

# REQUEST FOR PROPOSAL

**NO. 2024-118**

**LEWIS COUNTY WINTER RECREATION MASTER PLAN**

Date: November 25th, 2024

To Whom It May Concern:

Lewis County is currently seeking a proposal to develop a winter recreation master plan for the 1,181.5 acres of county owned land in the Adirondack Park.

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 **10:00 am. on January 7th, 2025**. 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

The County intends to develop a winter recreation master plan for non-motorized forms of transportation for winter use. These forms of transportation include Nordic skiing, winter bike riding using fat bikes or similar, snow shoeing, and other similar forms of winter recreation.

The County intends to open the bid responses to this RFP on **January 7th, 2025, at 10 am.**, 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 has attained an ADK Smart Growth Grant to assist in the development of this master plan. The goal of the grant is to have 6% Service-Disabled Veteran Owned Business (SDVOB) and 30% Minority and Woman Based Enterprise (MWBE). All bidders should try to attain or surpass that goal if possible and state where and how they will do so. Subcontracting portions of the bid to meet these goals is acceptable.

## 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.

## 1.5 New York State Prevailing Wage Rates

If any portion of work being bid is subject to the prevailing wage rate provisions of the NYS Labor Law, the successful bidder is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid and will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply. The current schedule(s) of the prevailing rates and hourly supplements for this project may be accessed at the New York State Department of Labor website @ [www.labor.state.ny.us](http://www.labor.state.ny.us).

# General Description Or Required Performance Outcomes:

## 2.1 Scope of Work

### **Task 1: Project Initiation and Delivery**

#### **Project Management**

The project management from the awarded bidder will include working in close contact with the Director of Lewis County Recreation, Forestry and Parks Department, communicating on a regular basis to report on project progress, and coordinate project needs. The project manager will provide monthly invoices, schedule/progress updates and provide all required grant documentation.

## **Steering Committee Meetings Topographical Survey**

The Contractor will facilitate two virtual initiation meetings:

A project setup meeting that will include County designated representatives to define project objectives and critical action items for the project. The strategy session agenda will include:

- Introductions
- Review of project schedule to identify key tasks, milestones, critical path items, deliverables, and due dates
- Review of data request and exchange
- Overview of the Steering Committee and confirmation of outreach strategy
- Overview of stakeholder outreach and key action items
- Process for review and coordination with the County

This meeting will also serve to set a level of expectations for anticipated results and deliverables for the project. As a group, we will identify critical success factors and potential risks towards successful completion of the project.

A project kick-off meeting with the Steering Committee that includes the stakeholders identified by the County. The kickoff meeting will be used to gain an understanding of stakeholder priorities and potential concerns.

In addition to the above meetings, it is anticipated that up to four (4) Steering Committee meetings will be held throughout the life of the project. These meetings are anticipated to occur at the following intervals:

1. Prior to stakeholder outreach and engagement (assumed virtual)
2. In advance of the development of the trail typologies and design guide to confirm trail usage, discuss critical vantage points, and confirm destinations/access points (assumed in-person)
3. After the trail prioritization and implementation strategy is developed (assumed virtual)
4. Prior to finalizing the report and executive summary (assumed virtual)

### **Task 1 Deliverables:**

- Monthly project budget and schedule updates via progress meetings
- Preparation for and the hosting of one (1) virtual kick-off meeting
- Preparation for and attendance to two (2) virtual initiation meetings.
- Preparation for and attendance to four (4) Steering Committee meetings (one in-person; three virtual)

## **Task 2: Overview of Existing Conditions**

Complete an existing conditions assessment that consists of a desktop assessment, field assessment, and summary presentation. Coordinate efforts between and among the consultant team, lead the field assessment, demographic assessment, review of relevant plans, and synthesize all information into an Existing Conditions Assessment technical presentation.

Deliver findings in a presentation format to exchange ideas and engage in a dialogue with key decision makers. Pertinent information takeaways will be summarized in the Plan document, as part of Task 6.

### **GIS Basemap Creation**

This task assumes the County will assist in obtaining additional supplemental data that will assist in the creation of planning level basemaps for the final report. Anticipated GIS and/or data will include, but are not limited to, parcel data, multiuse trail and snowmobile trail layers, roadways and centerlines. The bid will be responsible for collecting available non-County utility data and other stakeholder / agency standards and preferences.

