LEWIS COUNTY
NEW YORK

PURCHASING

P: 315-376-5144 | F: 315-376-4917

Brian Hanno

Director

brianhanno@lewiscounty.ny.gov

REQUEST FOR PROPOSAL

NO. 2026-113 LEWIS COUNTY BACKUP GENERATOR ANNUAL SERVICE

Date: November 10, 2026

To Whom It May Concern:

Lewis County is currently seeking a proposal for annual level one and level two servicing of all County owned backup generators.

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, Friday December 4, 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

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

Introduction

1.1 Purpose/Objective

The County has a large number of backup generators that are critical for County operations. These units require two services per year, a level one and a level two. More information is described in section 2.1.

The county intends to open the bid responses to this RFP on **Friday December 4, 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 however there are no MWBE requirements.

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.

General Description or Required Performance Outcomes:

2.1 Project Goals

The generators are located at the following locations

1) **Courthouse**

7660 N State St Lowville, NY 13367

Onan Generator - Mod# 150GGLB-5937763

Ser# K070122596

Onan ATS

2) **Highway garage**

7361 East Rd Lowville, NY 13367

Cummins Generator Mod# DQDA-240229

Ser# E230236055

Cummins ATS

3) **Outdoor Services**

7356 East Rd Lowville, NY 13367

Cummins Generator Mod# C125-D6C

Ser# F230238189

Cummins ATS

4) **DMV/Elections**

7513 East State St Lowville, NY 13367

Kohler Generator Mod# 100REOZJF

Ser# 3346GMLL0032

Kohler ATS

5) **Human Services**

5274 Outer Stowe St Lowville, NY 13367

Olympian Generator Mod# D50P3

Ser# OLY0000VNPF00862

Cummins ATS

6) **Public Safety Building**

5252 Outer Stowe St Lowville, NY 13367

Onan Generator Mod# 175DGFAL33181A (current model) Will be changed to RHELKO KD250 with ASCO Series 300 ATS in spring of 2027

Ser# J890272864

Onan ATS

7) **PSB 911 Tower**

5252 Outer Stowe St Lowville, NY 13367
Onan Generator Mod# 50DGHAD
Ser# J140751640
Onan ATS

8) **#3 Rd 911 Tower**

7830 #3 Rd Lowville, NY 13367
Onan Generator Mod# 50DGHAD
Ser# J140751642
Onan ATS

9) **Montague 911 Tower**

6574 Sears Pond Rd Montague, NY 13367
Onan Generator Mod# 50DGHAD
Ser# J150879936
Onan ATS

10) **Copenhagen 911 Tower**

1720 Hayes Rd Copenhagen, NY 13626
Onan Generator Mod# 50DGHAD
Ser# J140751659
Onan ATS

11) **Croghan 911 Tower**

8679 Long Pond Rd Croghan, NY 13327
Onan Generator Mod# 50DGHAD
Ser# J140751643
Onan ATS

12) Harrisville 911 Tower

8153 State Rt 3 Harrisville, NY 13648
Onan Generator Mod# 50DGHAD
Ser# J140751657
Onan ATS

13) Gomer Hill 911 Tower

4805 Brenon Rd Turin, NY 13473
Onan Generator Mod# 50DGHAD
Ser# J140751641
Onan ATS

14) Lyonsdale 911 Tower

3895 Marmon Rd Lyons Falls, NY 13368
Onan Generator Mod# 50DGHAD
Ser# J140751639
Onan ATS

15) NYPA 911 Tower

5861 Ziegler Rd West Leyden, NY 13489
Onan Generator Mod# 50DGHAD
Ser# J140751658
Onan ATS

16) Osceola 911 Tower

1276 Osceola Rd Redfield, NY 13437
Onan Generator Mod# 50DGHAD
Ser# J140751660
Onan ATS

Level I – Minor Preventive Maintenance Service for Generator Systems

The Contractor shall provide all labor, materials, tools, equipment, and supervision necessary to perform a Level I Minor Preventive Maintenance (PM) Service on the generator system(s) identified by the County. All work shall be performed in accordance with manufacturer recommendations and industry's best practices.

A. General Service Requirements

1. Notify the designated site contact upon arrival and prior to beginning any service activities.
2. Verify all generator fluid levels and top off as required using fluids meeting manufacturer specifications.
3. Initiate generator start from each Automatic Transfer Switch (ATS) to confirm proper wiring and operational integrity.
4. Complete all inspection and maintenance items applicable to the specific generator type installed at the site.
5. Document all findings and obtain signature of the site contact upon completion of service.

B. Cooling System Inspection

The Contractor shall perform the following cooling system checks:

1. Visually inspect the radiator, radiator cap, gaskets, hose clamps, fittings, and hoses for leaks, tightness, wear, and other visible defects.
2. Inspect the water pump and weep hole for evidence of leakage or excessive wear.
3. Check coolant level and top off up to one (1) gallon as required.
4. Inspect pulleys and fan hub assemblies for wear or misalignment.
5. Inspect belts for wear, cracks, or fraying and adjust belt tension as required.
6. Test antifreeze freeze point, nitrate levels, and corrosion inhibitor levels using approved test strips.
7. Inspect the block heater for defects and verify proper operation.
8. Record engine operating temperature.

C. Lubrication System Inspection

The Contractor shall perform the following lubrication system checks:

1. Visually inspect front and rear crankshaft seals, gaskets, and associated components for oil leaks.
2. Clean crankcase breather (if applicable to the unit).
3. Inspect crankcase vent hoses and lubrication hoses/connections for leaks or

excessive blowby.

4. Inspect governor linkages and actuator for proper function and visible defects.
5. Inspect oil level in mechanical governors (if applicable).
6. Check and record engine oil pressure during operation.
7. Inspect engine oil level and oil condition, noting signs of dilution or contamination.
8. Inspect the engine for any additional oil leaks.

D. Fuel System Inspection

The Contractor shall perform the following fuel system checks:

1. Inspect entire fuel system for leaks.
2. Drain water separator(s), if equipped.
3. Inspect flexible fuel lines for cracking, wear, or loss of pliability.
4. Inspect steel fuel lines for cracks, leaks, and proper bracket and support placement.
5. Inspect condition of the fuel tank, including vents and plugs.
6. Inspect mixer/vaporizer assemblies on gaseous-fueled units for proper functionality.

E. Starting System, Ignition System, and General Engine Inspection

The Contractor shall perform the following checks:

1. Record battery type, size, quantity, and installation date.
2. Inspect battery charger for defects and verify proper charging operation.
3. Inspect the battery charging alternator, associated belts, and verify operational performance.
4. Inspect battery condition and top off electrolyte levels with distilled water (if batteries are not maintenance-free).
5. Check electrolyte levels and obtain hydrometer readings where applicable.
6. Conduct cold cranking amps (CCA) testing and perform a load test on the battery.
7. Notify the designated site contact upon arrival.
8. Inspect generator system and verify all fluid levels; top off using fluids meeting manufacturer specifications.
9. Perform generator start from each Automatic Transfer Switch (ATS) to verify proper wiring and response.
10. Complete all inspection tasks applicable to the specific generator equipment.
11. Document findings and obtain site contact’s signature upon completion.

F. Cooling System Inspection

12. Inspect radiator, radiator cap, gaskets, hose clamps, fittings, and hoses for leaks, wear, or defects.
13. Inspect water pump and weep hole for leakage.
14. Verify coolant level and top off up to one (1) gallon.
15. Inspect pulleys and fan hub assemblies.
16. Inspect belts for wear, cracking, and tension; adjust as needed.
17. Test antifreeze freeze point, nitrate levels, and corrosion inhibitors.
18. Inspect block heater for defects and proper operation.
19. Record engine operating temperature.

G. Lubrication System Inspection

20. Inspect crankshaft seals, gaskets, and lubrication system for leaks.
21. Clean crankcase breather (if applicable).
22. Inspect crankcase vent hoses and lubrication hoses for leaks or excessive blowby.
23. Inspect governor linkages, actuator, and components.
24. Inspect oil level in mechanical governors (if applicable).
25. Check and record engine oil pressure.
26. Inspect oil level and condition for signs of dilution.
27. Inspect engine for any oil leaks.

H. Fuel System Inspection

28. Check entire fuel system for leaks.
29. Drain water separator (if equipped).
30. Inspect flexible fuel lines for cracking or loss of pliability.
31. Inspect steel fuel lines for cracks, leaks, and proper support brackets.
32. Evaluate fuel tank condition, including vents and plugs.
33. Inspect mixer/vaporizer assemblies on gaseous units.

I. Starting System, Ignition System & General Engine Inspection

34. Record battery type, size, quantity, and installation date.
35. Inspect battery charger for proper operation and defects.
36. Inspect charging alternator, belt condition, and operation.
37. Inspect battery condition; top off electrolyte with distilled water (if not maintenance-free).

38. Inspect electrolyte level and take hydrometer readings where applicable.
39. Perform cold cranking amps (CCA) test and load test.
40. Inspect, clean, and coat battery terminals; verify tight connections.
41. Inspect starter motor and relay connections.
42. Inspect spark plugs and wires.
43. Inspect distributor cap, rotor, and ignition points.
44. Inspect electronic governor connections, actuator, and magnetic pickup.

J. Air Intake System Inspection

45. Inspect air filters for plugging, deterioration, or debris; clean if required.
46. Inspect air cleaner restriction indicator.
47. Inspect turbocharger, hoses, seals, clamps, and check end play if warranted.
48. Inspect aftercooler seals and hoses for leaks.
49. Verify proper louver operation.

K. Exhaust System Inspection

50. Inspect flexible exhaust couplings for cracks, leakage, and missing or loose hardware.
51. Inspect exterior of exhaust manifolds for wet stacking (fuel/oil slobber), rust, deterioration, or missing hardware.
52. Inspect exhaust rain shield or rain cap.

