

REQUEST FOR PROPOSAL

NO. 2025-101

FORMER LYONS FALLS SCHOOL ROOF REPLACEMENT

Date: February 12, 2025

To Whom It May Concern:

Lewis County is currently seeking proposals for interested and qualified vendors to provide pre-renovation roof asbestos abatement and post-abatement roof replacement at the former Lyons Falls School located at **6832 McAlpine Street, Lyons Falls, NY** within the scope of work listed in sections 2.1 and 2.2 of the RFP.

All proposals are to be mailed to:

Cassandra Moser, Clerk of the Board
County Courthouse, 2nd 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 a.m. on March 12th, 2025**. Late proposals will not be considered.

The successful Proposer will be required to comply with all state and local laws and regulations. This includes but is not limited to, all applicable Equal Employment Opportunities laws and any Disadvantaged Business Enterprise, Minority and Women-Owned Business Enterprises, and Service-Disabled Veteran-Owned Business regulations as outlined in the RFP.

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 • 315-377-2000 • lewiscountyny.gov

1. Introduction

1.1 Purpose/Objective

The County has determined that it is desirable to solicit offers from interested and qualified vendors/contractors to remove and the roof of the former Lyons Falls School at 6832 McAlpine Street, Lyons Falls, NY, and replace with a new, high thermal-resistance EPDM roof system.

Refer to the detailed scope of work listed in sections 2.1 and 2.2 herein.

The County intends to open the bid responses to this RFP on **March 12th, 2025 at 10:00 AM**, with an award to be made by no later than **April 4th, 2025**.

1.2 Inquiries and Pre-proposal Site Visit

Bidders are required to satisfy themselves, by personal examination of the site, as to the work involved and of the difficulties likely to be encountered in the performance of work under this RFP. No place of ignorance of conditions that exist, or that may hereafter exist, or of any conditions or difficulties that may be encountered in the execution of the work under this bid as a result of failure to make the necessary examination and investigation, will be accepted as an excuse for any failure to or omission on the part of the bidder to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim for extra compensation.

A site visit to assess the project is highly encouraged and should be coordinated with Brian Hanno, Purchasing Director, prior to **March 7th, 2025**. Due to the current interior abatement work underway, the roof can only be accessed from the exterior with a lift. Interior abatement is expected to be completed by March 31st, 2025 at which time interior access maybe available for this project. If there are questions about this RFP, they must be received by **12:00 PM on March 7th, 2025**, and be sent in writing to the Purchasing Department at the below address:

Brian Hanno
Purchasing Director
7660 N. State Street
Courthouse, 1st Floor, Suite 120
Lowville, NY 13367
brianhanno@lewiscounty.ny.gov

Responses to any questions will be made in writing and will be posted on the County's website. It will be the responsibility of the Proposer to check the website for answers to questions and new information.

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

It is the goal of Lewis County to achieve race and gender equality and to foster small business opportunities in the award and implementation of contracts and subcontracts. The goal is to build a diverse and prosperous group of community contractors and trained employees who can effectively compete in business while obtaining quality goods and services in a competitive, efficient, and non-discriminatory manner.

With the submission of a bid, the Proposer has certified that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or service-disabled veteran-owned business.

Lewis County's goal for Good Faith Efforts for M/WBE utilization on this project is 30% (15% MBE, 15% WBE).

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 the 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 at www.labor.state.ny.us.

Contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#) (<https://dol.ny.gov/contractor-and-subcontractor-landing>).

The law (defines a "contractor" as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines "subcontractor" as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

To comply with these new regulations, Contractors and subcontractors will need to register before submitting a bid for this project.

1.6 Protest and Appeal Procedures

Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest with the Lewis County Manager at 7660 North State Street, Lowville, New York 13367. At a minimum, such protests shall include: 1) the name of the protestor; 2) the solicitation project name and description; and 3) a statement of grounds for protest (reference specific text in the Request for Proposal). The decision of the Lewis County Manager is final and is not subject to appeal.

The Lewis County Manager or his designee shall determine the merits of said protest. He or she shall set a time and place for a hearing of the protest and shall advise all competitors that a protest has been filed. The County Manager may receive evidence and legal arguments from any interested party but shall not be bound by the rules of evidence or formal procedure. Unless otherwise directed by the County Manager, issues will be decided based on written evidence and written arguments. All documents received by the County Manager shall be stamped with the date and time received and logged into the protest file folder. The County Manager shall promptly issue his findings and conclusions to the protesting party in writing and shall advise the Lewis County Purchasing Director and all interested parties.

Issues addressing the adequacy of the request for proposals, including without limitation the instructions, general conditions and specifications, and scope of work must be received by the County Manager no later than three (3) business days before the proposal's due date. Thereafter, such issues are deemed waived by all interested parties. Where the County Manager decides that a protest lacks merit, all interested parties shall be so advised in writing and the evaluation and award process will continue.

