

February 5, 2026

Notice to Bidders

In accordance with Section 103 of General Municipal Law, State of New York, Lewis County (herein called the County) invites the submission of sealed bids for:

BID #26-02 Hot Asphalt

Bids will be received by the County until **(Tuesday, March 10, 2026, 10:00 AM EST)** at the office of the Clerk of the Board, 7660 North State Street, Lowville, New York 13367 where they will be publicly opened in the Board Chambers on the Second Floor. Bids may not be submitted via fax or email, and all bids submitted must remain valid for up to thirty (30) days from the date of the bid opening. No bids will be considered if received after the due date and time and the Purchasing Department shall assume no responsibility for the premature opening of any bid not properly addressed and identified.

Copies of this bid may be examined, and copies obtained at the County Purchasing Department. The County reserves the right to reject any and all bids received.

All bid specifications and requirements can be found starting on page 9 of this document.

All questions regarding this bid should be submitted in writing (mail, fax, or email) to the County Purchasing Department.

Sincerely,



Brian Hanno
Lewis County Purchasing Director
7660 North State Street
Lowville, NY 13367

7660 North State Street • Lowville, NY 13367 • 315-377-2000 • lewiscountyny.gov

INSTRUCTIONS TO BIDDERS HOT ASPHALT

1. Bids shall be submitted in a sealed envelope plainly marked "BIDS ON HOT MIX ASPHALT."
2. All bids must be submitted on forms provided by this office. All bids must be submitted with a certificate of non-collusion and the signature page, which must be properly signed and dated.
3. **Cooperative Bidding**- It is understood and agreed that in addition to the County of Lewis, other County agencies as well as Municipalities and School Districts throughout New York State may also "piggyback" off this contract and enter into its own contract with the successful Bidder.

Lewis County reserves the right to allow all municipal and not for profit organizations and School Districts authorized under General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of the contract to a Municipality or School is at the discretion of the Vendor and the Vendor is only bound to any contract between the County of Lewis and the Vendor

No officer, board or agency of a county, town, village, or school district shall make any purchase through a County contract unless such purchase is made based on the same terms, conditions, and specifications as the County's contract award.

4. Proposals that contain any omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind may be rejected as informal.
5. Prices bid herein shall remain in effect for one year and there after until 30 days after receipt of written notice of supplier's intent to cancel or until public notice is published by the County Superintendent for the receipt of new bids for items mentioned herein, but in no event shall said contract extend for more than 3 years.
6. Determination of low material price will be made by using a factor of 30 cents per ton mile, from the plant to the jobsite using the closest feasible route, added to the per ton bid price.

7. The right is reserved to purchase that type (or types) of Bituminous Materials which, in the judgment of the purchaser, is best suited for his particular requirements.
8. On all purchases of materials which are to be furnished and applied, the vendor shall furnish:
 - a. Public Liability Insurance Policy in the amount of One Million Dollars (\$1,000,000.00) for an individual claim and an amount not less than One Million dollars (\$1,000,000.00) for aggregate claims and One Million Dollars (\$1,000,000.00) for property damage. All said insurance policies shall name the purchaser as the Primary & Non-Contributory Additional Insured including Completed Operations for General & Umbrella Liability as required by written contract. Project: (). Said policies of insurance shall contain the following clause:

“In the event of any material alteration or cancellation of this policy, at least 5 day’s notice thereof shall be given to the County Superintendent of Highways at his office.
 - b. Vendor shall also furnish the purchaser with Certification of Insurance indicating he is covered by Workman’s Compensation.
 - c. All policies of insurance, together with endorsements there on, must contain autograph counter signatures.
9. The bidder shall conform on Section 220 of the New York State Prevailing Wage Rates for Lewis County as provided by the New York State Department of Labor. The supplier shall maintain appropriate payroll records on each employee and file a certified payroll weekly. Each payroll record must be affirmed as true under the penalties of perjury which means a Notarized signature to that effect. If during the period of the contract the low bidder is cited by the NYS Department of Labor for a willful violation of the laws and regulations applicable to the bidding process, pricing policies, or in any way applicable to the services or supplies rendered pursuant to this contract, the County shall have the option to deem the bidder as irresponsible and any other work will be awarded to the next low bidder and the original low bidder will be charged for the difference in bid prices.
10. The bidder shall comply with current NYSDOT Group Specifications for Commodity Group 31502 – Bituminous Concrete.
11. All asphalt materials shall meet New York State Department of Transportation Standard Specification, dated **January 1, 2022**, as amended. Specifications for County items are on file at the County Superintendents office. All materials supplied shall be tested, inspected and approved for use by the supplier. Test

