## **PURCHASING**



P: 315-376-5144

#### **Brian Hanno**

Director

brianhanno@lewiscounty.ny.gov

# REQUEST FOR PROPOSAL

NO. 2025-103

#### LEWIS COUNTY COMPOSTING PILOT PROJECT

Date: March 31, 2025

To Whom It May Concern:

Lewis County is seeking proposals from qualified vendors to provide food waste composting services. The goal is to establish a sustainable and efficient program to manage and divert food waste from landfills through composting processes. This RFP outlines the required services, submission guidelines, and evaluation criteria for interested service providers.

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 **2:00 p.m. on April 18<sup>th</sup>**, **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.

Sincerely,

Brian Hanno

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Lewis County Purchasing Director

## 1. Introduction

## 1.1 Purpose/Objective

Lewis County is seeking proposals from qualified composting contractors to implement and manage a food scrap collection pilot program that will engage 50–100 residents and Lewis County General Hospital (LCGH). The primary goals of the pilot are to divert food scraps from landfills, educate the community on the benefits of composting, and generate high-quality compost for reuse.

In addition to managing the pilot, the contractor will be responsible for completing and providing documentation for all applicable Climate Smart Communities (CSC) Organics actions to ensure Lewis County maintains its Bronze certification.

The overarching objective of this project is to establish a scalable framework that can be expanded across the County to further enhance sustainable waste management practices.

More information is described in sections 2.1.

The County intends to open the bid responses to this RFP on **Friday**, **April 18**<sup>th</sup>, **2025**, **at 2:00 p.m.**, and to select a qualified firm, if any.

## 1.2 Inquiries

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

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

The County does not require MWBE certification for this bid proposal, 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.

## 2. General Description or Required Performance Outcomes:

## 2.1 Project Overview

The selected vendor will assist in the collection, transportation, and composting of food waste generated at the Lewis County Health System's main campus and up to 100 Residential locations within 3 square miles of the Hospital.

## 2.2 Scope of Services

Lewis County will provide the appropriate containers as part of the awarded grant. This is to include up to 200 5-gallon pails and 2- 96-gallon containers. The selected contractor will provide the following services while aligning with all relevant state and local environmental regulations and providing customer support to assist with any issues related to participating in the compost pilot program:

#### **Task 1: Education and Outreach Campaign**

The contractor will develop and implement a comprehensive education and outreach campaign to inform the community about the benefits of composting and encourage participation in the pilot program. Participation will be limited to the Lewis County General Hospital (LCGH) and residents within 3 miles of LCGH.

#### Subtasks Include:

- Pre-Pilot Outreach
  - Conduct community outreach through informational sessions (virtual or inperson).
  - Promote the pilot program through flyers, mailings, press releases, social media, and local events.
  - Develop digital and print content to educate the public on the benefits of composting participating in the pilot program.

#### Ongoing Engagement

- o Provide resources, updates, and tips throughout the pilot to ensure participant engagement and compliance.
- Offer periodic check-ins with participants to address questions and gather feedback.

#### Post-Pilot Planning:

- Share pilot outcomes and key findings with participants and the broader community.
- Highlight opportunities for future program expansion and gather input on proposed next steps.

**Deliverables:** Promotional materials (flyers, press releases, social media content) | Summary report of educational sessions with attendance records | Finalized summary highlighting pilot outcomes and community feedback.

#### Task 2: Designate Food Scrap Collection and Pick-Up Schedule

The contractor will coordinate and manage weekly pickups of food scraps from pilot participants, including:

- 5 gallons from 50–100 residential participants within a 3-mile radius of Lewis County General Hospital
- 96 gallons from Lewis County General Hospital

#### Subtasks Include:

- Establish a consistent collection schedule for all pilot participants.
- Provide clean buckets or bins after each collection to maintain sanitation.
- Weigh and track the volume of food scraps diverted from landfills before depositing materials into the composter.
- Analyze and report on the volume and composition of collected organic waste.

**Deliverables:** Collection schedule for pilot participants | Bi-weekly pickup reports documenting volume and weight of diverted food scraps | Monthly data summaries tracking participant retention and waste diversion | Final pilot evaluation with waste analysis and recommendations for scaling up.

#### Task 3: NYS Climate Smart Communities (CSC) Organics Action Documentation

The contractor will provide the necessary documentation to complete and submit actions related to organics management for Lewis County's CSC Bronze Certification renewal.

- CSC Actions:
  - o Organics Management Plan
  - o Organic Waste Program for Government Buildings
  - o Waste Reduction Education Campaign
  - o Compost Bins for Residents
  - o Residential Organic Waste Program

#### **Optional Subtask:**

- Establish a CSC Organics Working Group:
  - o Form a working group of community organizations and stakeholders to collaborate on implementing and overseeing CSC organics actions.
  - Convene regular meetings to track progress, share insights, and refine implementation strategies.

**Deliverables:** Documentation for all applicable CSC actions.

## 3. SPECIFIC REQUIREMENTS:

- 3.1 The Vendor 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 Vendor agrees to indemnify the County and hold the Country 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 Vendor 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 Vendor 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. Vendor agrees to name the County as an additional primary insured.

