

Brian Hanno

Director

brianhanno@lewiscounty.ny.gov

REQUEST FOR PROPOSAL

NO. 2026-104 5314 DAYAN STREET BUILDING DEMOLITION AND REMOVAL PROJECT

Date: May 28, 2026

To Whom It May Concern:

Lewis County is currently seeking a proposal for the complete demolition and removal of the residential structure located at 5314 Dayan Street, site restoration, and all other relevant tasks.

All proposals to be mailed to:

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

or delivered in person between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday. Electronic submissions will also be accepted through the County's Planet Bids portal. <https://vendors.planetbids.com/portal/76952/portal-home>

All proposals must be received on or before 10:30 a.m. on Tuesday June 23, 2026. 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
Lewis County Purchasing Director
7660 North State Street
Lowville, NY 13367

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

Introduction

1.1 Purpose/Objective

The County has determined that the condemned residential structure located at 5314 Dayan Street (State Route 12) Lowville is unsafe and not fit for human occupancy. More information on the project scope is described in section 2.1.

The County intends to open the bid responses to this RFP on **Tuesday June 23, 2026, at 10:30 a.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 strongly encourages firms with MWBE certification to submit bids for this proposal. This project is grant funded and will follow HUD Section 3 4-2. There are no percentage goals for this project.

1.4 Taxes

No charge will be allowed for federal, state, sales, and excise taxes from which the County is exempt. Exemption Certificates will be provided upon request.

1.5 New York State Prevailing Wage Rates

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

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.

(PRC# 2026011003 – 5314 Dayan St. Building Demolition) has been assigned to this project.

General Description or Required Performance Outcomes:

2.1 Project Goals

The project will consist of the complete demolition and removal of all materials from the residential structure located at 5314 Dayan Street (State Route 12), Lowville, NY. All materials shall be removed and handled as construction and demolition debris (C & D).

Scope of Work

- The County will **not** hold a formal pre-bid walkthrough for the project. Contractors are welcome to visit the site at their convenience in preparation for submitting their proposal.
- An asbestos survey was completed for this project and **no** asbestos containing or hazardous materials were identified; as such the structure shall be demolished and removed from the project site and handled construction & demolition debris.
- This is a Prevailing Wage Rate Project.
- Provide a timeline to complete the project.
- The County will hire a third-party air monitoring company for this project, and the Contractor will need to coordinate demolishing to work for all parties involved.
- This project is expected to be funded with CDBG funds and the Contractor must comply with all grant funding requirements, to include, but not limited to, a Section 3 Plan and the associated reporting requirements. This construction contract and all subcontracts acknowledge that all parties shall be bound by, and will comply with all applicable Federal, State, and local laws and regulations, including but not limited to 2 CFR Part 200 Appendix II (Contract Provisions for non-Federal Entity Contracts Under Federal Awards) and 24 CFR Parts 570. **If the total contract is less than \$200,00 then Section 3 will not trigger.**
- Contact Dig Safely (UFPO) to mark all underground utilities.
- Notify NYS Department of Labor and US EPA of demolition.
- The Contractor shall provide flaggers for this project, no lane/roadway closures shall last longer than 10-minutes at any one time. The Contractor shall provide coordinate any anticipated lane closures with the NYS DOT.
- The Contractor will apply for a NYS DOL Notification Fee Waiver for the project. The County will work with the awarded contractor in providing the information for the application and waiver.
- Proposal should include all costs of labor and equipment to demolish and legally dispose of all materials of the structure as construction and demolition debris to the DANC/Solid Waste Management Facility, in Rodman, NY. **Note: LEWIS COUNTY WILL BE RESPONSIBLE FOR ALL DISPOSAL TIPPING FEES AT THE RODMAN LANDFILL SITE MANAGED BY DEVELOPMENT AUTHORITY OF THE NORTH COUNTY (DANC). Therefore, the Bidder shall not include disposal fees in their bid.**
- Power and Water required for the project is the sole responsibility of the Contractor to secure. Municipal water is available at or adjacent to the site and the contractor must contact the Village of Lowville DPW to access.
- Remove all material including the basement foundation walls and slab/floor to allow site to be 100% shovel-ready for future development. The concrete driveway and sidewalk sections on the property shall remain in place and protected from damage during the demolition of the structure.
- Backfill all open excavations and foundations with clean fill material. Fill material shall be brought up to adjacent grade elevation.
- Uniformly cover all flat areas of the site with a minimum of 6-inches of topsoil apply grass seed and cover with straw. The slope at the rear of the site shall be seeded and covered with straw.

