

REQUEST FOR PROPOSAL

NO. 2025-114

LEWIS COUNTY COMPREHENSIVE PLAN UPDATE

Date: August 25, 2025

To Whom It May Concern:

Lewis County is soliciting proposals from qualified and experienced firms to update its Comprehensive Plan.

All proposals 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 AM and 4:30 PM, Monday through Friday.

All proposals must be received on or before **10:00 AM on October 6th, 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.

Sincerely,



Brian Hanno
Lewis County Purchasing Director

1. Introduction

1.1 Purpose/Objective

Lewis County is soliciting proposals from qualified and experienced firms to update its 2009 Comprehensive Plan pursuant to General Municipal Law §239-D. The Countywide Smart Growth Comprehensive Plan will establish the objectives that the County wants to achieve, and will guide future sustainable growth within the region, enhance the local identity, and protect natural and cultural local resources.

The Countywide Comprehensive Plan must address the following Smart Growth principles, in addition to the elements suggested by the New York State statutes:

1. Develop plans and land use regulations that allow for and encourage mixed-use neighborhoods.
2. Enable a diverse mix of housing types that provide opportunities and choice for all.
3. Prioritize infill and redevelopment of existing buildings to revitalize neighborhoods and downtown areas, including areas around public transit.
4. Provide well-planned, equitable, and accessible public spaces.
5. Encourage compact neighborhood design and concentrated development around existing infrastructure.
6. Preserve open space, agricultural resources, and natural resources.
7. Prioritize transportation options such as walking, cycling, and public transportation.
8. Promote climate resiliency and adaptation, preferably through nature-based solutions, and reduce greenhouse gas emissions.
9. Build on unique traits to create an attractive and welcoming community with a strong sense of place.
10. Engage in an inclusive, collaborative public planning process that considers the needs and character of the community.

More information is described in section 2.1.

The County intends to open the bid responses to this RFP on **Monday, October 6th, 2025, at 10:AM** 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:

Lewis County is committed to fostering diversity and inclusion within our projects. For this specific project, we aim to achieve a minimum of 30% MWBE; 15% participation from Women-Owned Businesses (WBE), and 15% participation from Minority-Owned Businesses

(MBE). All interested vendors are required to submit proposals that demonstrate MWBE inclusion. Proposals should clearly outline the proposed participation percentage from both WBE and MBE firms, and completion of the attached Form D – M/WBE Utilization Plan is required as part of any submitted proposal. Certified SDVOBs are strongly encouraged to submit a proposal.

1.4 Taxes

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

All 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 NYS Department of Labor (DOL) under Labor Law Section 220-i.

2. GENERAL DESCRIPTION/REQUIRED PERFORMANCE OUTCOMES

2.1 Scope of Work

Task 1: Comprehensive Plan Committee Meetings

The Comprehensive Plan Committee will meet on a regular basis during the planning process to advance the preparation, review, and approval of the Countywide Comprehensive Plan, and to organize and conduct community participation events as appropriate.

During the first meeting, the Comprehensive Plan Committee will review project requirements and roles and responsibilities, transfer necessary information to the project team, and identify new information needs and next steps. The Comprehensive Plan Committee or the project team will prepare and distribute a brief meeting summary clearly indicating the understandings reached at the meeting.

All subsequent meetings will advance the preparation of the Countywide Comprehensive Plan and assess the evolution of the project, the new information needed, changes in roles and responsibilities, and next steps.

Products: Meeting summaries for each Comprehensive Plan Committee meeting outlining what has been discussed.