Prior to the kick-off meeting, prepare a data needs request memo that will identify information needed to prepare the desktop assessment beyond what is mentioned above and readily available.

At a minimum, the basemap created will include property boundaries, rights-of-way, easements, utilities, and will serve as the foundation for field work and the evaluation of trail opportunities and constraints.

### **Desktop Assessment**

Screen and perform preliminary investigations to determine potential impacts resulting from the design alternative(s) for:

- General Ecology and Endangered Species
- Ground Water
- Surface Water
- State Wetlands
- Federal Jurisdictional Wetlands
- Floodplains
- Coastal Zone Management
- Navigable Waterways
- Historic Resources
- Invasive Species
- Visual Impacts
- Critical Environmental Areas

This desktop review will be performed to determine the feasibility of each segment of the Lewis County Trail, level of permitting required, and to assess alternative routes, if needed due to anticipated environmental impacts. This information will also aid in determining whether further detailed analysis or study is required during detailed design stages. The results of these screenings and preliminary investigations will be summarized on the project base maps and in the final master plan.

**Field Assessment** to ground-truth findings from the desktop assessment and to learn the land to be considered for development. The field assessment will focus on gaining knowledge regarding potential opportunities and constraints. Given that the trails will be natural surface trails during summer months and then expanded to snow trails in the winter months, understanding how each trail “loop” or segment will correlate to one another will be a critical success factor in the master plan trail development. The finding from the site visit will serve as the basis for the master plan recommendations progressed later in the project.

### **Task 2 Deliverables:**

- Data Needs Memorandum to the County outlining data and information needs related to base mapping and design standards; Consultant will prepare a draft memo for discussion at the Kick-off Meeting.
- Preparation of a draft and final basemap, to be used for field work and presentation in the final report.
- Two (2) in-person site visits (one summer and one winter)

### **Task 3: Public Engagement**

#### **Stakeholder Listening Sessions**

Conduct up to four (4) stakeholder listening sessions with stakeholders such as the Towns of Lyonsdale and Grieg, local snowmobile clubs, local nordic skiing clubs, any local bicycling clubs and local businesses. Coordinate meetings with field visits where possible and document all meetings with minutes.

#### **Project Website**

A project website is an essential communication tool for the trail master plan, providing members of the public with an outlet to receive updated project information, ask questions, and provide focused feedback at their convenience. Coordinate with the County to encourage exclusive use of the Project Website for project communications. The project website will include the following key elements:

- General project information:** Develop background information and a general introduction to the project.
- Engagement Surveys:** Develop an online survey to poll area residents and stakeholders about their desires and concerns for development of the trail system. The survey will be conducted in conjunction with Public Outreach Event(s).

•**Interactive Map:** Develop an interactive map communicating the draft trail master plan for public feedback. The interactive map will be rolled out for public feedback in conjunction with Public Outreach Event #2.

### **Public Outreach Events**

Host two (2) public outreach events during the development of the Master Plan. Our approach is flexible; however, we believe that utilizing existing public events as a platform will result in a wider spectrum of the local community and visitors participating in the planning process.

### **Lewis County Board of Legislators Board Meeting Presentations**

Deliver presentations of the draft plans for up to two (2) County Board of Legislators meetings, if necessary. Following the County Committee meetings, create one round of revision to the draft Master Plan (if necessary) and provide to the County for formal adoption.

Task 3 Deliverables:

- Stakeholder listening session agenda, handouts, meetings summaries for up to four (4) meetings
- Project website including an online survey and interactive map
- Up to two (2) public outreach events
- Up to two (2) County board meetings

### **Task4: Master Plan Development**

#### **Trail Design Guide and Identification of Trail Typologies**

Based on feedback provided by the stakeholders, steering committee, and project management team, develop the trail development criteria. These criteria will take into consideration the various type of non-motorized trail users anticipated to be on the parcel and their individual needs. This task will then include development of trail typologies (typical sections) informed by the context of the existing trail conditions and recommend where the typologies are applied throughout the parcels. The typologies will consider existing drainage patterns, surface condition, and erosion patterns to determine the appropriate trail rehabilitation treatment. It is assumed that the trails will be soft-surface trails and asphalt will not be included. Sheet flow drainage will be preferred over concentrated flows, where feasible.