SPECIFIC REQUIREMENTS:

3.1 The Contractor/ firm agrees to provide services to the County as an independent contractor and not as an employee, as those terms are understood for New York and Federal law purposes. The Contractor/Firm agrees to provide for, secure, and/or be solely responsible for any and all required fees, permits, Workers Compensation coverage, Unemployment Insurance, Disability Insurance, Social Security contributions, income tax withholding and any other insurance or taxes, including but not limited to Federal and New York taxes, for any persons performing services pursuant to a subsequent agreement, including the Contractor, and any employees of the selected Firm. The Contractor agrees to indemnify the County and hold the County harmless from any claims, suits, losses, or damages, including reasonable attorney's fees, resulting from any failure on the part of the contractor to satisfy its obligations as states herein.

3.2 The Contractor acknowledges and agrees to purchase, register, and insure any and all necessary equipment and vehicles to provide the scope of services identified. Automobile liability insurance must have a minimum limit for bodily injury and property damage of \$1,000,000 /\$2,000,000.

3.3 The Contractor acknowledges and agrees to purchase comprehensive general liability insurance with minimum liability limits of \$1,000,000 / \$2,000,000 for personal injury and property damage, and \$2,000,000 aggregate to protect against claims brought against the County, which may arise from the provision of services under a subsequent agreement. Contractor agrees to name the County as an additional primary insured.

3.4 The Contractor agrees to indemnify the County and hold the County harmless from any claims (including but not limited to claims under Labor Law Section 240, if applicable), suits, losses, or damages resulting from or relating to any services provided by the Contractor and/or equipment or materials used by the Contractor, or any other person performing services pursuant to a subsequent agreement. The Contractor shall be liable to the County for any loss, damage or destruction of any property, materials, goods, documents, or other items, including reasonable attorney's fees, resulting from or related to the negligence, or other wrongful acts of the Contractor, the Contractor's employees, or any other person performing services pursuant to a subsequent agreement. The amount of general liability insurance.

3.5 The Contractor may not assign, transfer, sublet or otherwise dispose of the Agreement without the prior written consent of the County.

3.6 The County reserves its right to require additional contractual provisions it deems appropriate to give effect to this Proposal.

3.7 The Contractor must comply with and ensure that the following language is included in all applicable subcontracts for work related to this Contract. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low-income residents of the neighborhood where the financial assistance is spent, and to businesses that are either owned by low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.

The parties to this contract agree to comply with federal regulations in 24 CFR part 75, which

implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

The Contractor agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

The Contractor agrees to maintain hiring and contracting practices to the greatest extent feasible so that 25 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable. If the Contractor is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.

If applicable, the Contractor agrees to notify each labor organization or representative of workers with which the Contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 Workers and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

The Contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by New York State Homes and Community Renewal and the United States Department of Housing and Urban Development (HUD). The Contractor is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable.