results shall be maintained on file at the source for a minimum of two (2) years available to County Superintendent for review.

12. Lewis County will contract with a State certified Testing laboratory to ensure that all materials and workmanship comply with State Specifications
13. If County-owned or controlled trucks and equipment are delayed for more than forty minutes at the contractor's plant or at the job site, then the contractor shall be required to pay to the County the agreed upon liquidated damages of \$75.00 per truck for each delay. The liquidated damages herein prescribed are established as a reasonable approximation at the time of the letting of the contract of the damages which the County will sustain as a result of the failure to timely use of its' trucks and equipment, said sum, in view of the difficulty of accurately ascertaining the loss which the County will suffer by reason said delay, is hereby fixed and agreed upon by the parties hereto as the liquidated damages that will be suffered by reason of such delay and not as a penalty. The County will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages and in case the amount of liquidated damages suffered, the contractor shall be liable to pay the difference upon demand by the County.
14. The bidder shall maintain offices at his location and have a dispatcher on duty from 7:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays. The asphalt concrete plant must have scales capable of accurately determining quantities for this contract and the scales must be tested and certified by the local County Sealer of Weights and Measures, as required by NYSDOT Group Specifications for Commodity Group 31502 – Bituminous Concrete
15. When materials furnished do not conform to these specifications or are deemed unsatisfactory by the County Superintendent of Highways, payment due will be withheld and the contractor will be charged for any damage involved. The supplier shall provide the Lewis County Highway Superintendent with certified copies of test results of all asphalt concrete shipped to the Lewis County Highway Department. The supplier shall provide the Lewis County Highway Superintendent with certified copies of test results of each aggregate pile sampled and extraction results of mixes on a daily basis, or as directed.
16. The supplier shall own, operate, and maintain a working laboratory. The laboratory shall be equipped
 - a) with all equipment necessary to perform all specified tests on any asphalt sample.

In additions the Superintendent of Highways may have samples by a certified

independent testing lab. Such laboratory tests shall be made at the expense of the bidder. Such requests will be at the discretion of the Superintendent of Highways or his designee, but shall not exceed one (1) tested sample per delivered load of emulsion. The Superintendent of Highways shall determine who shall deliver samples to the testing laboratory. Failure to meet appropriate specification (NYSDOT & ASTM) may be grounds for rejection and non-payment for the delivered materials. In any case, payment, by the County Highway Department for any materials delivered shall not be construed as acceptance thereof.

17. The successful bidder shall employ experienced labor and shall furnish material and equipment for safe and proper operation. All work and operations called on the part of the successful bidder shall be performed in a first class workman like manner, and in accordance with the best usage's of the trade.
18. All materials shall be placed under the direction and supervision of the County Superintendent of Highways or some person authorized by him to direct and superintend same.
19. Each load delivered shall have a printed, numbered delivery ticket meeting NYSOGS Commodity Group 31502 specifications showing date, road name or project, product type, temperature, and grade of product. Each ticket must be signed by bidder's driver and the Superintendent of Highways or his representative.
20. All equipment used by the bidder for the fulfillment of this contract shall be owned and operated by the bidder and shall be modern equipment and in proper repair and sufficiently well maintained at all times to produce satisfactory work. The equipment to be used shall be inspected by the County Highway Superintendent before this bid will be awarded.
21. Failure of the contractor to supply materials within a reasonable time frame when and as needed or as directed by the Superintendent of Highways shall be deemed a declaration on the part of the contractor that he does not intend to perform his contract and the County may then secure the type or types of material elsewhere. The contractor will reimburse the County for any differential in charges between their bid and the supplier for the materials.
22. When material furnished does not conform with specifications or is deemed unsatisfactory by the County Superintendent of Highways, or his designee, material will be purchased from the next lowest competent bidder, and payments due will be withheld and the contractor will be charged for all excess costs and all damage involved.

