

JEFFERSON COUNTY PURCHASING DEPARTMENT
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Date of Notice: October 7, 2022

Notice to Proposers

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **THURSDAY, NOVEMBER 3, 2022 AT 3:00 PM EST** for the following:

RFP 22-41 – PURCHASE OF USED VEHICLES FOR DSS EMPLOYMENT- RELATED TRANSPORTATION SERVICES

Proposals may not be submitted via fax or email, and Proposals received after this deadline will not be eligible for consideration.

The historical value of this contract based on the previous award is approximately \$ 29,000 annually.

Copies of this Proposal may be examined and copies obtained at the County Purchasing Department.

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure.

Any questions regarding this Request for Proposal should be submitted in writing (mail, fax or email) to the Jefferson County Purchasing Department.

INSTRUCTIONS TO PROPOSERS

A. DOCUMENTS

A complete set of documents shall be used to prepare a response to this request. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of the documents which make up this request. A complete set of documents may be examined or obtained from the Jefferson County Purchasing Department

B. GENERAL INFORMATION

This RFP defines the situation for which the services are required, how they are expected to be used and/or problems that they are expected to address.

The County has endeavored to incorporate within these specifications all the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this Request for Proposal. In submitting a proposal, the Proposer is agreeing to provide services consistent with these specifications.

Formal requests for clarification or questions regarding this Request for Proposal should be submitted via email to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601, at Purchasing@co.jefferson.ny.us. Any information given to a Proposer in response to a formal request will be furnished to all Proposers as an amendment to this solicitation if such information is deemed necessary for the preparation of uniform proposals. Only such amendments when issued by the County Purchasing Department will be considered as being binding on the County. Verbal explanations or instructions given by a County employee, consultant, etc, to a Proposer regarding this solicitation shall not be binding on the County, and shall be considered informal unless confirmed in writing by the Purchasing Department. The County will issue no response to any request for clarification received later than ten (10) days prior to the proposal due date.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

C. EVALUATION – AWARD

All proposals received in response to this RFP will be evaluated to determine if they are complete and meet the requirements specified in this RFP. The award of a contract shall be based on the lowest and best proposal received in accordance with the evaluation criteria described below, and whose offer is judged to be the most advantageous to the County. If needed, additional information, and/or interviews may be requested.

Proposal will be evaluated based on the following criteria:

- Proposer Experience – Proposer's qualifications, experience, ability, and track record on providing similar services.
- Ability to deliver high quality services consistent with the project requirements at a reasonable cost
- The Proposer's Fee

The County of Jefferson reserves the right to accept or reject any or all proposals, (in whole or in part), received to waive any technical defect, qualification, omission, informality, or irregularity, to negotiate with all qualified Proposers, or to cancel in part or in its entirety this Request for Proposal if it is deemed in the best interests of the County to do so.

The County of Jefferson may award a contract based upon the proposals received without discussion of such proposals with Proposers. Each proposal should therefore be submitted with the most favorable terms the Proposer can make to the County.

D. QUALIFICATIONS

Each Proposer must be prepared to present satisfactory proof of his capacity and 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 Proposer to complete the requirements of this solicitation. A review may include but not be limited to inspection of the Proposer's facilities and equipment, references or previous contract performance with the County or others.

E. DISQUALIFICATION

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

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined that the Proposer 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 Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

F. NO MISUNDERSTANDING

Prior to submission of a proposal, it is the responsibility of each Proposer to become familiar with the requirements of this RFP. No Proposer may plead misunderstanding or deception because of the misinterpretation of estimates, scope of work, or other issues related to this request.

G. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel.

H. CONTRACT TERM

The initial contract term shall be for a period of One (1) year effective upon date of award.

GENERAL CONDITIONS

In submitting a proposal, a Proposer agrees to be bound by the requirements set forth in the following general conditions. Whenever reference is made to the term “contractor” this shall include the party with whom the County has entered into an agreement, as well as any subcontractors whom the Proposer has engaged to complete portions of this Contract.

- A. The Proposer certifies that the price proposal has been identified independently, without collusion, consultation, communication or agreement for the purposes of restricting competition or any matter relating to such prices with any other Proposer or Competitor.
- B. No employee of Jefferson County has any direct or indirect interest in the award of a contract for he services set forth in this Request for Proposal. The Proposer warrants to the best of his knowledge and belief there are no relevant facts or circumstances which could give rise to an organizational conflict of interest as herein defined, or that the Proposer has disclosed all such relevant information to the County.

The County may terminate any agreement if it is determined that gratuities in the form of entertainment, gifts, or otherwise were offered or given by a Proposer or representative to any County official or employee. The County may also terminate any contract if it is determined that the successful Contractor engaged in any other illegal or improper scheme that may imply favoritism or unfairness incidental to the solicitation process or the performance of the agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate the agreement and/or exercise any other remedy available to it under existing law.

- C. It is understood that the successful Proposer is an independent Contractor and shall not be considered an agent of the County, nor shall any of the Proposer’s agents or employees be considered subagents for the County.
- D. The successful Proposer shall without additional expense to the County be responsible for complying with any and all applicable laws, codes, and regulations in connection with the goods and services identified in this proposal. The County fully complies with the regulatory requirements, spirit, and intent of Affirmative Action and Equal Opportunity Employment. The successful Proposer agrees to comply with the non-discrimination and employment practices as required by applicable State and Federal laws and regulations regarding employment discrimination. The Proposer 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. The Laws of New York State shall apply in construing any and all provisions of the RFP and resulting agreement.
- E. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is 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. In the event the Proposer 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 Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer 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.

F. The exclusive means of disposing of any dispute arising as a result of contract award, which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer 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 a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

G. 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.

H. By submission of a proposal under this solicitation, the Proposer agrees that the County has fifteen (15) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than fifteen (15) days of acceptance time.

A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of fifteen (15) days after the submittal date. All signatures on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

I. FOIL: Submission of a proposal to Jefferson County shall be deemed consent for the proposal to be publicly identified, and information contained therein shall be deemed a matter of public record unless such information is designated by the party submitting the proposal as trade secrets or other information allowed to be kept confidential pursuant to the Public Officer's Law of the State of New York.

All material submitted in response to this RFP 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 RFP 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 Proposer 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.

"When submitting a proposal for consideration, unless otherwise noted, all proposers understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

J. Non-Appropriations Clause. The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation 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 this solicitation.

K. Iranian Energy Sector Divestment. Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. 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
2. 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 Proposer 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 Proposer pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. “By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Proposer 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 Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request 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 Proposal to any Proposer 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 Proposer 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 proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

- L. 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>

DETAILED SPECIFICATIONS

INTRODUCTION

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) which created the Temporary Assistance for Needy Families (TANF) program provided states with opportunities to develop and implement creative and innovative strategies to move families from welfare into lasting employment. The 1996 federal welfare reform bill recognized that transportation would be a major obstacle in assisting TANF-eligible individual to obtain employment. Since 2009, Jefferson County Department of Social Services (JCDSS) has supported innovative transportation projects that assist eligible individuals to attain or maintain self-sufficiency. Transportation continues to be one of the main challenges facing individuals making the transition from welfare to work.

It is this Agency's intention to comply with work participation requirements expressed in Part 385 of 18 NYCRR, by ensuring that appropriate recipients of public funds be engaged in work. It is also this Agency's intention to meet its Federal and State mandates by identifying the most efficient and effective means of transitioning individuals to the workforce and helping them to remain employed, therefore to self-sufficiency.

PURPOSE

The Jefferson County Department of Social Services (hereinafter "JCDSS") announces a funding opportunity for employment-related transportation services for Temporary Assistance eligible individuals, eligible individuals not currently in receipt of TANF assistance but eligible under the 200% of federal poverty level income guidelines, and eligible non-custodial parents.

The Employment Related Transportation Services for the TANF Program is designed to address their employment related transportation needs enabling them to obtain and retain employment and to achieve self-sufficiency.

The goals of this Program are to provide eligible individuals with:

- ◆ Employment related transportation services, meeting individualized needs to enable each to achieve and maintain financial independence.
- ◆ Rapid response (within 30 days of referral) to employment related transportation services referrals that can expeditiously move Program participants to self-sufficiency.
- ◆ Follow-up services for 180 days post-vehicle receipt to determine if vehicles are in working order and individuals are still employed.

Based on program funding, Jefferson County Department of Social Services anticipates being able to purchase approximately five (5) to seven (7) used vehicles.

Applicants are encouraged to use innovative and cost-effective approaches for the delivery of these services.

SPECIFICATIONS

REGULATORY COMPLIANCE

Work performed by the Proposer must be in accordance with applicable Federal and State statutes and regulations.

TARGET POPULATION

The Program must serve individuals who are employed, working a minimum of 20 hours per week, earning at least minimum wage, and be working "on the books." Individuals that can verify a bonified job offer will also be considered.

Individuals must be eligible for TANF services, including Family Assistance recipients, as well as other eligible individuals not currently in receipt of TANF assistance but eligible under the 200% of federal poverty level income guidelines, and eligible non-custodial parents.

To be eligible for the Program individuals must verifiably demonstrate a current work-related need for transportation services.

PROGRAM SERVICES

General Provisions

For JCDSS clients the specific goals of the Employment-Related Transportation Program are to provide eligible individuals with employment related transportation services that will enable each to achieve and maintain financial independence.

Requirements for Customers with Disabilities

All awards made under this RFP shall comply with Federal, State and County Law in the provision of equal access of services to customers with disabilities. People with disabilities are entitled to reasonable accommodations and modifications that allow them to fully participate in funded programs. Any products developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the American with Disabilities Act.

Program Eligibility

To be eligible for Program, the individual must be at least 18 years of age and a Jefferson County resident either in receipt of or eligible for federal Temporary Assistance for Needy Families (TANF),

New York State Office of Temporary and Disability Assistance has issued a Local Commissioners Memorandum (00 LCM-20) to provide guidance regarding the certification requirements and services for TANF-funded programs serving eligible individuals and families with incomes at or below 200% of the federal poverty level. The TANF Services Certification/Application Form and the TANF Services Certification Application Review Form, which are part of 00 LCM-20, must be completed for all applicants for 200% services.

In brief, to be eligible under the 200% guidelines, an individual must:

- Be a resident of New York State;
- Be a United States citizen or qualified TANF non-citizen;
- Be a member of a family that includes a minor child or pregnant woman or be a noncustodial parent of a minor child. A minor child is defined as a child under the age of 18, or under age 19 and attending secondary school or its equivalent; and
- Have a gross family income that does not exceed 200% of the federal poverty level listed in Section 2.3.4 Program Documentation below.

In order to qualify under the 200% eligibility standards, a noncustodial parent is required to provide additional information regarding his/her noncustodial children. The information will be forwarded to the local child support office for the purpose of obtaining or enforcing a child support order.

Specified Services

The Program must provide or arrange for the following array of services and activities:

- ◆ Vehicle Ownership
- ◆ Vehicle Registration and Insurance
- ◆ Vehicle Repair
- ◆ Follow-up Services

Program Referrals and Individual Eligibility Determination

JCDSS will complete an assessment of need, identify services to be provided, and send a referral for the specified services to the Proposer.

Program services will be provided in the following manner:

Vehicle Ownership – The Proposer will provide vehicles only to individuals approved by JCDSS who are currently employed at least 20 hours per week working, earning at least minimum wage, and working “on the books” for whom vehicle ownership is the best solution. Prospective vehicle recipients must have a current valid motor vehicle driver license, must never have had a DWI or a DWAI conviction, and may not have a motor vehicle currently registered and insured to them, unless they can provide evidence that such vehicle is unrepairable. JCDSS will do a New York State Motor Vehicle Registry check to determine this. Vehicles may only be purchased for individuals who do not live within two miles of public transportation and who have no other means of transportation, or who work during a time when public transportation is unavailable in one direction or the other.

All vehicles must be less than ten (10) years of age, the odometer must read less than 100,000 miles, have automatic transmissions, have at least four (4) doors, and minimally meet the Kelley Blue Book® definition of *good condition*, which means the vehicle is in reasonable running condition and:

- ◆ Frame is unaltered
- ◆ Engine and transmission are fully operable, but may need some service
- ◆ Steering and suspension have minimal wear,
- ◆ The air conditioning/heater are fully functional
- ◆ Electronics (window/locks/radio, etc.) are functional with minor fault(s)
- ◆ Exterior only has moderate scratches, chips, dents or surface rust,
- ◆ Minor interior blemishes of normal wear, and has no odor,
- ◆ Tires match and have 50% or more of tread,
- ◆ Clean title history and will pass safety and smog inspection,
- ◆ Some service records are available, and
- ◆ Will pass New York State Motor Vehicle inspection.

Each vehicle must be checked against the National Highway and Traffic Safety Administration’s Safety Issues and Recalls List at <https://www.nhtsa.gov/recalls> to learn if it is still in need of repair as part of a safety recall. For any vehicle on such list, the Proposer must verify that the repair was made prior to delivery to a client.

In general, the County will pay up to \$8,000.00 for a vehicle that needs no repairs \$10,000.00 for a vehicle that includes concomitant repairs or items needed for the vehicle to pass New York State Motor Vehicle inspection. Such repairs must include replacement of tires that appear to have less than half of their tread life left.

The Proposer is not expected to retro fit vehicles to accommodate disabled drivers unless the cost of a vehicle together with the changes does not exceed \$10,000. With the JCDSS Director of Temporary Assistance’s written permission, (e-mail is permitted) the Proposer’s Transportation Broker may be approved to make an exception to this amount in extenuating circumstances. The County does not expect to pay the maximum amount permitted under Department regulations for every vehicle purchased and provided to program participants. It is assumed that suitable vehicles may be obtained for less than that amount.

The Proposer must ensure that the vehicle recipient is provided with a New York State Lemon Law compliant warranty for vehicles falling under its provisions or, for those vehicles that do not, with a written limited warranty of at least 30 days and/or 1,000 miles whichever occurs earlier. The Proposer must provide JCDSS with a copy of the written limited warranty its sub-contractor proposes to use.

The Proposer must submit a copy of the NYS Motor Vehicle Inspection Certificate with its billing for the vehicle.

Vehicle Registration Services Vehicle registration fees must be paid in addition to the vehicle's purchase price for eligible individuals receiving vehicles through the Vehicle Ownership component. JCDSS will reimburse the Proposer for the cost of the registration fees up to \$200.

Vehicle Insurance Services -The Proposer will assist individuals with obtaining car insurance quotes and pay a down-payment towards the individuals car insurance, which may not exceed \$500. JCDSS will reimburse the Proposer for the cost of the insurance down-payment. With the JCDSS Director of Temporary Assistance's written permission, (e-mail is permitted) the Transportation Broker may be permitted to make an exception in extenuating circumstances to the maximum amount of down-payment for the insurance.

Vehicle Repair Services for individuals not receiving a vehicle thru Program – The Proposer will provide vehicle repair services for individuals referred by JCDSS.

In general, a one-time payment of up to \$1,500 may be made for an individual client's repairs. With the JCDSS County Director of Temporary Assistance's written permission (e-mail is permitted) the Transportation Broker may be permitted to make an exception to this in extenuating circumstances and may also allow the purchase of tires.

The Proposer's sub-contracted vendor(s) shall honor the warranty period covered by the part manufacturer.

Follow-Up Services- The Proposer must contact participants who have received a vehicle at the 3-month mark and the 6-month mark post receipt of service. This contact can be in person or via phone. Follow-up services include, but are not limited to:

- Ascertaining from the participant whether the vehicle they received is in working order.
- Provide repairs with prior approval from JCDSS.

RECORDING REQUIREMENTS

Case Records

The following must be provided to JCDSS to be maintained in the individuals case record:

- Copies of client provided documentation, including driver's license;
- Copy of the current title of the vehicle to be provided to the participant,
- Copy of any repair invoices for the participant's vehicle;
- Copy of the NYS Inspection Certificate for the participant's vehicle;
- Copy of insurance card for vehicle to be provided to participant; and

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-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, 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 proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal 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 proposal.
- Incorrect address used. Correct mailing address is:

- Our branch/division handles this type of proposal.
Correct name and mailing address is:

- We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

- We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative

DATE: _____

**RFP Number: 22-41 RFP Name: PURCHASE OF USED VEHICLES FOR DSS EMPLOYMENT - RELATED
TRANSPORTATION SERVICES**

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

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer 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 Proposal 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 Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal 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 proposal is made, or his designee, may award a proposal, 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 Proposer 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