Noncompliance with HUD's regulations in 24 CFR part 75 and New York State Homes and Community Renewal's Section 3 policies may result in sanctions, penalties, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

3.9 Lewis County, any of its subrecipients, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

3.10 To the fullest extent permitted by law, Lewis County shall and hereby agrees to hold harmless, defend (with counsel acceptable to the New York State Housing Trust Fund Corporation ("Corporation")) and indemnify the Corporation and each and all of its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs,

attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Subrecipient in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Subrecipient to indemnify and reimburse the Corporation for any and all attorneys' fees and other litigation or dispute resolution costs incurred or to be incurred in the Corporation's enforcement of this Agreement or any portion thereof against Subrecipient or otherwise arising in connection with Subrecipient including but not limited to Subrecipient's breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

ELIGIBLE APPLICANTS

4. To be deemed an eligible applicant, you must have at least three (3) years' experience in the demolition and removal of buildings and provide a minimum of three (3) customers as references.

PROPOSAL FORMAT

5. To be submitted on your own forms, but must include the bid page, the non-collusion form, anti-sexual harassment form, corporate attestation form, Iran Divestment Act, and Certificate of Registration from the New York State Department of Labor set forth at the end of this RFP. Vendors now have the option to submit their proposals electronically also.

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 General Services Legislative Committee, County Manager, Director of Building Codes, 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.

CONTRACT PERIOD:

7.1 The intent of the County is to award this Contract on July 7, 2026, and have the demolition and removal of the structure and material completed within 90 days.

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. Detailed description of the proposed services to be provided based on vendor's recommendation to accomplish scope of work detailed above for this project.
4. Essential information about the company providing the service including the correct and full legal name of the business, tax identification number, and a listing of all personnel involved in the proposal.
5. Proposed compensation plan or fee structure.

8.2 PROPOSAL REQUIREMENTS:

- a) Proposals must be accompanied by a signed Proposal Form, Signed Non-Collusion Statement, Signed Anti-Sexual Harassment statement, and signed Attestation of Good Standing if 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 copy of the proposal must be provided.
- d) Read all documents contained in the proposal package.
- e) Proposals must be submitted to:

**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 **10:30 AM on June 23, 2026**. 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.

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

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

Copies of the addenda will also be made available for inspection at 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 an addendum including postponement.

8.7 PROPOSAL RECEIPT BY A THIRD PARTY:

Any Contractor submitting a proposal based on incomplete or inaccurate information resulting from documentation received from any third party shall not have cause for relief from 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.

8.9 TERMINATION

When an award is made and an Agreement is executed with the awarded contractor, the County may, by written notice to the contractor, effective upon mailing, terminate the Agreement in whole or in part at any time (1) for the County’s convenience, (2) upon the failure of contractor to comply with any of the terms or conditions of the agreement, (3) upon the contractor becoming insolvent or bankrupt, and pursuant to the specific termination conditions set forth in the final Agreement.

Upon termination of the Agreement, the contractor shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Contractor pursuant to this agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by contractor through or provided under the Agreement, and carrying out any County directive concerning the disposition thereof.

In the event the County terminates the Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the contractor shall continue the performance of this Agreement to the extent not terminated hereby. If the Agreement is terminated in whole or in part for other than the convenience of the County, any services procured by the County to complete the Services herein will be charged to contractor and/or set off against any sums due to the contractor.

Notwithstanding any other provisions of the Agreement, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of contractor's breach of the Agreement or failure to perform in accordance with applicable standards, and the County may withhold payments to contractor for the purposes of set-off until such time as the exact amount of damages due to the County from the contractor is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by the Agreement.

Contractor **shall not** have any right to terminate this agreement for convenience. If Contractor violates same, Contractor shall remain obligated to the County for any and all reasonable costs and expenses incurred by the County in order to complete the services abandoned by the Contractor.

In the event of a default in payment by the County to the Contractor, the Contractor shall notify the County in writing of same within 60 days of the alleged default. The County shall have 30 days to dispute same and to pay over any amount due to Contractor at that time prior to any action by the Contractor to terminate the Agreement.

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 into a contract pursuant to such Bid/RFP.

12. PAYMENTS UNDER CONTRACT AWARD:

12.1 Payment for services shall be following receipt of vendor claims and invoices in accordance with Lewis County accounting/payment practices. Any claim against the contractor may be deducted by the County from any money due 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.