#### **Trail System Recommendations**

Based upon the results of the existing conditions analysis, user and land manager input, and the results of public outreach events, develop recommendations for the development of the new trail loops and segments. New maps and project tables indicating proposed trail mileages, anticipated difficulty levels, tread surface, and other applicable information will be generated for the recommended trail system.

## **Project Prioritization Strategy**

Develop a prioritization methodology to promote logical and efficient development of the trail network. The prioritization methodology could consider several criteria such as recreation value, ease of implementation, impact to natural resources, and connectivity to the other loops and segments. Individual project scoring and phasing of the projects will be the responsibility of the County.

Task 4 Deliverables:

- Up to ten (10) trail typologies
- Technical Memo: Lewis County Winter Recreation Trail Design Guidelines
- Project prioritization strategy

## **Task 5: Wayfinding Signage Family Concept and Design Intent Drawings**

### **Sign Family Concept Development**

Based on the previously developed on-street trail wayfinding concepts, develop a signage family for the off-road trail segments. The sign family will use the Lewis County logo and correspond with the on-road signage. It will include up to five (5) unique sign types that will incorporate Lewis County's branding. Facilitate a meeting to discuss elements of the off-road sign concepts that should be carried forward in the design intent drawings.

### **Design Intent Drawings**

Develop a set of design intent drawings for each sign type that provide details necessary for sign fabricators to develop an accurate bid. The design intent drawings will suggest materials, colors, mounting methods and hardware, and installation notes. Final signage assemblies, as well as any structural engineering, wind load calculations, and other necessary engineering design will be determined by the fabricator during implementation. Respond to one (1) consolidated list of comments on the design intent drawings.

Task 5 Deliverables:

- One (1) preferred wayfinding concept for the signage family, plus one (1) round of revisions
- Design intent drawing sheet set, provided as digital PDF
- Response to one (1) round of reconciled, consolidated comments from County staff

## **Task 6: Master Plan Report**

The final plan will be the culmination of all the technical memorandums and summaries written for Tasks 2-5 and will be the basis for each chapter in the final plan. This will reduce the time needed for this task and minimize rewrites. The graphic design team will create the look and feel of the plan and will be consistent with the look and feel of the graphics used throughout the project. The report will be presented and provide for one (1) round of review. Once final comments are received, the team will create a final report and deliver digital PDF files. The final draft of the report will also be presented to the Board of Legislators as identified in task 3.

Upon completion of the report an executive summary will be prepared that summarizes the full report. This will also be presented and provide for one (1) round of review. Once final comments are received, the final executive summary will be delivered in digital PDF files.

Task 6 Deliverables:

- Executive Summary
- Draft Plan (five (5) hardcopies and PDF)
- Final Plan (ten (10) hardcopies and PDF)

## 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 operations.

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.

## PROPOSAL FORMAT

4. To be submitted on your own forms if needed but must bid by task listed, and time frame needed to complete each task and completed project. Bid 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:

5.1 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. Reviewing agencies consist of Lewis County, the New York State Department of Environmental Conservation, and the Adirondack Park Agency (APA).

5.2 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.

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

5.4 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.

5.5 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.

5.6 The Award Committee will consist of the General Services Legislative Committee, County Manager, Director of Recreation, Forestry and Parks, 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.

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

## CONTRACT PERIOD:

6.1 The intent of the County is to award this contract on February 4th, 2025, and to have all work completed by **timeframe proposed or March 1st, 2026.**

## GENERAL INFORMATION:

### 7.1 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.

### 7.2 PROPOSAL REQUIREMENTS:

- a) Proposals must be accompanied by a signed Signature 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) Two hard copies as well as a copy on a USB Flash Drive.
- 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 **10:00 am. on January 7th, 2025.** 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.

### 7.3 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.

#### **7.4 NON-COLLUSION STATEMENT; SEXUAL HARASSMENT POLICY STATEMENT:**

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

#### **7.5 PROPOSAL CONTENT:**

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

#### **7.6 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](http://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.

#### **7.7 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.

#### **7.8 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.

## **8. CONFLICTING TERMS:**

8.1 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.

## **9. EXECUTORY CLAUSE:**

9.1 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.”

## **10. NO JOINT BIDS:**

10.1 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.