- 3.4 The Vendor 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 Vendor and/or equipment or materials used by the Vendor, or any other person performing services pursuant to a subsequent agreement. The Vendor 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 Vendor, the Vendor's employees, or any other person performing services pursuant to a subsequent agreement.
- 3.5 The Vendor 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 This contract may be terminated or suspended by Lewis County if the Vendor 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 Vendor is willfully violating any of the conditions of the contract or executing same in bad faith; or that, the Vendor has failed to promote work in a diligent manner.

## 4. ELIGIBLE APPLICANTS

- 4.1 To be considered for this project, vendors must meet the following minimum qualifications:
  - **Experience**: Experience in providing composting services, particularly in food waste management.
  - **Certification**: Vendor must hold relevant certifications (e.g., state-approved composting facility certifications, environmental sustainability certifications).
  - **References**: Provide at least three (3) references from similar organizations or projects.
  - **Capacity**: Ability to handle the projected volume of food waste and scale the services as needed.
  - **Compliance**: Compliant with all local, state, and federal regulations regarding composting and waste management.

## 5. PROPOSAL FORMAT

5.1 Interested vendors should submit a detailed proposal that includes the following:

- 1. **Company Overview**: A description of the company, including size, experience, and areas of expertise.
- 2. Proposed Solution: Detailed description of the food waste composting solution,

- including collection methods, composting process, transportation details, and reporting systems.
- 3. **Pricing**: A breakdown of pricing for the proposed services, including any setup fees, ongoing fees (per ton or per pickup), and any additional costs.
- 4. **References**: Three (3) references from similar projects or clients.
- 5. **Sustainability Practices**: A summary of the environmental sustainability practices followed by the vendor.
- 6. **Timeline**: A proposed timeline for the implementation of the composting services, including start dates and key milestones.
- 7. **Certifications and Licenses**: Copies of relevant certifications, licenses, and insurance.

Vendor must include the signature page, the non-collusion form, anti-sexual harassment form, corporate attestation form, and 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 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 Finance and Rules Legislative Committee, County Manager, Director of Planning, 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 The intent of the county is to award this contract on May 6, 2025, and to have the program run through May 31, 2026.

## 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. Essential information about the company providing the service including the correct and full legal name of the business and tax identification number.
- 4. All Required Forms

#### 8.2 PROPOSAL REQUIREMENTS:

- a) Proposals must be accompanied by a Signed Signature Page. 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 one (1) copy 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 **2:00 PM on Friday, April 18<sup>th</sup>, 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.

#### **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, <a href="www.lewiscountyny.gov">www.lewiscountyny.gov</a>. 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.

#### 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. 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 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. All invoices must be itemized 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.

#### 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 Contractor shall not make 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 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.

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

## SIGNATURE PAGE

REQUEST FOR PROPOSAL No. 2025-103 Materials Organics Management Compost Project

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 Na	nme
City/State/Zip		Title	
Date	Telephone No.		Fax No.
 E-mail address			<u> </u>

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

## NON-COLLUSION FORM

REQUEST FOR PROPOSAL No. 2025-103 Materials Organics Management Compost Project

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.
- 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
- 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/co	orporation	Authorized Signature	
Address		Typed Name	
City/State/Zip		Title	
 Date	Telephone No.	F	ax No.

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

## AFFIRMATION STATEMENT ON SEXUAL HARASSMENT

REQUEST FOR PROPOSAL

No. 2025-103

Materials Organics Management Compost Project

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 bide 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. 2025-103 Materials Organics Management Compost Project

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.		-ax No.

#### YOU MUST RETURN THIS SHEET WITH YOUR BID

# CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

REQUEST FOR PROPOSAL No. 2025-103 Materials Organics Management Compost Project

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 ACKOWLEDGMENT

Materials Organics Management Compost Project ADDENDUM ACKNOWLEDGEMENT		
ADDENDUM NO		
Please acknowledge the receipt of the above ADDENDUM issu by signature and recording the date of receipt below.	ed by the County of Lewis,	
Bidder:		
Authorized Signatory:	Date:	
**NOTE: This form must be included in your bid documents if ar	ny 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 in 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	ng to this invitation for bid for the f	ollowing reason(s)
Items or mate	erials requested not manufactured l	by us or not available to our
company.		
Our items or r	materials do not meet specification	S.
Specification	s not clearly understood or applica	ble (too vague, too rigid, etc.)
Quantities to	o small.	
Insufficient ti	me allowed for preparation of bid.	
Incorrect add	ress used. Correct mailing address	is:
Our branch/di	ivision handles this type of bid.	
Correct name and ma	ailing address is:	
	e to bid but would like to continue t	
	e to bid and wish to be removed fro	m the Bidder's list.
Name Of Firm:		_
Mailing Address:		_
City/State/Zip Code		_
BY:		_
	Signature of Representative	
DATE:		_
Document Number:_	Document Na	ame: