may be liable for a penalty of \$250.00 per tree or triple damages or both for cutting unmarked trees.

## **Log Landing**

Previous harvests have attained access from adjoining landowner to the west. Off site access is at the discretion of the contractor. The stone access is only 9' wide and must be considered when reviewing harvest access. The Contractor can establish a new log landing with the approval of the County. Any additional site work to improve the landings to accommodate the specific needs of the Contractor will be done at the Contractor's expense and only with the approval of Lewis County. Landings will be always kept in a neat condition during the sale. The Contractor shall keep landings free of any garbage, oil cans, or debris. The Contractor shall remove or return to the harvest area unused wood brought to the landing from the harvest area. The Contractor shall prevent rutting on landings which may result in channelized sediment flow off the landing. At the completion of the sale, the Contractor shall grade and stabilize the landings to the satisfaction of Lewis County and the parking area will be returned to the original condition. The Contractor shall block with earthen mounds, the entrances to skid trails leading into the woods and at all trail crossings to prevent the access from trail users. No additions or changes to skid trail locations will be made without approval of Lewis County. The Contractor shall cut and open main skid trails first before beginning harvesting within the sale area. All skid trails must be repaired and back bladed at the conclusion of the sale, to the satisfaction of Lewis County. Individual hitches shall be no wider than the skidder. The Contractor shall secure all roads, trails and landings to reduce erosion at all times.

Lewis County reserves the right to require the Contractor to implement erosion and sedimentation controls at any time, which includes, but is not limited to, water bars, broad based dips, corduroy, culverts, temporary bridges, straw bales, seeding and mulching. If soil erosion occurs during harvesting, the Contractor shall install and maintain water bars, broad based dips or other appropriate water control devices at locations determined by the Lewis County. The Contractor shall prevent ruts greater than 18 inches in depth on the access system during active timber harvesting. If ruts approach 18 inches in depth the Contractor shall cease harvesting activities in that area and ameliorate the damaged road or trail. The Contractor shall resume harvesting activities only when conditions improve, or actions are taken to prevent further rutting. Lewis County reserves the right to modify this condition on a case-by-case basis. The Contractor shall level all ruts and secure haul roads to restrict erosion at the completion of the sale to the satisfaction of Lewis County. The Contractor shall prevent ruts on all roads and logging trails that may result in channelized sediment flow.

## **Harvesting**

The Contractor shall fell trees away from private land, designated recreation trails, and water courses whenever possible. If trees accidentally fall over private property boundary lines, across designated recreation trails or into stream channels, the Contractor shall pull back all material immediately. No harvesting operations in conjunction with this sale shall be allowed on adjacent private lands without permission of the owner. The Contractor shall remove immediately any logging debris falling on adjacent private lands. Any damage to adjacent private lands shall be promptly repaired or compensation paid to the owner at expense of Contractor. The Contractor shall keep the sale area free of litter including cans, papers and equipment parts at all times. Active timber harvesting operations and new start-ups will be evaluated throughout the harvest for site conditions that are favorable for the continuation of harvesting operations due to wet conditions. Lewis County may partially or wholly restrict harvesting operations during periods of wet and/or muddy conditions throughout the contract period. Harvesting shall begin in the back of the sale area with work progressing toward the front, cutting all designated trees as the job progresses. Exceptions must be approved by Lewis County. Harvesting may begin as long as it is in compliance with the payment schedule. The Contractor shall leave stump heights, measured on the uphill side, no greater than eight inches. The Contractor shall not leave trees or treetops hung up in the sale area and must pull any hung trees or tree tops down immediately. Lewis County reserves the right to restrict the size of the equipment used if said large equipment is causing unacceptable damage to the site and residual stand. The Contractor shall prevent rutting and soil compaction in the general harvest area (excluding the access system) and take the necessary measures to prevent ruts and soil compaction when ground conditions may not support harvesting equipment. Measures may include but are not limited to corduroy, restricting equipment access, utilizing flotation tires or tracks, or depositing tops in front of harvesting equipment. The Contractor shall cut off close to the stump any saplings two inches or greater in diameter at the stump damaged as a result of timber harvesting activities. No more than 5% of the residual trees greater than 5 inches diameter at breast height within the harvest area may be damaged during the harvest operation. A tree considered to be damaged may include but is not limited to:

1. Damage to the main stem of the residual tree which results in the loss of bark greater than 90 square inches.
2. Greater than 40% damage to the entire root system of the residual tree from soil compaction or disturbance within an area defined by a 20 foot radius from the tree's stem.
3. Greater than 25% damage to the live crown of the residual tree.