15. BID BOND:

15.1 Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract OCR Grant Administration Manual Chapter 4 03/2025 23 CHAPTER 4 PROCUREMENT STANDARDS exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the OCR may accept the bonding policy and requirements of the Recipient, provided the OCR has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the

bidder shall, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.

The Contractor is required to obtain a performance bond (a bond executed in connection with a contract to secure fulfillment of all the contractor's obligations for this project's awarded contract) for 100 percent of the contract price.

The Contractor is required to obtain a payment bond (a bond executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract) for 100 percent of the contract price.

The bond shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

16. FEDERAL CONTRACT PROVISIONS FOR AWARDED CONTRACT

1. **Equal Employment Opportunity** – This construction contract has been awarded in excess of \$10,000 and is in compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – This construction and any subcontracts in excess of \$2,000 for construction or repair are in compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Furthermore, the Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 US 874 et seq.) and its implementing regulations of the US Department of Labor at 29 CFR 5. The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)** – This construction contract(s), if awarded in excess of \$100,000 is in compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is Chapter 4 03/2025 OCR Grant Administration Manual 22 CHAPTER 4 PROCUREMENT STANDARDS applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Patent Rights to Inventions Made Under a Contract or Agreement** – This construction contract and agreements for the performance of experimental, developmental, or research work shall provide for the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et sea.), as amended** – This construction contract and subcontracts of amounts in excess of \$100,000 are in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

5. **Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended** – This construction contract, if in excess of \$200,000 is in compliance with Section 3 and the contractor shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 Rider.

6. **Build America, Buy America Act BABA) (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184)** – Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184 require that all iron, steel, manufactured products, and construction materials used for federally funded infrastructure projects be produced in the United States unless these materials are otherwise exempt or subject to an approved waiver. This requirement, known as the “Build America Preference (BAP)”, applies to all federal financial assistance as defined in 2 CFR § 200.1 in which funds are appropriated or otherwise made available and used for an infrastructure project, regardless of whether or not the project is funded through the Infrastructure Investment and Jobs Act (IIJA). For additional information, go to Build America, Buy America Act - HUD Exchange.

Site Pictures:









YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

BID PROPOSAL PAGE

REQUEST FOR PROPOSAL

No. 2026-104

Demolition and Removal of Condemned Residential Structure, 5314 Dayan Street (State Route 12) Lowville

Lump Sum Price for Demolition and Removal of Structure per above specifications

(NOTE: PRICING SHOULD NOT INCLUDE TIPPING FEES AS COUNTY WILL PAY ALL DISPOSAL TIPPING FEES TO DANC.)

Company Name _____

Authorized Signature _____

Date _____

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SIGNATURE PAGE

REQUEST FOR PROPOSAL

No. 2026-104

Demolition and Removal of Condemned Residential Structure, 5314 Dayan Street (State Route 12) Lowville

TO: Clerk of the Board, County of Lewis

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

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

_____	_____	
Legal name of person/firm/corporation	Authorized Signature/ Position	
_____	_____	
Address	Typed Name	
_____	_____	
City/State/Zip	Title	
_____	_____	_____
Date	Telephone No.	Fax No.

E-mail address		

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

NON-COLLUSION FORM

REQUEST FOR PROPOSAL

No. 2026-104

Demolition and Removal of Condemned Residential Structure, 5314 Dayan Street (State Route 12) Lowville

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. 2026-104

Demolition and Removal of Condemned Residential Structure, 5314 Dayan Street (State Route 12) Lowville

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. 2026-104

Demolition and Removal of Condemned Residential Structure, 5314 Dayan Street (State Route 12) Lowville

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. 2026-104

Demolition and Removal of Condemned Residential Structure, 5314 Dayan Street (State Route 12) Lowville

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. 2026-104

Demolition and Removal of Condemned Residential Structure, 5314 Dayan Street (State Route 12) Lowville

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: _____