23. The Superintendent of Highways reserves the right to make any investigations or inquiries necessary to determine the competence and ability of the bidder to properly perform the work. If after said investigation, the Superintendent of Highways is not satisfied that the bidder is qualified to meet all requirements contained herein, and to perform all work in a satisfactory manner, he may recommend to the Transportation Committee that the bidder be rejected as unsatisfactory.
24. The supplier shall provide to Lewis County a qualified technical person, that has five (5) years experience in directly working with the materials and the processes that are being requested by Lewis County. There must be documentation illustrating the names, products, and locations of the experience. Acceptance of the job mix formula by the Superintendent of Highways is solely for the purpose of quality control and in no way releases the contractor from responsibilities.
25. The bidder will supply the bid documentation showing that the bidder has supplied the applied – NYSDOT specification items and certifies that they have the experience with the products. This documentation will show name, location, and quantities plus date of completion and person to contact for verification. Any bid on non - NYSDOT specification items, may be considered unresponsive to this specification and may be rejected.
26. Price adjustment will be allowed as part of the bid in accordance with current NYSDOT & OGS policy as attached. Unit prices bid (as adjusted) will be paid for all quantities placed and approved by the County Highway Superintendent or his representative. Fixed price bids will also be accepted.

TECHNICAL SPECIFICATION HOT ASPHALT IN PLACE

A. LEWIS COUNTY HIGHWAY DEPARTMENT GENERAL SPECIFICATIONS

1. The various items listed on the proposal sheets are to be furnished and applied over existing Lewis County Highways or town/village within the County or County municipality
2. The successful bidder(s) will be required to furnish liability insurance for the amounts shown in the instruction to bidders.
3. The prevailing wage rates of the NYS Department of Labor shall be in effect for the duration of this contract. Successful bidder must provide certified payroll(s).
4. The Lewis County Highway Department, and/or Town/Village will be responsible for the maintenance and protection of traffic for the duration of the contract. The Contractor shall not include any costs for maintenance and protection of traffic in its bid.
5. In areas where machine spreading is impractical, hand spreading will be permitted, with approval of the County's representative. Hand spreading will be accomplished with the use of shovels and rakes and shall conform to the remainder of the pavement being applied.
6. The work listed in the proposal will be awarded to the lowest qualified bidder(s). The owner reserves the right to make awards for all, or any part of, or any combination of projects based on the bid prices received and the availability of funds.
7. NYSDOT Item 401-3.11 – Spreading and Finishing.
A moving reference of at least 30 feet in length will be required in all cases on both the binder and surface courses.
8. **Automation on the paver is required; final surface layer needs to be no less than 3% slope after compaction. Prior to quoting a job, a profile process must be discussed with the Highway Superintendent to be sure automation can or should be used.**