## **Fluid Leak/Spills**

The Contractor will be responsible for the control and all costs of clean up and/or collection of fluids leaking from any equipment used on the site. The Contractor must have a spill containment and cleanup kit appropriate for the equipment being used. At a minimum, the kit will contain plugs and clamps to control hydraulic line breaks, a container to collect leaking fluids, fluid absorbent pads and a shovel. Operating any equipment noticeably leaking fluids is prohibited. The Contractor must take action to collect and control fluids leaking from inactive equipment or equipment being maintained or repaired on-site. The collected fluids must then be reused or properly disposed of. For additional information regarding the handling of hazardous materials contact the Spills Hotline number 1-800-457-7362. All petroleum spills that occur within New York State (NYS) must be reported to the Spills Hotline within 2 hours of discovery, except spills which meet all of

the following criteria:

- The quantity is known to be less than 5 gallons; and
- The spill is contained and under the control of the spiller; and
- The spill has not and will not reach the State's water or any land; and
- The spill is cleaned up with 2 hours of discovery.

## 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, including hazardous contamination, 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.

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 it right to require additional contractual provisions it deems appropriate to give effect to this Proposal.

3.7 The Contractor will notify Lewis County Director of Recreation, Forestry, and Parks no

less than 5 business days prior to Contractor's intent to commence harvesting operations and at least 5 business days prior to the final cleanup. When active work in the sale area has stopped for 14 or more consecutive calendar days or upon the completion of the sale, all trails will be cleared and leveled.

3.8 This contract may be terminated or suspended by Lewis County if the Contractor abandons the work under this contract; is in violation of any conditions of this contract and permit; fails or refuses to conform with the requirements of this contract; or if at any time the Lewis County is of the opinion that the Contractor is willfully violating any of the conditions of the contract or executing same in bad faith; or that, the Contractor has failed to promote work in a diligent manner. Upon such default or termination, Lewis County shall have the right to proceed to enforce the bond posted by the Contractor in connection with this contract.

## ELIGIBLE APPLICANTS

4. To be deemed an eligible applicant, you must have at least three (3) years in the forestry industry and provide a minimum of three (3) references with contact information of jobs done in the past 24 months.

## PROPOSAL FORMAT

5. To be submitted on your own forms if needed, but must include the 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 The Award Committee will consist of the General Services Legislative Committee, County Manager, Director of Forestry and Trails, and the County Attorney. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. Price will not necessarily be the determining factor in the award of the contract. The Award Committee will make its recommendation to the full Board of Legislators for their approval. Contract award will be made by resolution of the Board of Legislators.

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 April 2<sup>nd</sup>, 2024, and to have all work completed by April 2, 2026.

## 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. Essential information about the company providing the service including the correct and full legal name of the business and tax identification number
4. Each proposal must be accompanied by a performance bond as mentioned in Section O 15.1.

### 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.
- d) Read all documents contained in the proposal package.
- e) Proposals must be submitted to:  
Cassandra Moser, Clerk of the Board  
Lewis County Courthouse  
7660 North State Street  
Lowville, New York 13367

To be considered, the proposal must be received no later than **2:30 PM on Friday, March 8<sup>th</sup>, 2024**. 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.lewiscounty.org](http://www.lewiscounty.org). 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 The Contractor will make payments according to the following schedule unless adjusted by Lewis County: • 1st Payment = 10% of purchase price paid with signing of contract. • 2nd Payment = 90% of purchase price to be paid prior to commencement of harvesting operations or before December 1, 2024. Failure to execute and return the sales contract to Lewis County, Department of Recreation Forestry and Parks, 7660 N. State Street, Lowville, NY 13367, along with all other required documentation, within 30 calendar days of Notice of Award may result in forfeiture of the bid deposit and the awarding of this sale to the next highest bidder. Payments shall be in the form of check or money order made payable to the “Lewis County” and submitted to Attn: Department of Recreation Forestry and Parks, 7660 N. State Street, Lowville, NY 13367 before the date stipulated in the Payment Schedule.