## **11. PAYMENTS UNDER CONTRACT AWARD:**

11.1 Payment for services shall be following receipt of vendor claims and invoices in accordance with Lewis County accounting/payment practices. All invoices must be itemized by task and typed out. 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.

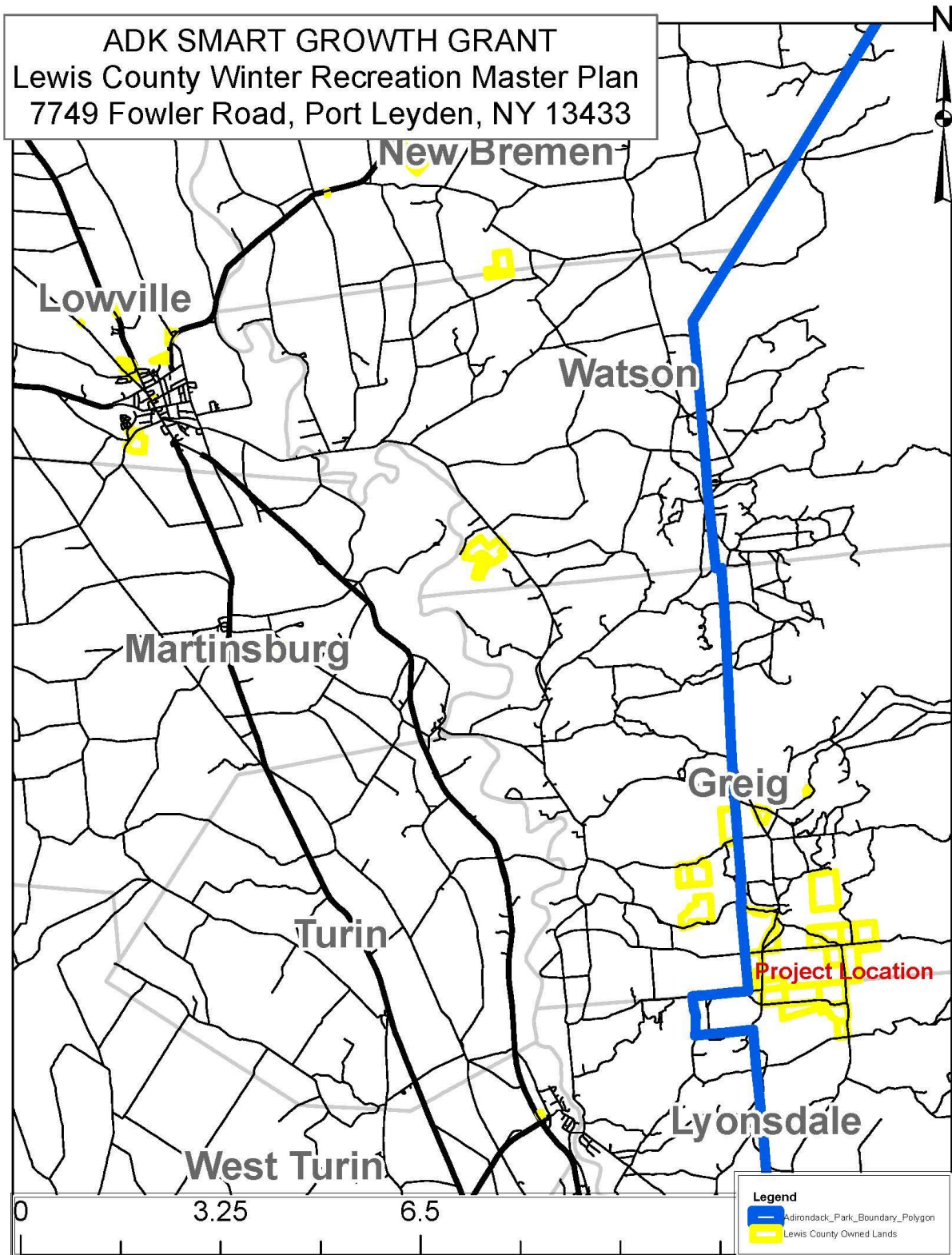
## **12. CONFLICTS OF INTEREST:**

12.1 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.