H. Control System Inspection

53. Verify operation of all gauges and meters.
54. Clean control cabinet of dust and insects.
55. Inspect terminals and wiring for tightness.
56. Inspect relays for proper seating and connection.
57. Inspect for rodent damage or infestation.
58. Test operation of all controls.
59. Test safety shutdown systems.
60. Inspect indicator lamps.
61. Check, adjust, and record frequency.
62. Check, adjust, and record voltage.

I. Generator End Inspection

63. Inspect rotor and stator for damage, oil contamination, or dirt buildup.
64. Inspect generator leads for tightness and voltage regulator wiring for defects.
65. Strap or tape any wiring or leads with worn insulation or rubbing surfaces.

66. Inspect generator bearings for signs of defects or lack of lubrication.
67. Inspect and clean brushes and slip rings (if applicable).
68. Inspect circuit breaker operation and verify tightness of wiring.
69. Perform infrared testing on breaker lugs; tighten or torque as required.
70. Clean unit exterior of dust, debris, and oil residue.
71. Inspect vibration isolators, mounts, and brackets; note any abnormal vibration or noise.

J. Transfer Switch (ATS) Inspection

72. Inspect air insulators.
73. Check for evidence of arcing, hot spots, or component damage.
74. Check voltage drops across contacts.
75. Vacuum interior cabinet debris.
76. Inspect indicator lamps (if equipped).
77. Perform transfer test if authorized by the Owner.

K. General Operational Checks

78. Visually inspect remote annunciator panel.
79. Run generator under load test if authorized.
80. Record all operating readings and verify accuracy by rechecking.

L. Generator Service – Pre-Start Verification Checklist

81. Verify controls are in **automatic** position
82. Verify all breakers are **reset**
83. Confirm **block heater** and **battery charger** are energized
84. Recheck **oil** and **coolant** levels
85. Notify customer of any **additional recommended work**
86. Check for **unusual conditions** (housing condition and rusting)

Level II – Major PM Service

General Requirements

- Inform site contact that the unit will be **out of service** during the PM.
    - Unit may be placed to *auto/run* once safe to operate; remaining services can be completed after outage or at a later date.
- Perform **once per year** (or every **250 operating hours**, whichever occurs first).
- Only use **oil and filters** that meet **manufacturer specifications**.
- Dispose of oils and filters in compliance with **EPA** and **local regulations**.

- Perform generator start from each **Automatic Transfer Switch (ATS)** to confirm wiring connection.
- Complete all related checks using the official checklist and obtain **site contact signature** on paperwork.

Includes all Level I PM Services plus:

- Replacement of **fuel/water separator** (if applicable)
- Change **lubricating oil** and **oil filter**
- **Fuel sampling** (diesel units only)

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 Country harmless from any claims, suits, losses, or damages, including reasonable attorney's fees, resulting from any failure on the part of the contractor to satisfy its obligations as states herein.

3.2 The 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.

ELIGIBLE APPLICANTS

4. To be deemed an eligible applicant, you must have at least three (3) years' experience in site work and paving 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, and Iran Divestment Act 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 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 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 by December 31, 2026 for a 5 year contract.

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 **10:30AM on December 4, 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 beach 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.

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

BID PROPOSAL PAGE

Site #	Year 1 – Level I	Year 1 – Level II	Year 2 – Level I	Year 2 – Level II	Year 3 – Level I	Year 3 – Level II	Year 4 – Level I	Year 4 – Level II	Year 5 – Level I	Year 5 – Level II
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
Total										

Emergency service hourly rate: _____ per hour

Can your firm have a service tech on site in Lewis County within 3 hours of call for emergency service **YES/No**, please circle one.

Company Name_____

Authorized Signature_____

Date_____

YOU MUST RETURN THIS SHEET WITH YOUR PROPOSAL

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SIGNATURE PAGE

REQUEST FOR PROPOSAL
No. 2026-113
Lewis County Generators Annual Service

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. 2026-113
Lewis County Generators Annual Service

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. 2026-113
Lewis County Generators Annual Service

In compliance with State Finance Law § 139-l, the undersigned bidder hereby certifies and affirms under penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bide each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

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

Note: Pursuant to State Finance Law §139-l 3, if the Bidder cannot make the foregoing certification and, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore.

YOU MUST RETURN THIS SHEET WITH YOUR BID

CORPORATE APPLICANT/ENTITY ATTESTATION OF GOOD STANDING

REQUEST FOR PROPOSAL
No. 2026-113
Lewis County Generators Annual Service

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. 2026-113
Lewis County Generators Annual Service

As a result of the Iran Divestment Act of 2012 the Office of General Service must develop a list of persons who are engaged in certain investment activities in Iran. Contracts cannot be awarded to persons or entities on that list, with some exceptions. All bidders are required to execute the following statement:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Paragraph (b) of Subdivision 3 of Section 165a of the State Finance Law.

_____
Corporate or Company Name

BY: _____
Signature

_____
Title

NOTE: If the bidder cannot make the above certification, it shall so state and furnish with the bid a signed statement which sets forth in detail the reason for that.

RECEIPT OF ADDENDUM ACKOWLEDGMENT

No. 2026-113
Lewis County Generators Annual Service

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

We are not responding 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:_____