#### **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.

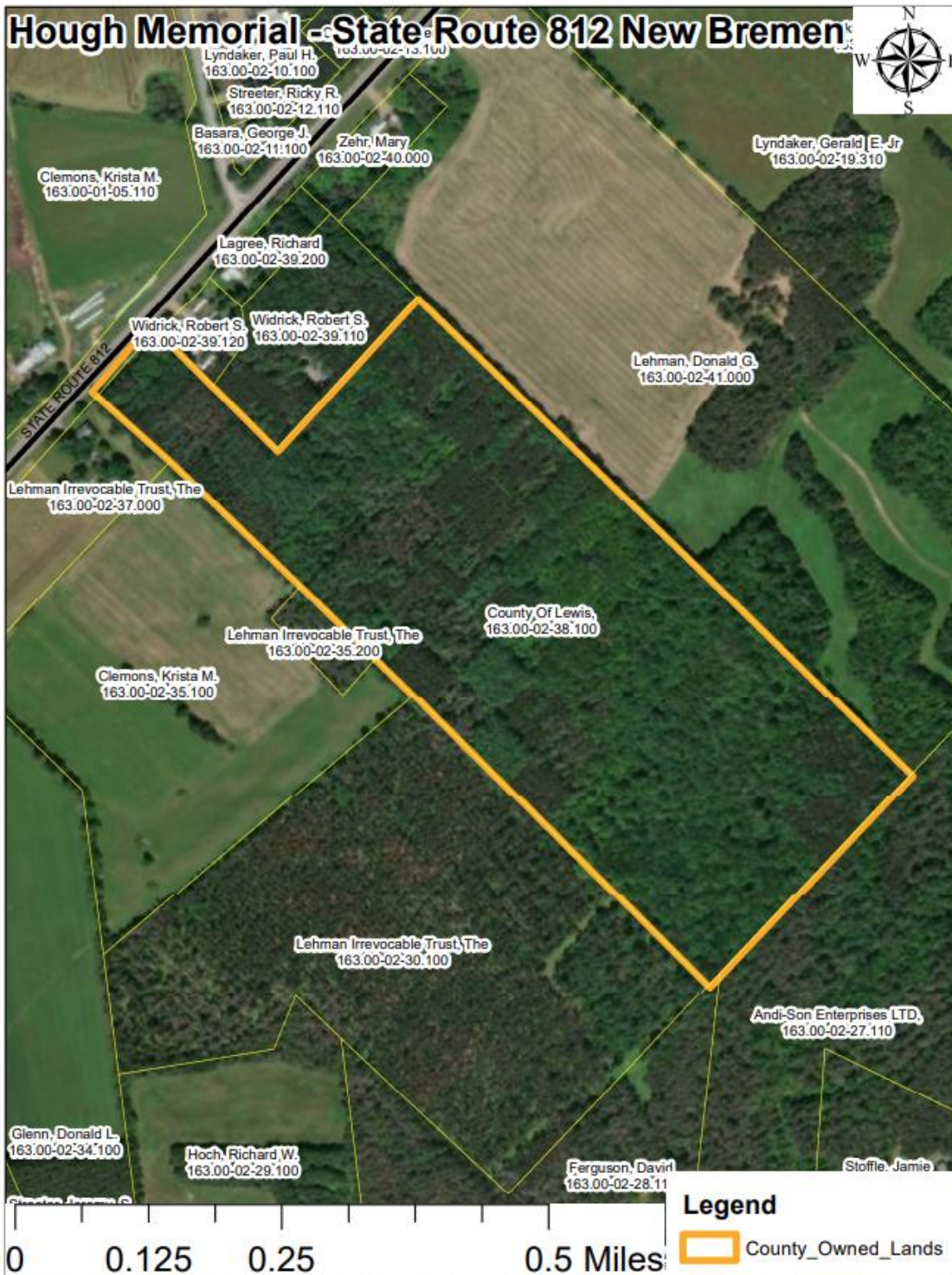
#### **N. IRANIAN ENERGY SECTOR DIVESTMENT:**

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. Performance Bond:**

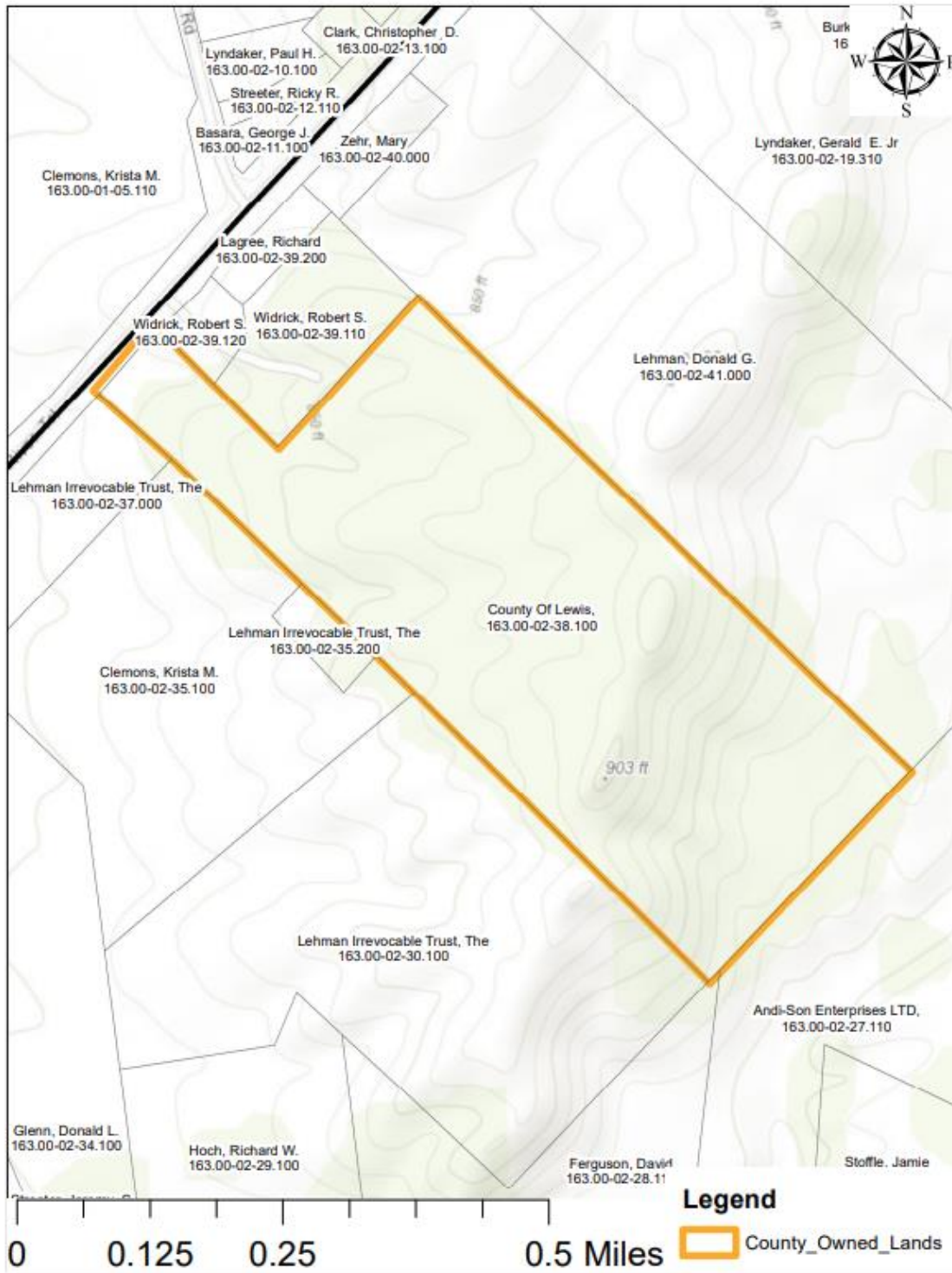
15.1 The executed contract must be accompanied by one of the following: - a Surety bond - a Bank/Certified check - a Certificate of Deposit assigned to Lewis County - a Letter of Credit from a Federally chartered or State licensed financial institution in the amount of \$5,000.00 or 20% of the bid price, whichever is less, for the faithful performance of the sales contract.

# Site Map:





# Topography Map:



**YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL**

**BID PROPOSAL PAGE**

Lump Sum Bid Price \_\_\_\_\_

Time Frame to Complete Logging Activity \_\_\_\_\_

\_\_\_\_\_  
Legal name of person/firm/corporation

\_\_\_\_\_  
Authorized Signature/ Position

\_\_\_\_\_  
Typed Name

**YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL**

**SIGNATURE PAGE**

REQUEST FOR PROPOSAL  
No. 2024-105  
Sale of Timber Products-Hough Memorial

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. 2024-105

Sale of Timber Products-Hough Memorial

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.

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Legal name of firm/corporation	Authorized Signature
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Address	Typed Name
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City/State/Zip	Title
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Date	Telephone No.	Fax No.
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**YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL**

**AFFIRMATION STATEMENT ON SEXUAL HARASSMENT**

REQUEST FOR PROPOSAL

No. 2024-105

Sale of Timber Products-Hough Memorial

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.

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Legal name of firm/corporation

Authorized Signature

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Address

Typed Name

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City/State/Zip

Title

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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. 2024-105

Sale of Timber Products-Hough Memorial

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.

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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. 2024-105

Sale of Timber Products-Hough Memorial

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. 2024-105

Sale of Timber Products-Hough Memorial

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:

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Our branch/division handles this type of bid.

Correct name and mailing address is:

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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: \_\_\_\_\_