9. NYSDOT Item 401-3.12 Compaction, Option B – Vibratory Compaction.

Compaction will meet state specification for Series 70 compaction. 70 Series Compaction Method. On the first day of paving, construct a test section on the project site at a location approved by the Engineer, using the same equipment and procedures to be used in the construction of the remainder of the course being laid. The test section is constructed to determine the Project Target Density (PTD). Routine paving operations may begin immediately following the construction of the test section once a PTD has been established based on the evaluation of density readings. Paving operations will not be allowed unless both a density gauge and an operator are present. §402 NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS of May 1, 2008 252 Test Section. Construct a test section maximum of 1500 linear feet on the mainline which has the same depth specified for the construction of the course it represents. Use the first 300 feet of the test section to stabilize the paving operation. The remainder of the length will be used to determine the Project Target Density (PTD). Once a sufficient amount of material has been placed in the remaining test section, compact the pavement initially with a breakdown roller making four vibratory passes or as recommended by the Engineer. The Engineer will select three random locations in accordance with the appropriate Materials Procedure and mark these sites so that subsequent density testing can be performed at the same locations. Take density readings at the three selected sites. A density gauge reading is defined as the average of multiple density gauge measurements taken in accordance with the appropriate Materials Procedure. Make additional machine passes using either the intermediate or the finish roller and take additional density readings at the three previously selected sites after each pass until the increase in density is less than 2 pcf, or until the Engineer stops further compaction because the pavement shows signs of distress. The Engineer will calculate the average of the highest density reading from each of the random locations. The resulting average will be set as the PTD. Compact the pavement sufficiently to achieve the PTD value. The minimum acceptable density reading will be 96% or maximum of 103% of the PTD in a single test location and 98% of the PTD calculated as a moving average of the last 10 test locations as determined by a density gauge. Take density gauge readings at each location, randomly selected by the Engineer in accordance with the appropriate Materials Procedure, approximately every 200 feet along the length of the pavement for each pass of the paver. Record these values on the appropriate BR form. If density gauge readings over two consecutive locations fall below 96% or above 103% of the PTD or if the moving average of the last 10 density gauge readings falls below 98% of the PTD, stop routine paving operations and immediately construct a new test section in accordance with requirements of the Test Section. Placement and compaction on shoulders, ramps, maintenance widenings and crossovers, and bridges will be satisfactory when the procedures used in these areas obtain pavement density similar to that obtained on the mainline pavement sections. Monitor the density of areas with the same density gauge to insure the PTD is achieved. If the shoulder subbase is structurally insufficient to sustain the level of compaction such that they

show signs of distress, decrease the compaction effort until no damage occurs to the shoulder or subbase.

10. Two copies of Delivery Tickets are to be submitted. Also, all delivery tickets turned into the County must be clear and legible with the date, quantity, material type, and point of delivery included as a minimum.

JOINTS

1. The finished pavement at joints shall comply with the surface smoothness requirements and exhibit the same uniformity of texture and compaction as other sections of the pavement. Rollers shall not pass over the unprotected edges of freshly laid mixture unless permitted by the County's representative.
2. Placement of each run of a course shall be as continuous as possible. When a run must be interrupted the Contractor shall take the necessary measures to provide clean, straight full depth joints between the runs. Excess material shall be removed before the subsequent run is begun.
3. The Contractor shall submit, at the pre-construction meeting, for the County's approval, shop drawings detailing the proposed method of construction a temporary transverse, end of run joint.
4. Temporary, end of season, pavement termination joints and permanent pavement termination joints shall have rebate cuts where determined to be needed by the County's representative.
5. **All Asphalt driveways, starting and finishing points of projects shall have rebates.**
6. **Starting December 30, 2024**, 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 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.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024.

NYSDOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

The Bureau of Public Work & Prevailing Wage Enforcement at the New York State Department of Labor is responsible for enforcing prevailing wage laws in New York State.

The Bureau of Public Work & Prevailing Wage Enforcement publishes the annual prevailing wage schedule every year on July 1. To find information about the prevailing wage rate for your area, or to find contact information for your local Public Works and Prevailing Wage Enforcement District Office, please visit Bureau of Public Work and Prevailing Wage Enforcement website or send an email to labor.sm.pwask@labor.ny.gov.

ASPHALT PRICE ADJUSTMENTS:

1. Price adjustments allowed will be based on the January 1, 2026 average of the F.O.B. terminal price per English ton of PG 64S-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the New York State Department of Transportation based on prices of preapproved primary sources of performance graded binder in accordance with the New York State Department of Transportation Standard Specification.

The January 2026 average is \$643 per English Ton.