Notice of protest against an award must be received by the County Manager within five (5) business days immediately following the award. Where notice of protest against the award is received prior to the entry into the contract for the relevant procurement, and Lewis County has not made a finding that procurement is urgently needed or performance will be unduly delayed or delay will result in undue harm to Lewis County, the execution of the contract will be deferred until the County Manager passes upon the issues presented by the protest.

Where the County Manager decides that the protest lacks merit, the contract may be executed after five (5) business days have elapsed commencing with the first day following the date of the County Manager's decision. The County Manager's decision shall be in written form. Notice of decision shall be served upon all interested parties by certified mail.

2. General Description of Required Performance Outcomes:

2.1 Project Goals

The project includes the removal and disposal of the existing roof, which contains Asbestos Containing Materials (ACM), and roof replacement with a Carlisle fully adhered EPDM roof system.

2.2 Scope of Work

The request for proposal is regarding the Restore NY project that will support the abatement and full roof replacement of the vacant building formerly known as the Lyons Falls Elementary School. Due to the abatement involved in this project, a Clearance Report must be supplied at the conclusion of the contract prior to final payment.

The project will include complete roof removal and roof replacement. Removal of the existing roof shall be conducted under abatement conditions and in compliance with NYS Industrial Code Rule (ICR) 56. New Roof installation shall be conducted in accordance with the NYS Building Code. A certified asbestos abatement contractor will be required to complete the removal and disposal of non-friable asbestos-containing material present in the existing roof system. Refer to the Asbestos, Lead-Based Paint, and PCB Caulking Survey dated June 10, 2019, and the Gap Asbestos Survey dated February 20, 2024 are provided in Appendix I.

Required Forms to be completed have been provided at the end of this document. The Contractor must provide necessary power and water, and the bid shall include transportation fees, NYSDOL notification fees, building-to occupant notice costs, EPA notices, and apply for and obtain all necessary permits for the project. **Note: LEWIS COUNTY WILL BE RESPONSIBLE FOR ALL DISPOSAL TIPPING FEES AT THE RODMAN LANDFILL SITE MANAGED BY DEVELOPMENT AUTHORITY OF THE NORTH COUNTY (DANC).** Therefore, the Contractor shall not include disposal fees in their bid. Additionally, the Contractor shall be responsible for site restoration (damage to the site and/or site cleanup) after completion of the scope of work.

1. ROOF ABATEMENT/REMOVAL:

Removal of the existing roof shall be conducted under abatement conditions and in compliance with NYS Industrial Code Rule (ICR) 56. A certified asbestos abatement contractor will be required to complete the removal and disposal of non-friable asbestos-containing material present in the existing roof system. Refer to the Asbestos, Lead-Based Paint, and PCB Caulking Survey dated June 10, 2019 and the Gap Asbestos Survey dated February 20, 2024 are provided in Appendix I.

Contractor shall remove all existing vent curbs and stacks penetrating the roof. Infill deck openings with plywood provided by Owner noted in Appendix I.

2. ROOF REPLACEMENT:

- a. Contractor shall provide all equipment, materials, and labor necessary to complete the 8000 SF roof replacement defined herein. Scope also includes mobilize, set up, obtaining the proper building permits, and staging.
- b. The new roofing system shall be roughly 8000 square feet (SF) of Carlisle SynTec Fully Adhered EPDM 60mil roofing membrane and system. Contractor shall provide all additional materials, not otherwise listed in Appendix I, to complete the scope of work listed herein. **No alternates will be accepted.**
- c. Contractor must be a Carlisle SynTec Systems Authorized Applicator.
- d. Contractor shall install the following:
 - substrate board to existing wood deck;
 - 40mil self-adhering vapor barrier;
 - insulation and coverboard (set in foam adhesive);
 - EPDM 60mil membrane fully adhered;
 - EPDM flashings at all roof penetrations that remain;
 - Perimeter plywood for termination and/or flashing to the inside face of the parapet. EPDM membrane shall be upturned onto the parapet minimum 8" above roof line.
 - Infill deck openings at removed vents/curbs.
 - Additional accessories or components required by Carlisle SynTec for 20-year warranty.
 - Plywood deck replacement as necessary after roof removals are complete.
- e. Contractor shall provide and install two (2) new light commercial (Jay R. Smith or similar)

roof drains compatible with the Carlisle SynTec system and tie-in with existing drain piping. Contractor shall field verify existing roof drain dimensions prior to execution. Drain locations are marked in Appendix II.

- f. Contractor shall provide and install one (1) new Bilco (or similar) roof hatch, compatible with the Carlisle SynTec roof system. Contractor shall field verify existing hatch dimensions prior to order.
- g. Contractor shall provide and install a new OSHA-compliant stairway below the existing roof hatch to the second floor immediately below. Contractor shall field verify existing stair dimensions prior to execution.
- h. Owner is providing 500 SF of plywood (16 sheets) for local deck replacement as needed. See line 2.2.2.u.
- i. Contractor must provide additional 1-inch layer of polyisocyanurate insulation to achieve a minimum average R-value of R35. The Owner is supplying 2 layers of 2.6-inch polyisocyanurate insulation (R5.7/inch) noted in Appendix I.
- j. **Adhesives are stored at the Lewis County Highway Department, 7361A East Rd, Lowville, NY 13367, in a temperature-controlled environment. The Contractor is responsible for picking up all four (4) 4'x4' pallets of adhesives from the Lewis County Highway Department and delivering them to the Lyons Falls site.**
- k. Provide continuous on-site supervision by personnel knowledgeable and trained in all aspects of asbestos removal and disposal, as well as construction safety.
- l. Provide and maintain environmental protective measures, equipment, and procedures at the work site.
- m. Provide and maintain personnel protective measures, equipment, and procedures at the work site.
- n. Install and remove all temporary containment facilities.
- o. Provide all required temporary utilities necessary to complete the scope of work and remove them after work has been satisfactorily completed.
- p. Remove, replace, and/or repair all existing properties disrupted and/or damaged in the course of this work by the Contractor.
- q. Package, transport, and dispose of all asbestos-containing materials in accordance with all applicable Federal, State, and Local regulations.
- r. Cooperate with the Owner's designated representatives concerning air monitoring and observation of procedures.
- s. Warranty: Provide a **2-year** Contractor (labor) Warranty and a **20-year** Manufacturer's System Warranty.
- t. Contractor shall be responsible for all NYS DOL asbestos project notices, variances/work plans, and additional or applicable permitting.
- u. Unit Price 1: Contractor shall provide unit pricing (per square foot, SF) for additional plywood deck replacement, to be determined on an as-needed basis by the Owner. Assume 3/4"x4'x8' plywood. Quantity will be determined after roof removals are complete.

- v. Unit Price 2: Contractor shall provide unit pricing (per linear foot, LF) for local replacement of structural 2x12 roof joists, to be determined on an as-needed basis by the Owner. Quantity will be determined after roof removals are complete.

Note: The temporarily covered roof area in Appendix II, photos 2 and 3, experienced water leakage in August 2024 and began to sag in September 2024. A structural shoring plan was developed for the roof section by engineering firm Barton & Loguidice, D.P.C. (B&L) in December 2024 and was installed in January 2025. Refer to Appendix I for the B&L Shoring Plan that was implemented.

The bid proposal shall include a timeline to complete the project.

2.3 OPRHP/SHPO Requirements

This project is funded, in part, with Empire State Development (ESD) Restore NY funds and will therefore need to comply with certain preservation efforts. The following conditions must be incorporated into the building improvement or building construction design:

- a. As noted herein, asbestos-containing materials (ACM) that will be disturbed as part of the rehabilitation must be handled and disposed of according to the NYS Department of Labor requirements at 12 NYCRR Part 56.
- b. The existing wood-framed windows shall not be disturbed since the Property contributes to the Lyons Falls National Register-eligible historic district.
- c. The project will have No Adverse Impact on the historic building on the following condition:
Empire State Development (ESD) continues to consult with SHPO about how the windows will be treated.

3. SPECIFIC REQUIREMENTS:

3.1 The Contractor 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 Contractor 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 Contractor. 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 stated 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. The 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.

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

3.7 If awarded, this will be a fixed-price contract, the price you quote in your proposal should include all expenses and be final.

3.8 Performance Bonds: All construction contracts in excess of \$100,000 shall require a performance bond from a Treasury Listed Bonding Company duly incorporated and authorized to do business in the State of New York as a surety to guarantee the satisfactory performance of the Work for the Project for one hundred percent (100%) of the Contract price in a form acceptable to the Owner guaranteeing the Contractor's faithful performance of all terms under such Contract ("Performance Bond"). Contractor shall maintain the Performance Bond until the satisfactory completion of all Work for the Project as evidenced by a Certificate of Completion issued by the Owner or Owner's authorized representative.

4. ELIGIBLE APPLICANTS

4.1 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.

5. PROPOSAL FORMAT

5.1 To be submitted on your own forms, but must include the bid page, the Non-Collusion Form, the Anti-Sexual Harassment Form, the Corporate Attestation Form, and the Iran Divestment Act set forth at the end of this RFP.

6. 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 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 but is not limited to the bidder's commitment to Lewis County, reputation of the contractor, commitment to quality of services, responsiveness, and the proposed work timeline.

6.3 The County reserves the right to accept or reject any and all Proposals and to select proposals for award other than those with the lowest price(s) in consideration of the best value and best interests of the County.

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 Finance and Rules Legislative Committee, the County Manager, the Director of Planning and Community Development, 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.

7. CONTRACT PERIOD:

7.1 It is anticipated, after receiving the notice to proceed from the funding agency, that the contract period will begin upon approval from the Lewis County Board of Legislators, on or about the week of **April 4th, 2025**, and that all work will be completed in a consecutive and timely manner. The estimated timeline shall be submitted as part of this RFP.

8. 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. A detailed description of the proposed services to be provided based on the vendor's recommendation to accomplish the 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, a listing of all personnel involved in the proposal, and years of experience working with New York Main Street Grant (if any) or any other state grants.
5. Proposed compensation plan or fee structure.
6. Description of equipment intended to be used for the project.
7. Project schedule.

8. Proposed budget.
9. Proposers W-9 Form.

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 a corporate entity, and signed Iran Divestment Act form.
- b) Provider must submit their written proposal on their own forms.
- c) One original and two (2) copies of the proposal must be provided. A USB drive with a digital form of the proposal should also be provided.
- d) Read all documents contained in the proposal package.
- e) Proposals must be submitted to:

Cassandra Moser, Clerk of the Board
County Courthouse, 2nd Floor, Room 225
7660 North State Street, Lowville, New York 13367

To be considered, the proposal must be received no later than **10:00 AM on March 12th, 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 / Bidder's Name

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

No Bidder may withdraw their proposal within ninety (90) days after the actual date of opening thereof.

8.3 LATE PROPOSALS:

Proposals received 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:

The Non-Collusion Statement and Sexual Harassment Compliance Statement shall be returned with your proposal.

8.5 PROPOSAL CONTENT:

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

8.6 ADDENDA:

Addenda are written instruments issued by the County prior to the date for receipt of offers that modify or interpret the specification document by addition, deletion, clarification, or

correction. The Addenda will be e-mailed to all who are known by the County to have received a complete set of specification documents. The Addenda will also be posted on the Lewis County website, www.lewiscountyny.gov.

Copies of the addenda will also be made available for inspection at the Purchasing Director's Office located in the County Courthouse Building. No addendum will be issued later than forty-eight (48) hours before the date and time for the receipt of offers, except an addendum withdrawing the RFP, or an 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 the 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 with the list of people who have obtained a copy of this RFP specification 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 the 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 the 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 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 constitutes 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 not claim 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.

9. 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.

10. 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.”

11. 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.

12. 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 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.

13. 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 the Contractor shall not make

a claim for, or be entitled to recover, any sum or sums otherwise due under any contract awarded hereunder.

14. IRANIAN ENERGY SECTOR DIVESTMENT:

14.1 Contractor hereby represents that said Contractor complies 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.

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

BID PROPOSAL PAGE

REQUEST FOR PROPOSAL

No. 2025-101

Former Lyons Falls School Roof Replacement – 6832 McAlpine St, Lyons Falls, NY 13368

Price for all construction tasks:

\$ _____

Per square foot (SF) price for additional plywood deck replacement. Quantity will be determined after roof removals are complete.

\$ _____

Per linear foot (LF) price for local replacement of structural 2x12 roof joists, to be determined on an as-needed basis by the Owner. Quantity will be determined after roof removals are complete.

\$ _____

*The County reserves the right to accept or reject any bids.

Company Name _____

Authorized Signature _____

Date _____

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

SIGNATURE PAGE

REQUEST FOR PROPOSAL

No. 2025-101

Former Lyons Falls School Roof Replacement – 6832 McAlpine St, Lyons Falls, NY 13368

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.

E-mail address

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

NON-COLLUSION FORM

REQUEST FOR PROPOSAL

No. 2025-101

Former Lyons Falls School Roof Replacement – 6832 McAlpine St, Lyons Falls, NY 13368

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. 2025-101

Former Lyons Falls School Roof Replacement – 6832 McAlpine St, Lyons Falls, NY 13368

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. 2025-101

Former Lyons Falls School Roof Replacement – 6832 McAlpine St, Lyons Falls, NY 13368

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. 2025-101

Former Lyons Falls School Roof Replacement – 6832 McAlpine St, Lyons Falls, NY 13368

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. 2025-101

Former Lyons Falls School Roof Replacement – 6832 McAlpine St, Lyons Falls, NY 13368

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(s) is/are issued.**

NON-BIDDER'S RESPONSE

To maintain accurate Bidder Lists and facilitate 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 the invitation for proposals. 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 the removal of your firm's name from our Bidder's lists. Thank you for your cooperation.

We are not submitting a proposal for the following reason(s)

☐ Items or materials requested are 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 the preparation of the 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: _____

Appendix I

Technical Exhibits

Appendix II

Representative Photos