Task 2: Community Participation Plan

Prepare a Community Participation Plan describing the public outreach and participation efforts that will be conducted during the development of the County's Comprehensive Plan, pursuant to the local and State statutes. The Community Participation Plan should include, at minimum, the following elements tailored to be most applicable to the county:

- Two or more public workshops/open houses (one to solicit input on existing resources, community character, future growth, and other issues; one to develop recommendations to address community issues, challenges, and opportunities)
- One or more public hearing(s)
- One or more community survey(s)
- Interviews with local stakeholder focus groups
- Overall outreach and engagement strategy
- Efforts to ensure accessibility and outreach to frequently underrepresented populations, including lower-income residents, youth, immigrants, and minorities
- Roles and responsibilities of individuals, organizations, and entities involved engagement
- Proposed schedule for implementation
- A dedicated website with links to announcements, materials, and input opportunities
- Partnering with local agencies and organizations like the Lewis County DSS, The Arc, Office for the Aging, and VFW
- Pop-up events at popular community gatherings such as Food Truck Fridays and the Lewis County Fair, alongside collaborations with municipal officials at local events

All public outreach and participation efforts will be publicized in the community through press releases, announcements, digital media, individual mailings, or other appropriate means as determined by the Contractor, Comprehensive Plan Committee, DOS project manager, and the project team. Such means should be identified within the Community Participation Plan.

Public access must be provided to each public meeting or workshop. Meetings and public engagement sessions should be scheduled at times that are convenient to underrepresented communities (e.g., at night or on weekends instead of during the day) and at locations that are ADA accessible. Meetings shall be advertised with generous advance notice to garner maximum publicity, awareness, and participation.

Products: Draft and final Community Participation Plan to be implemented throughout the planning process.

Task 3: Community Survey

Develop a relevant community survey to identify and gather input on current local conditions and issues. The survey should be made available to the public in hard copy and online. A draft survey should be provided to DOS for review prior to publication of the survey. Following the completion of the survey, develop a summary of results and analysis.

Products: Draft and final Community Survey, Summary of survey responses and analysis

Task 4: Community Profile

Draft a Community Profile for the county consisting of an inventory and analysis of existing conditions and trends, including narratives, maps, and relevant data. The inventory will be used to assist in the identification of local issues and potential opportunities. The analysis will be conducted from a Smart Growth perspective and provide a basis for recommendations to address community issues, challenges, and opportunities. The inventory and analysis of existing conditions and trends may include the following subjects at a minimum:

- History of the county
- Assessments of recent plans and process
- Demographic characteristics (population and growth trends, age distribution, average household size, ethnic composition, average household income, social diversity and integration, and other demographic trends)
- Local and regional economic characteristics (unemployment rates and trends, work force characterization, dominant business sector type, major employers and industries, sales tax information, property tax rates, economic trends and jobs range)
- Housing characteristics (the age, type, and condition of structures, type of occupancy - renters versus owners, vacancy rates, length of residency, the extent and availability of low-income housing throughout the county and in identified neighborhoods, assessment of housing opportunities and choices, housing trends and access to jobs and other necessities)
- Land use characteristics
- Consideration of cumulative impacts of development trends on county natural, agricultural, and other resources
- Status of zoning and other relevant local land use laws and development controls across municipalities in the county
- Vacant and underutilized properties, including parking lots, abandoned structures, or potential or existing brownfields
- Agricultural and forest lands, uses, characteristics, and districts
- Infrastructure and public utilities extent, capacity, age, and maintenance (i.e., drinking water supply, sewage disposal, solid waste disposal, stormwater management and green infrastructure, communications, gas and electricity)
- Transportation systems, (mobility and circulation characteristics, pedestrian and cyclist conditions, connectivity with areas outside jurisdictional lines, distance to jobs, associated impacts such as greenhouse gas emissions)

- Natural resources and climate (air quality, watercourses, wetlands, floodplains, aquifers, forests/tree cover, steep slopes, soil types, and rare plant and animal habitats, precipitations, winds, temperatures, etc.)
- Risk assessment for extreme weather events (flooding, erosion hazards, high and low temperatures, drought, fire) and local resiliency with corresponding maps
- Health and emergency services and facilities
- Parks and public spaces (recreation facilities, range of passive and active recreation, capacity and maintenance, accessibility, waterfront resources, etc.)
- Historic, cultural, and scenic resources
- Fiscal resources of the county

The Lewis County Comprehensive Plan will also include the following more targeted analyses:

- Economic Conditions Analysis
 - The consultant will conduct an analysis focused on local and regional economic characteristics. This will include, but is not limited to, unemployment rates and trends, workforce characteristics, dominant business sectors, major employers and industries, sales tax information, property tax rates, and current and projected economic and employment trends. Findings from this analysis will inform a set of county-wide economic development recommendations.
- Energy Generation Audit
 - The consultant will complete an inventory and analysis of energy demand and current energy generation within Lewis County.
 - Energy Use and Demand: Using data from National Grid, the consultant will develop an overview of existing energy use and demand, with data broken out by building type (commercial, residential, and industrial).
 - Energy Generation Profile: The consultant will collect information on all current generation facilities, including location, ownership, capacity, interconnection details, and estimated production values. This profile will be benchmarked against similar counties in the region. Abandoned power-generating facilities will also be noted for potential reuse.
 - Transmission and Distribution Infrastructure: The consultant will review existing infrastructure, mapping major transmission lines and distribution networks in relation to population density and generating assets. This analysis will quantify the county's electric infrastructure, and the amount of electricity imported and exported for downstate use.
- Lewis County General Hospital: Preliminary Facilities Assessment Report
 - The Comprehensive Plan will include an initial assessment of Lewis County General Hospital's facilities to identify potential areas for improvement, future needs, and opportunities for growth. This assessment will be based on available

data provided by the hospital and County, supplemented by desktop research. Key elements will include:

- Building Conditions: Age, condition, and structural integrity of hospital buildings, including known issues and potential safety hazards.
- Space Utilization: Current use of space within each building to identify areas of underutilization or overcrowding.
- Systems and Equipment: Age, condition, functionality, and capacity of critical systems such as HVAC, electrical, plumbing, medical gas, and fire protection, with identification of deficiencies and needed improvements.
- Service Gaps: Known unmet needs for specific healthcare services in the County

Findings derived from this analysis will directly inform and guide updates to the hospital's strategic plan, facilitating continued delivery of high-quality care to the community for the foreseeable future. Recommendations stemming from this assessment will be integrated into the Comprehensive Plan's dedicated recommendations section, contributing to the strategic roadmap for the Hospital's future.

Products:

- Draft and final County Profile, including a comprehensive inventory and analysis in the form of relevant data, narrative, maps, and grants, along with targeted analyses identified above.

Task 5: Community Workshop(s)

Conduct at least two public workshops to solicit input on existing resources, community characteristics, future growth, and other topics; inform the public about the findings of the planning process; present a clear assessment of how Smart Growth policies are being integrated into the Countywide Comprehensive Plan; and develop recommendations to address community issues, challenges, and opportunities.

Each workshop shall be advertised with generous advance notice to garner maximum publicity, awareness, and participation. The site of the workshop(s) must be accessible to the public.

Products: Published announcements and fliers, Draft and final materials prepared for each public workshop, Summary of the results/feedback received.

Task 6: Draft Countywide Comprehensive Plan

Smart Growth principles and establish a long-term strategy for future growth and protection of resources. The draft plan may include but is not limited to the following:

- A comprehensive analysis of the county that integrates the findings of the community profile outlined above, public input and professional planning assessments. The analysis should incorporate discussion of key community characteristics in light of Smart Growth principles.
- A complete set of goals for the immediate and long-range enhancement of the county,

with specific recommendations and strategies informed by community profile, public input, and professional planning assessments, complete with details such as responsible parties, proposed timelines, and potential funding sources. Each SmGrowth principle shall be addressed by strategies within this section.

Products: Draft Countywide Comprehensive Plan, including relevant data, narrative, maps, and graphics. Completed Smart Growth checklist form, provided by the Department of State, identifying how and where Smart Growth principles are addressed within the plan.

Task 7: Presentation & Review by County Board of Legislators (BOL)

Present at a BOL Committee Meeting as well as submit the draft Countywide Comprehensive to the BOL for review, comments, and recommendations. The comments received shall be addressed before the initiation of the SEQRA compliance process.

The comments and recommendations prepared by the Board of Legislators shall be addressed and incorporated into the final plan prior to making the draft available for public review.

Products: Comments and recommendations received from the BOL and associated revisions

Task 8: Environmental Quality Review

Preparation of a Smart Growth Comprehensive Plan funded through the Smart Growth Community Planning Program should comply with the State Environmental Quality Review Act (SEQRA). The BOL is the Lead Agency for purposes of SEQRA. The Lead Agency shall undertake a SEQRA review according to 6 NYCRR Part 617 State Environmental Quality Review.

Products: Completed SEQRA Documentation

Task 9: Agricultural Review and Coordination

Countywide Comprehensive Plans are subject to the provisions of article twenty-five-AA of the agriculture and markets law. The Comprehensive Plan Committee and the project team must take into consideration applicable county agricultural and farmland protection plans as created under article twenty-five-AAA of the agricultural and markets law.

Products: Consideration given to agricultural review and coordination during the development of the Countywide Comprehensive Plan

Task 10: Final Draft Countywide Comprehensive Plan

Address all comments and recommendations received from the public and involved local, regional and State agencies and incorporate into the final draft Countywide Comprehensive Plan. Schedule a public hearing and the local adoption of the plan.

The final draft Countywide Comprehensive Plan and the date of the public hearing and local adoption of the plan shall be submitted to Department.

Products: Final draft of Countywide Comprehensive Plan ready for local adoption

Task 11: Public Hearing and Local Adoption

Conduct a public hearing prior to the adoption of the Countywide Comprehensive Plan. Notice of the public hearing shall be published in a newspaper of general circulation in the community at least ten calendar days in advance of the hearing. The draft Countywide Comprehensive Plan shall be made available for public review during said period at the office of the county clerk and shall be posted on the county website. The public hearing may also be publicized in the community through press releases, announcements, individual mailings, and any other appropriate means. The adopted county comprehensive plan and any amendments thereto shall be filed in the office of the county clerk and a copy thereof filed in the office of the county planning board, with the secretary of state, as well as with the clerk of each municipality within the county.

Products: Minutes from the public hearing(s) and record of decision, Final adopted Countywide Comprehensive Plan, Final Smart Growth checklist form, provided by Department of State, identifying how and where Smart Growth principles are addressed within the plan.

Task 12: MWBE Reporting

Comply with MWBE Reporting Requirements by completing the following actions:

- Submit Form D – MWBE Utilization Plan to indicate any state-certified MWBE firms selected to work on this contract. Form D must be updated and submitted to the Department whenever changes to the selected MWBE firms occur (addition or removal)
- Record payments to MWBE contractors using DOS funds through the New York State Contract System (NYSCS).

Products: Ongoing reporting through NYSCS during the life of the contract, Form D submitted as necessary to reflect updated MWBE subcontractors

Task 13: Project Status Reports

Submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to the Department during the life of the contract.

3. SPECIFIC REQUIREMENTS:

3.1 The Consultant agrees to provide services to the County as an independent consultant 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 Consultant, and any employees of the selected Firm. The Consultant 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 consultant to satisfy its obligations as states herein.

3.2 The Consultant 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 Consultant 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. Consultant agrees to name the County as an additional primary insured.

3.4 The Consultant 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 Consultant and/or equipment or materials used by the Consultant, or any other person performing services pursuant to a subsequent agreement. The Consultant 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 Consultant, the Consultant's employees, or any other person performing services pursuant to a subsequent agreement.

3.5 The Consultant 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 Consultant 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 Consultant is willfully violating any of the conditions of the contract or executing same in bad faith; or that, the Consultant has failed to promote work in a diligent manner.

4. ELIGIBLE APPLICANTS

4.1 To be considered for this project, Firms must demonstrate their ability to complete a comprehensive plan and past references of similar plans and projects.

5. PROPOSAL FORMAT

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

- Company overview and statement of qualifications
- Detailed work plan with description of proposed methods, public engagement, project timeline and deliverables
- Resumes of key personnel
- Cost Proposal with itemized budget and hourly rates and expenses
- Proof of insurance
- Three professional references

Consultant must include the MWBE Form D pages, 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 consultant(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”.

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 consultant, 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 Consultant and the Award Committee.

Scoring Criteria:

- Project Understanding & Approach (25%)
- Relevant Experience (20%)
- Public Engagement Strategy (15%)

- Team Qualifications (15)
- Work Plan & Timeline (10%)
- Cost Proposal (10%)
- Value Added-Services (5%)

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 Buildings and Grounds, 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 Consultants 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 November 4, 2025, and to have the primary project work completed within approximately 18 months. The contract term will allow additional time beyond project completion for closeout activities, final presentations, and any required administrative actions.

8. GENERAL INFORMATION:

8.1 PROPOSALS MUST INCLUDE THE FOLLOWING:

- Name, Address, Contact Person
- Telephone/Fax Number/E-mail Address.
- Essential information about the company providing the service, including the correct and full legal name of the business and tax identification number
- All Required Forms

8.2 PROPOSAL REQUIREMENTS:

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.

Provider must submit their written proposal on their own forms.

One original copy of proposal and **One Digital Copy**

Read all documents contained in the proposal package.

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 Monday, October 6th, 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 Consultant.

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

8.4 NON-COLLUSION STATEMENT; SEXUAL HARASSMENT POLICY STATEMENT:

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

8.5 PROPOSAL CONTENT:

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

8.6 ADDENDA:

Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction. Addenda will be e-mailed to all who are known by the County to have received a complete set of specification documents. Addenda will also be posted on the Lewis County website, www.lewiscountyny.gov. Copies of addenda will also be made available for

inspection at Purchasing Director's Office located in the County Courthouse Building. No addendum will be issued later than forty-eight (48) hours prior to the date and time for the receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

8.7 PROPOSAL RECEIPT BY A THIRD PARTY:

Any Consultant 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 Consultants 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 Consultants 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 Consultant claims and invoices in accordance with Lewis County accounting/payment practices.

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 Consultant 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 Consultant hereby represents that said Consultant is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Consultant 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 Consultant 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 Consultant 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.

FORM D
M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Federal Identification No.:

Address:

Project/Contract No.:

City, State, Zip Code:

Telephone No.:

M/WBE Goals in the Contract: MBE % WBE %

Region/Location of Work:

| 1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No. | 2. Classification | 3. Federal ID No. | 4. Detailed Description of Work (Attach additional sheets, if necessary) | 5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract. |
|--|--|-------------------|---|---|
| A. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| B. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| C. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| D. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| E. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| F. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |

| | | | | |
|-----------|--|--|--|--|
| G. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| H. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |
| I. | NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE | | | |

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

| | | | |
|--|--|--|-----------------------|
| PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT. | TELEPHONE NO.: | | EMAIL ADDRESS: |
| | FOR M/WBE USE ONLY | | |
| | REVIEWED BY: | | DATE: |
| | UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: Contract No.: Project No. (if applicable): Contract Award Date: Estimated Date of Completion: Amount Obligated Under the Contract: Description of Work: NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ | | |

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

SIGNATURE PAGE

REQUEST FOR PROPOSAL
No. 2025-114
Comprehensive Plan Update

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 Consultant 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. 2025-114

Comprehensive Plan Update

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. 2025-114
Comprehensive Plan Update

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. 2025-114
Comprehensive Plan Update

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. 2025-114

Comprehensive Plan Update

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. 2025-114
Comprehensive Plan Update

ADDENDUM ACKNOWLEDGEMENT

ADDENDUM NO.

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

Bidder:

Authorized Signatory: _____

Date:

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

NON-BIDDER'S RESPONSE

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

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

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

☐ Our items or materials do not meet specifications.

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

☐ Quantities too small.

☐ Insufficient time allowed for preparation of bid.

☐ Incorrect address used. Correct mailing address is:

☐ Our branch/division handles this type of bid.

Correct name and mailing address is:

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

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

Name Of Firm:

Mailing Address:

City/State/Zip Code

BY:

Signature of Representative

DATE:

Document Number:

Document Name:
