

JEFFERSON COUNTY PURCHASING DEPARTMENT
HISTORIC COURT HOUSE, 195 ARSENAL STREET
WATERTOWN, NEW YORK 13601-2565
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Date of Notice: September 29, 2023

Notice to Bidders

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

BID #2023F-7 TOWING SERVICES

Bids will be received by the County until **THURSDAY, OCTOBER 12, 2023 AT 3:30 PM EST** at the office of the Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. Bids may not be submitted via fax or email, and all bids submitted must remain valid for up to forty-five (45) 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 questions regarding this bid should be submitted in writing (mail, fax, or email) to the County Purchasing Department.

INSTRUCTIONS TO BIDDERS & GENERAL REQUIREMENTS

1. With submission of a bid, a Bidder agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to "Contractor", "Bidder", or "Vendor", this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Bidder has engaged. Please submit two (2) copies - one (1) original unbound and one (1) copy.
2. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of documents or documents that were not directly issued by the Jefferson County Purchasing Department. Any Vendor submitting a bid based on incomplete or inaccurate information resulting from documentation received from a third party shall not have cause for relief or completion of a contract in accordance with the official documents on file with the Purchasing Department. Verbal explanations or instructions regarding this bid provided by anyone other than an employee of the Purchasing Department shall be considered informal and will not be binding on the County unless confirmed in writing as an amendment to this solicitation, if such information is deemed necessary for the preparation of uniform bids. The County reserves the right to "Revise" or "Amend" the bid specification prior to the bid opening date by "Written Addenda"
Prior to submission of a bid it is the responsibility of each Bidder to become fully familiar with the requirements of this solicitation. No Bidder may plead misunderstanding because of the misinterpretation of estimates, scope of work, or other issues related to this request. It shall be the responsibility of each Bidder to identify any apparent discrepancy in the specifications or question of interpretation thereof. Failure to do so constitutes acceptance as written. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. The County shall have the right to waive any technical defect, qualification, omission, informality, or irregularity in any bid received if, in its judgment, the best interest of the County shall thereby be served. **The County will issue no response to any request for clarification received within five (5) days of the due date.**
3. Bids should be submitted in a sealed envelope marked with the name of the bid and the words "SEALED BID" written on the outside of the envelope. Please submit two (2) copies - one (1) original unbound and one (1) copy. No employee in the Purchasing Department will be held liable for the premature opening of any bid received not designated as such. Bids submitted by **FAX OR E-MAIL** will not be accepted.
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.
5. **Deviations.** Deviations to the specifications must be fully explained, and if judged to be in the best interest of the County, may be accepted at the sole discretion of the County.
6. **Qualifications.** Each Bidder must be prepared to present satisfactory proof of his ability to successfully complete the requirements of this solicitation.
The County reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any Bidder to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Bidder's facilities and equipment, references or previous contract performance with the County or others.
7. **Accountability** - Bidder shall be fully accountable for his or her performance under any contract executed pursuant to this solicitation, and agrees to answer under oath all questions relevant to the performance thereof as to any transaction, or action done or omitted in connection therewith if called

before any Judicial, County or State Office or Agency empowered to investigate the contract or performance. By submitting a bid, the bidder affirms that all the requirements of the specifications are understood and accepted, and prices quoted shall be considered all-inclusive except as noted.

Each bidder affirms that all figures provided are correct to the best of their knowledge and understands that Jefferson County will not be responsible for any errors or omissions on the part of the bidder regarding estimates, calculations, or preparation of the bid, and will not be grounds for withdrawal or correction of the bid or bid security except as provided under General Municipal Law. In case of errors between unit and extension of prices, the unit price will govern.

8. **Award.** The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to obtain responses from qualified Bidders. By submission of a bid you agree to provide goods or services consistent with these specifications unless otherwise stated. The bid will be awarded to the lowest responsive and responsible Bidder meeting the specifications or providing acceptable deviation.

The County reserves the right to reject in whole or part, any or all bids deemed not to be in the best interest of the County at the sole discretion of the County. If two or more Bidders submit identical bids as to price, the decision of the County to award a contract to one of such Bidders shall be final. If, after review it is determined that both bids are essentially equivalent the names of both bidders will be placed in a container and the winning bid selected by a draw witnessed by a minimum of two members of the Purchasing Department and a member of the County Audit department. The resulting contract award shall be deemed executory only to the extent of the monies appropriated and available, and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the contract.

The County intends to issue a formal Purchase Order to purchase the goods and/or services described in this solicitation. The Terms and Conditions that govern all Purchase Orders issued by Jefferson County are available on the Purchasing Department link of the County's Website at www.co.jefferson.ny.us.

It is understood that the successful Contractor is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Contractor's agents or employees be considered subagents for the County.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY BID. REQUESTS FOR BID RESULTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT AT purchasing@co.jefferson.ny.us RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

9. **Disqualification**

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this Bid.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Bidder defaulted under previous contracts with the County.
- If it is determined that the Bidder is already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the services required.

- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.
- Evidence of Collusion among Bidders.
- The Bidder cannot satisfy the County as to ability to perform.

10. Insurance. . In order to be considered for selection to provide the services requested by this solicitation, the company submitting a proposal must agree to not limit professional, general, or other liability to an amount less than the limits of the required insurance coverage stipulated in this document.

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability.

The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability policy. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy. It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

Type of Coverage	MINIMUM Limits of coverage
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of

this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

11. **Indemnification.** CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law. The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.
12. **Venues and Disputes.** The exclusive means of disposing of any dispute arising under a contract with Jefferson County, which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Vendor must proceed diligently with contract performance. The Vendor waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information.
13. **Cooperative Bidding.** It is understood and agreed that in addition to the County of Jefferson, 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. Jefferson County reserves the right to allow all municipal and not for profit organizations and School Districts authorized under the 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

these events the County shall make settlement with the Vendor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Vendor prior to the postponement, suspension, abandonment, or termination of the contract.

16. **Short Term Extension.** In the event a replacement contract has not been issued, any contract may be extended unilaterally by the County for an additional period of up to one month upon notice to the Vendor based on the same terms and conditions as the original contract. With the concurrence of the Vendor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.
17. **Emergency Purchasing.** In the event that a disaster emergency is declared by Executive Order under Section 28 of Articles 2-b of the Executive Law, that an emergency exists requiring the prompt and immediate delivery of products or services, the County reserves the right to obtain such products or services from any source, including but not limited to this contract, as the County determines will meet the needs of such emergency. Vendor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

In the event an official "State of Emergency" is declared the successful Vendor agrees to provide any or all associated products and/or services on a 24/7 basis upon verbal or written notification by a representative of the County Purchasing Department or other assigned representative. Said products or services shall be provided within twelve hours of notification by the County Monday through Friday between 8:00am and 5:00pm and within twenty-four hours during off hours, weekends, or holidays.

Upon request of the County the successful Vendor shall provide a list of at least two names and contact information of the individuals having the authority to initiate the delivery of said products/services as needed. Upon request, the successful Vendor shall also supply a detailed plan for backup delivery of products and/or services in the event their main supplier is unable to fulfill the needs of the County in an emergency situation.

18. Pursuant to the provisions of Section 109 of the General Municipal Law, no Bidder to whom a contract is granted or awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department.

Prior to submitting a subcontractor for approval, bidder shall diligently inquire into the capability, qualifications, and background of the subcontractor, and the submission of a subcontractor for approval shall constitute an affirmative representation by the bidder that the subcontractor is fully capable, qualified, and licensed to provide the subcontracted services. Any subcontract entered into by the bidder pursuant to this bid shall provide that the bidder will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the agreement between the bidder and the County and any other requirements applicable shall be deemed to exist between any subcontractor and the County, nor shall the bidder be relieved of any of the bidder's obligations under this contract, as a consequence of any subcontract approved by the County.

In the event the Bidder shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Bidder, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Bidder and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose

all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

19. The Successful Bidder agrees to comply with any and all applicable laws, codes, and regulations in connection with the goods and services called for in this bid as well as the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The bidder assures the County that in accordance with applicable law: it does not and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious beliefs, sexual preference or handicap.
20. Audit. The County, or its duly authorized agent, shall have access to and copies of the Contractor's records, including any books, electronic media, or programs, or material pertaining to work performed under the contract, at no cost to the County, to determine and verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.
21. FOIL. Submission of a bid or proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and the information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the bid or proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officers' Law of the State of New York.

All material submitted in response to this Bid becomes the property of the County and will be considered public records after the award of the contract. Proposals shall 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 received in response to this Request for Proposal may be subject to disclosure under a provision of 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 Public Officers Law, Article 6, 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, could cause substantial injury to the commercial enterprise's competitive position. 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 as "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. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to 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 shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the

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 the following under penalties of perjury:

- a. "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 NYS Finance Law Section 165-a (3)(b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.
24. Sexual Harassment. 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 in the workplace and provides annual 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. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

BID #2023F-7
TOWING AND RECOVERY SERVICES
DETAILED SPECIFICATIONS

1. SCOPE OF WORK

To provide towing and recovery services for Jefferson County's fleet of vehicles and equipment and as required by the various County Departments, including the Jefferson County Sheriff's Office.

The County currently has a fleet of approximately 300 vehicles and miscellaneous types of motorized equipment.

2. REQUIREMENTS

Vendor shall be licensed and registered to include Tow Endorsement on their license and be able to provide proof of the same if requested.

All Tow Vehicles shall be plainly identified on the vehicle as per New York State Law.

All fees shall not exceed any County, State or Federal regulations regarding towing services and charges.

Towing and mileage estimates shall be for evaluation purposes only and may be more or less depending on the needs of the County.

Vendor shall be required to be available and in compliance with the terms and conditions of this agreement seven days per week, 24 hours per day including holidays and weekends.

Vendors shall be required to provide towing services for vehicles based on the Towing and Recovery Vehicle Identification Guide (TRAA) which can be found as part of this specification.

3. PRICING

Vendor must submit pricing based on each category as identified on the bid pages which follow.

4. AWARD

Award will be made to the vendor offering the lowest overall cost for all categories.


An award will be made to both a primary and secondary provider based on lowest and 2nd lowest overall cost.

5. INVOICING


All invoices shall be sent to the individual department requiring services and shall be invoiced in accordance with the awarded pricing within 30 days of the service date. Each invoice shall state category and hours.

TRAA VEHICLE IDENTIFICATION GUIDE[®]

CLASS 1 • LIGHT-DUTY • (6,000 lbs. or less GVW - 4 tires)*




CLASS 2 • LIGHT-DUTY • (6,001 - 10,000 lbs. GVW - 4 tires)*



Classes 1 and 2 include passenger vehicles, light trucks, minivans, full size pickups, sport utility vehicles and full size vans.


CLASS 3 • MEDIUM-DUTY • (10,001 - 14,000 lbs. GVW - 6 tires or more)*



CLASS 4 • MEDIUM-DUTY • (14,001 - 16,000 lbs. GVW - 6 tires or more)*



CLASS 5 • MEDIUM-DUTY • (16,001 - 19,500 lbs. GVW - 6 tires or more)*




CLASS 6 • MEDIUM-DUTY • (19,501 - 26,000 lbs. GVW - 6 tires or more)*




Classes 3 through 6 include a wide range of mid-size vehicles, delivery trucks, utility vehicles, motorhomes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed and stake trucks, refrigerated and box trucks, small and medium school and transit buses.

CLASS 7 • HEAVY-DUTY • (26,001 - 33,000 lbs. GVW - 6 tires or more)*



CLASS 8 • HEAVY-DUTY • (33,001 lbs. and over GVW - 10 tires or more)*



Classes 7 and 8 include a wide range of heavy vehicles, large delivery trucks, motor coaches, refuse trucks, cement mixers, all tractor-trailer combinations including double trailers.

Information Needed To Correctly Dispatch Towing and Recovery Units:

- Year, Make and Model of Vehicle to be Towed or Recovered
- DOT Classification (Class 1 - 8 based on GVW)
- Location of Vehicle
- Type of Tow (impound, accident, recovery motorist assist, etc.)
- Additional Vehicle Information
 - 2 wheel drive, 4 wheel drive, all wheel drive
 - damage to vehicle, tire condition
 - vehicle loaded or empty
 - cargo contents
 - does the vehicle have a trailer
 - are the keys with the vehicle

Note: Any vehicle may carry hazardous materials. Advise if placarded.

** Note:* The Gross Vehicle Weight Rating (GVWR) of the vehicle to be towed or recovered can be found on the identification label on the vehicle's driver's side doorframe. The number of pounds listed on the label can then be compared with the DOT Classification Vehicle Type Chart for the correct DOT class.

Illustrations © T. J. Publications/Vehicle Identification Guide © TMA

BID #2023F-7
TOWING AND RECOVERY SERVICES
BID PAGE

PRICES SHALL INCLUDE ALL WENCH-OUT SERVICES AND FEES

DESCRIPTION	PRICE FOR THE PERIOD OF 11/01/2023 – 10/31/2024		
CATEGORY 1 - CLASS 1 & 2 VEHICLES		UNIT PRICE	TOTAL PRICE
STANDARD TOW FEE (REGULAR OF FLAT BED)	35 TOWS	\$ _____/TOW	\$ _____
MILEAGE FEE FROM HOOKUP TO DROP OFF	10 MILES	\$ _____/MILE	\$ _____
CATEGORY 2 - CLASS 3-6 VEHICLES			
STANDARD TOW FEE (REGULAR OF FLAT BED)	15 TOWS	\$ _____/TOW	\$ _____
MILEAGE FEE FROM HOOKUP TO DROP OFF	10 MILES	\$ _____/MILE	\$ _____
CATEGORY 3 - CLASS 7-8 VEHICLES			
STANDARD TOW FEE (REGULAR OF FLAT BED)	5 TOWS	\$ _____/TOW	\$ _____
MILEAGE FEE FROM HOOKUP TO DROP OFF	10 MILES	\$ _____/MILE	\$ _____
TOTAL ALL CATEGORIES			\$ _____

COMPANY NAME

BID PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____ Federal ID Number: _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. 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:

- (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 submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

- (1) The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

Printed Name of Signer _____
 Authorized Signature _____
 Title _____
 Date _____

NON-BIDDER'S RESPONSE

For purposes of maintaining accurate Bidder's lists and facilitating your firm's response to our invitation for bid, the County of Jefferson 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 Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. 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 at this time 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: _____

Bid Number: **2023F-7** Bid Name: **TOWING SERVICES** _____

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. 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 165-a of the New York State Finance Law.

- B. A Bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder cannot make the foregoing certification set forth in Paragraph A above, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the bid is made, or his designee, may award a bid, on a case by case basis under the following circumstances:
 - 1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name