NOTE: The same grade of asphalt cement used in establishing the new average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price. In the event that one or more of the New York State Department of Transportation preapproved sources discontinue posting a price for asphalt cement, the base average F.O.B. terminal **price shall not be recalculated.**

2. Price adjustments will be in accordance with the formula below and will be effective for deliveries made on and after the first of the month.
3. The unit prices per English ton of bituminous concrete material purchased from any award based on this specification will be subject to adjustment based on the following formula:
$$\text{Price Adj. Plus (per English Ton)} = \frac{\text{New Monthly Average F.O.B. Terminal Price} - \text{Base Average F.O.B. Terminal Price}}{\text{Base Average F.O.B. Terminal Price}} \times \text{Total \% Asphalt} + \text{Fuel Allowance}$$

NEW MONTHLY AVERAGE F.O.B. TERMINAL PRICE

The average F.O.B. terminal price for unmodified PG 64S-22 binder without anti-stripping agent as determined by the New York State Department of Transportation per New York State Department of Transportation Standard Specification.

BASE AVERAGE F.O.B. TERMINAL PRICE:

The average F.O.B. terminal price of unmodified PG 64S-22 binder without anti-stripping agent as determined by the New York State Department of Transportation as of January 1, 2026

TOTAL % ASPHALT PLUS FUEL:

The percentage of total allowable asphalt and fuel for each item is as follows:

Item	Product	% Asphalt	Fuel Allowance	Total % asphalt
Type 7 - 402.09xxx	9.5 mm	6.2	1	7.2%
Type 6 - 402.12xxx	12.5 mm	5.5	1	6.5%
Fine Binder - 402.19xxx	19 mm	4.9	1	5.9%
Course Binder - 402.25xxx	25 mm	4.5	1	5.5%

EXAMPLE: Item 403.160001M

Base Average Price = \$150.00

New Average Price = \$160.00

Total % Asphalt plus fuel = 7.4%

$\$160.00 - \$150.00 \times 0.074 = + \0.74 per English ton

+Fuel Allowance represents allowance for energy (fuel, electricity, and natural gas) used in the production of asphalt. It is a cost associated with the product and not intended to represent any trucking or hauling of product.

NOTE:

Base materials are represented by XX in the third and fourth place after the decimal.

All materials with identical numbers preceding the decimal and identical first and second number after the decimal receive the price adjustment shown for the base material.

Positive Price Adjustment number shall be added to original per English ton Bid Price.

Negative Price Adjustment number shall be subtracted from original per English ton Bid Price.

Price adjustments allowed in this contract shall be calculated and applied to the original prices. There will not be price adjustments unless the change amounts to more than \$.10 per English ton from the original prices. In these instances prices will revert back to the original prices.

All price adjustments will be computed to three decimal places.

Should these provisions result in a price structure which becomes unworkable, detrimental or injurious to the County, or in prices which are not truly reflective of market conditions, or which are deemed by the Superintendent to be unreasonable or excessive, and no adjustment in price is mutually agreeable, the Superintendent reserves the sole right upon ten days written notice mailed to the contractor to terminate any contract resulting from this bid opening.

Price adjustment shall be published by the State and issued to all contract holders, whose responsibility will be to attach the appropriate state notification (based on when the work was performed) to the payment invoice submitted to the County.

Work performed after the expiration of the contract, where no extension has been granted, resultant from purchase orders placed prior to expiration of the contract will receive the price adjustments in effect the last month of the contract.

Price adjustment for any contracts that are extended will be based on the new average for the month in which the work is done applying the same base established for that contract.

(EXAMPLE FORMAT – Submit on contractor’s letterhead.)

RELEASE OF LIENS

AND

COMPLIANCE WITH LABOR RATES

(State of New York)
(County of Lewis)

(NAME), being duly sworn, deposed and says that I am the (TITLE) of (COMPANY NAME), and I make this affidavit in order to induce Lewis County to make final payment to (COMPANY NAME) under the contract between (COMPANY NAME) and Lewis County for (DESCRIPTION OF WORK) work performed for (CONTRACTOR NAME), County of Lewis , State of New York.

That all subcontractors have been paid and all materials and persons employed by (COMPANY NAME), have been fully paid, and that all labor, tax assessments and levies applicable to the labor performed and the materials furnished by (COMPANY NAME (, have been fully paid, and there are no outstanding bills or claims of any nature whatsoever against (COMPANY NAME), arising out of labor performed or materials furnished under the aforesaid contract with Lewis County.

That the same Company has complied with or exceeded the minimum hourly rates as determined by the Department of labor for persons employed on the aforesaid contract with Lewis County.

That the final payment in the sum of \$ (FINAL PAYMENT AMOUNT) from Lewis County hereby releases and forever discharges Lewis County from and claim or any nature whatsoever arising out of the aforesaid contract.

(S)_____
(NAME) (TITLE)

Sworn before me this _____day of _____, 20_____,

Notary Public

2026 BID PRICE SHEET

Lewis County Highway Department
Bituminous Concrete Paving of Various County Highways

BID ITEM	PLANT LOCATION	UNIT BID PRICE	ALTERNATE-FIXED PRICE BID NO ASPH. PRICE ADJUSTMENT
ITEM 402.25 COURSE BINDER FOB Plant		\$ _____ PER TON	\$ _____ PER TON
ITEM 402.19 MOD FINE BINDER FOB Plant		\$ _____ PER TON	\$ _____ PER TON
ITEM 402.12 Type 6 top FOB Plant		\$ _____ PER TON	\$ _____ PER TON
ITEM 402.09 Type 7 top FOB Plant		\$ _____ PER TON	\$ _____ PER TON
ITEM 407.01 Tack Coat Furnished and applied		\$ _____ PER GAL	\$ _____ PER GAL
Paving Equipment, Rebate machine Min 18" Crew to cut rebates each end of project and all asphalt driveways. Place asphalt paving at various locations in Lewis County. Asphalt hauling and traffic control by others		\$ _____ Per 10 Hr. Day \$ _____ Per Hr. over 10 hour day. (overtime)	
Asphalt hauling BY Bidder:		\$ _____ Per Hour	

COMPANY NAME: _____

SIGNATURE _____

DATE _____

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

SIGNATURE PAGE

Bid No. 26-02

Hot Asphalt

TO: Clerk of the Board, County of Lewis

THE UNDERSIGNED PROPOSES TO PROVIDE THE GOODS AND SERVICES required as set forth in the referenced Request for Proposal. If successful, the Bidder hereby agrees to furnish the goods and services in accordance with all terms, conditions and specifications contained within referenced Request for Proposal, at prices submitted in referenced specifications. I certify that I am authorized to sign this proposal, myself or on behalf of the company or firm I represent, and to enter into a binding contract with Lewis County. This signed proposal will become part of a binding contract after award by the Lewis County Legislature to the successful bidder.

NOTE: By signing and submitting the proposal form for consideration by the Lewis County Legislature, the Contractor acknowledges they have read, understood, and agree to all aspects of the specifications as presented without reservation or alteration.

Legal name of person/firm/corporation

Authorized Signature/ Position

Address

Typed Name

City/State/Zip

Title

Date

Telephone No.

Fax No.

E-mail address

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Lewis County is an equal opportunity provider and employer. Complaints of discrimination should be made known to the Lewis County Board of Legislators.

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

NON-COLLUSION FORM

Bid No. 26-02

Hot Asphalt

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.

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YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

AFFIRMATION STATEMENT ON SEXUAL HARASSMENT

Bid No. 26-02
Hot Asphalt

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.

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YOU MUST RETURN THIS SHEET WITH YOUR BID

CORPORATE APPLICANT/ENTITY ATTESTATION OF GOOD STANDING

Bid No. 26-02

Hot Asphalt

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.

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YOU MUST RETURN THIS SHEET WITH YOUR BID

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

Bid
No. 26-02
Hot Asphalt

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

Bid No. 26-02

Hot Asphalt

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: _____