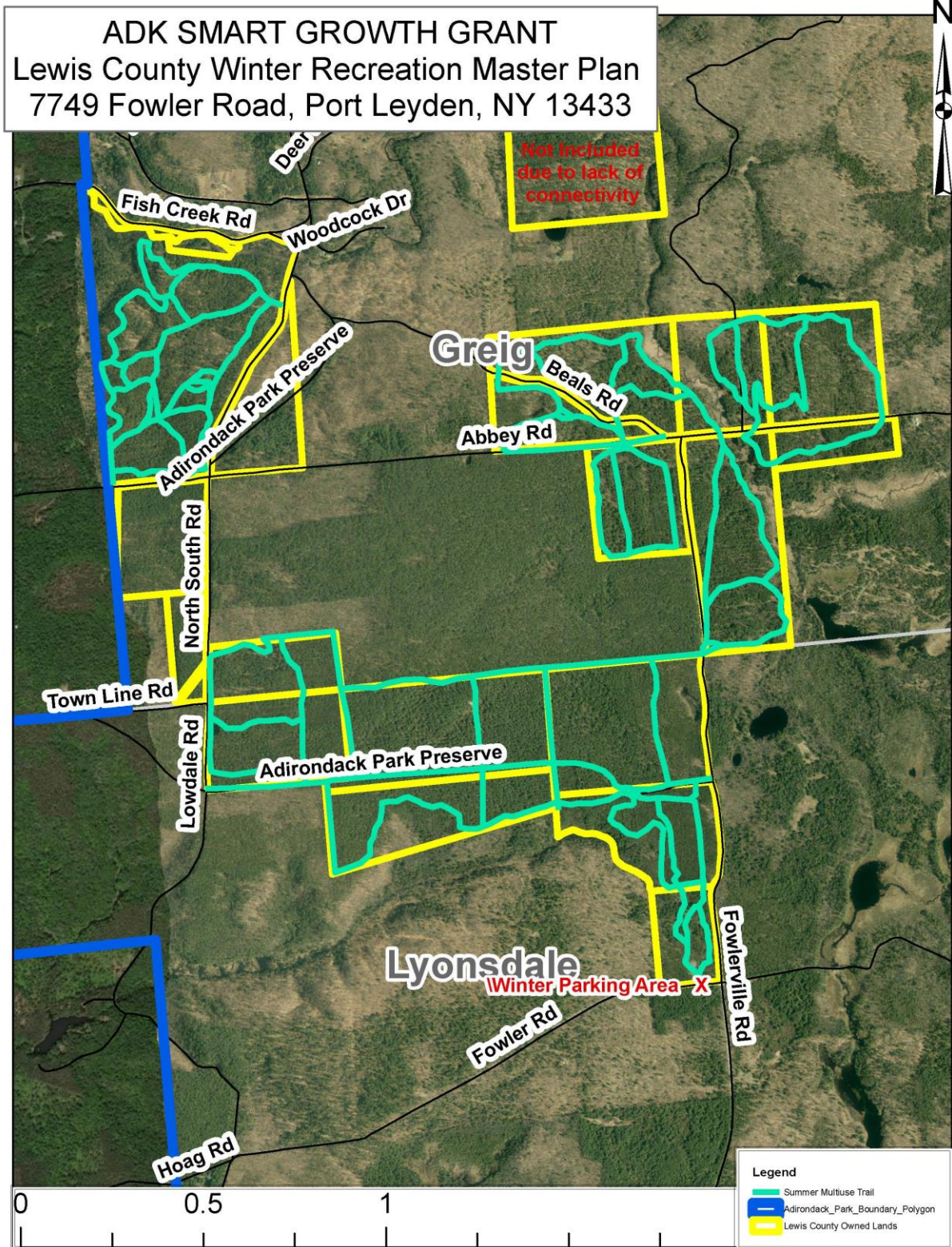
## **13. IRANIAN ENERGY SECTOR DIVESTMENT:**

13.1 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.

# Location Map



# Project Area



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

**SIGNATURE PAGE**

REQUEST FOR PROPOSAL

No. 2024-118

Lewis County Winter Recreation 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. 2024-118

Lewis County Winter Recreation 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.

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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. 2024-118

Lewis County Winter Recreation 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.

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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. 2024-118

Lewis County Winter Recreation 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.

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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. 2024-118

Lewis County Winter Recreation 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

REQUEST FOR PROPOSAL

No. 2024-118

Lewis County Winter Recreation 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:

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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: \_\_\_\_\_