

**JEFFERSON COUNTY PURCHASING DEPARTMENT  
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Date of Notice: August 11, 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 #23-26 TIRES FOR VARIOUS ON & OFF ROAD VEHICLES**

The historical value of this contract based on the previous award is approximately \$100,000.00 annually.

Bids will be received by the County until **THURSDAY, AUGUST 31, 2023 at 3:15 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 ten (10) 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](http://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](mailto:purchasing@co.jefferson.ny.us) RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.**

9. Disqualification

The County reserves the right to reject any bid 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.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
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



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 bid for consideration, unless otherwise noted, all bidders 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."

22. Equivalency. In submitting a proposal, the Bidder is agreeing to provide goods and services consistent with the specifications. Where a brand name or equivalent specification is used in this solicitation, the use of any brand name noted is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

A Contract, if awarded, will be on the basis of materials and equipment as described in the Drawings, or the Specifications, and "or equal" items submitted by the Bidder and accepted by the County. The Bidder may offer "or equal" items that meet the same performance or reliability standards as specified herein. If the Bidder offers an "or equal" item, the Bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said "or equal" items shall be accepted or rejected based upon the County's evaluation of the submitted documentation. All costs associated with the review of any "or equal" items prior to recommendation to award, shall be at the Bidder's expense.

If a submitted "or equal" item is rejected, the Bidders shall be afforded an opportunity to meet with the County to offer additional qualifying opinions and information prior to the County rejecting the bid. The Bidder shall not have the opportunity to submit any alternative materials or equipment after the bids are opened.

The decision to accept or reject an "or equal" item rests solely with the County. If a substitute "or equal" item is not accepted by the County, the bid will be deemed non-responsive and the County shall reject this bid. The next lowest responsive bid shall then be reviewed for recommendation of award.

23. Jefferson County may access contract pricing available through New York State contracts, GSA Schedule 70, Schedule 84, and Schedule 1122 contracts, and may "piggyback" on some contracts let by other municipal governments. If your products or services are offered through one of these sources you may offer the pricing of the alternate contract already in place.

If at any time during the term of this contract the successful vendor also has a NYS, GSA, or other contract legally available to the County through General Municipal Law, the County reserves the right to purchase from any or all of the contracts and the vendor agrees to supply goods or services in accordance with that contract if requested to do so.

24. Requirements Contract. Bidder acknowledges that the Contract that will be entered into as a result of this solicitation will be a Requirements Contract, and the County guarantees no minimum or maximum purchases will be made. The County will have no obligation to the Contractor if no items or services are required. Any quantities which are included are the present expectations for the period of the contract and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The bidder further understands that the County may require services in excess of the estimated annual contract amount and that such excess shall not



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.
27. Contract Price Adjustments, All prices submitted must remain firm for a period of six (6) months from the date of award.

The change in price structure (increase or decrease) must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics which is available at <https://stats.bls.gov>.

If, at the end of six months,, the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, shall immediately notify the County in writing. The County may, but is not required to, consider an adjustment in the contract terms and/or pricing.

Should the County in its sole discretion determine during the Contract term that the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the contract terms and/or pricing is mutually agreeable, the County may terminate the contract through written notice to the vendor, purchase from an alternate source, or rebid the contract.

28. 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>
29. Fuel Surcharge. The County shall consider the implementation of a fuel surcharge as a result of a national or worldwide catastrophe that causes the "Weekly US On-Highway Diesel Fuel Price" for the Central Atlantic (New York State) region to exceed 1.5 times the price per gallon at the time of bid opening. (The per gallon price on date of bid opening will be set forth in the Contract Award letter). For example, if the price at the time of Bid Opening is \$4.00 a gallon; the price per gallon would have to exceed \$6.00 a gallon before Jefferson County would consider implementing a fuel surcharge.

**BID #23-26**  
**TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES**  
**DETAILED SPECIFICATIONS**

Jefferson County is seeking bids for various on and off road tires to be used on County vehicles and equipment.

Contract shall remain valid for One-year period beginning 10/1/22 with one year option for extension upon agreement of both parties. Price changes will be considered only when such changes are nationally published by the Manufacturer and requested in writing through the Jefferson County Purchasing Department as defined in the 'Contract Price Adjustment' Section of this bid. No price change will be granted without prior written approval by the Jefferson County Purchasing Department or its authorized personnel.

**GENERAL:**

The manufacturer's certification that the tires offered conform to the Federal CTQP Administrator's Approval-Requirements & ASTM Standard/s, and test procedures and test results confirming this certification, shall be furnished upon request.

Tires shall be identified by the manufacturer's brand name & complete trade designation and shall be those, or a better grade than those supplied as original equipment to at least one of the following: Chrysler Corp.; Ford Motor Co.; General Motors Corp.; Major Truck Manufacturers; Farm Equipment Manufacturers; Road Maintenance Equipment and Earthmoving Equipment Manufacturers.

Tests for patrol tire quality shall meet or exceed that published in the New York State Office of General Services Contract.

The tires shall be independently tested and certified to satisfy the requirements hereinafter: including their respective CTQP, Tire Group, Tire/Tread Class Definition/s, Code Definitions/s, Speed Category Code, Tire Size Designation, Tire Load-Ply-Star Rating, and/or UTQG tread-wear-traction-temperature designations; as requested at the solicitation's item and/or sub-item levels. Units offered shall comply with the latest revision thereof, or when tentative document designations used have not been finalized, its predecessor document's requirements shall be acceptable.

**HIGHWAY TIRES:**

Highway Tires including (but not limited to): passenger car tires, high-speed/police-pursuit tires, light truck tires, truck/bus/trailer (medium & heavy duty) tires shall be CTQP/CATL approved and listed per the following document requirements:

ASTM Standard F1922, Test Method for Tires, Pneumatic, Vehicular, Highway (formerly ZZ-T-381 and PS63-97) CTQP-AM-1922, Administrator's Approval and Requirements Manual for Tires, Pneumatic, Vehicular Highway CATL-1922, Jun2002, Cooperative Approved Tire List (CATL) for Tires Pneumatic, Vehicular Highway (replaces previous version CATL-1922, Apr2001 and the former GSA OPL ZZ-T-381-7, Jun96 and CATL63-97).

**OFF-ROAD/LOW SPEED TIRES:**

Off-Road/Low Speed Tires including (but not limited to off-highway tires (mining and logging, compactor, earthmoving, loader and dozer, grader and traction grader) shall be CTQP/CATL approved and listed per the following document requirements:

ASTM Standard F1923, Test Method for Tires, Pneumatic, Vehicular, Low Speed, Off Highway (formerly ZZ-T-1083 and PS86-97) CTQP-AM-1923, Administrator's Approval and Requirements Manual for Tires, Pneumatic, Vehicular, Low Speed, Off Highway CATL-1923, Jun2002, Cooperative Approved Tire List (CATL) for Tires, Pneumatic, Vehicular, Low Speed, Off Highway (replaces all previous versions of CATL-1923 and the former GSA QPL ZZ-T-1083-3, Sep94).  
**Manufacturer's standard agricultural and industrial tires are acceptable.**

**DELIVERY AND AVAILABILITY:**

Delivery of all tires shall be within forty-eight (48) hours of order placement. Time is of the essence in regard to the delivery of tires. Any vendor not able to provide a tire within the stated forty-eight (48) hours will be asked to confirm this either through an e-mail to the Purchasing Dept. or Highway Dept.

**DELIVERY CONDITION:**

**NEW & RECAPPED:**

All New tires shall be "NEW AND UNUSED" and a currently manufactured product. Recapped and/or remanufactured tires will be accepted where noted. If a tire is delivered with deviations, readily noticeable manufacturing defects, or improper servicing, the contractor must arrange to have the necessary work completed or a replacement tire provided within five (5) days after receipt of written notification from the department. Otherwise, the County will make the corrections at the contractor's expense.

**BID PRICING / AWARD:**

Vendor is requested to price each item with and without mounting costs. **Vendors are not required to bid all items listed.**

Award will be made based on a line by line basis to individual or multiple companies whichever is in the best interest of the County.

Jefferson County reserves the right to purchase from any available New York State Contract should that pricing be lower and in the best interest of the County.

**REPAIRS:**

Tire and Rim Repairs will be awarded to all qualified bidders to be charged based on Hourly labor rate and % above cost from Dealers Invoice for parts.

All repairs shall be completed within five (5) working days unless a "section" is required. Jefferson County reserves the right to have the repair completed by another vendor if the five (5) day completion cannot be met.

*24 hour Road Service shall be available.*

*Vendors may need to be able to service calcium filled tires and have the ability to remove and change tires with liquid calcium*

**WARRANTIES:**

All tire warranties must meet or exceed the Manufacturers stated warranties.

**ADDITIONAL ITEMS:**

Jefferson County reserves the right to add additional tires to this bid at prices agreed upon, in writing, by the vendor and the County during the contract term.

**BID #23-26**  
**TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES**  
**FOR THE HIGHWAY DEPARTMENT AND AIRPORT**  
**BID PAGE**

** PLEASE NOTE THAT IT IS NOT NECESSARY TO SUBMIT A BID ON EVERY ITEM LISTED IN THIS BID.							
Bid Item #	Manufacturer / Vendor Reference Number	Tire Size	Style/Current Application	Manufacturer/ Brand of Tire Bid	Model	Price Per Tire (No Mounting) (Pick Up Only)	Price Per Tire With Mounting (Must Include Dismount, Mount & Valve Stem)
<b>FOR THE PERIOD 10/1/23 - 9/30/24</b>							
<b>WHEELS - TUBES</b>							
1		10.00R 20	Tube				
2	552-867	10/11.2/12.4R24 TR218	Tube				
3		25 X 11 R10	John Deere Gater Tube				
4		13 X 5.00 X 6	Pressure Washer Tube				
5	551-813	27x8.50/9.50/10.50-15	TR 15 CW Tube				
6	551-783	6.50/7.50/7.60-15-16	TR 15 Tube				
7	551-880	9.5X15	TR 15 Tube				
8	FIR298073	22.5X12.5	Duplex Wheel (White)				
9	29195	19.5X7.50	Accuride Wheel (White)				
10	28408	22.5X8.25	Accuride Wheel (White)				
11	29039	22.5X9.00	Accuride Wheel (White)				
12	29300	22.5X9.00	Accuride Wheel (White)				
13	28827	24.5X8.25	Accuride Wheel (White)				
14	27404	22.5X8.25	Accuride Wheel (White)				
15	27406	24.5X8.25	Accuride Wheel (White)				
16	50409	24.5X8.25	Accuride Wheel (White)				
17	FIR29884PG	19.5x6.75	10 Hole Wheel (White)				
18		24.5X9.00	Wheel (White)				
<b>LAWN AND GARDEN</b>							
19	Carlisle CL5120211	13X5.00-6	Pressure Washer Tire				
20	Carlisle 5110211	13X5.00-6	Turf Saver				
21	Carlisle 5110301	15 x 6 - 6	TurfMaster Turf Front				
22	Carlisle 5114011	16X6.5-8	TurfMaster Turf Front				
23	Maxam Model 601	16.25X6X11.25	Solid				
24	Carlisle 474351	18X7-8	Multi-Trac Turf Front				
25	Carlisle 5743U11	18X8.5-10	Multi-Trac Turf Front				
26	Carlisle 511071	18X8.5-8	Turf Saver Turf Front				
27	Carlisle CL5743C2	20X10.00-10.6	CRL Multi Traction Turf Rear				
28	Deestone D838 C/6Ply	23X10.5-12	Turf				
29	Stens 160-433	24X11.5-12	Super Turf 4 Ply Solid				
30	Carlisle 511409	24X12-12	Turf Master				
31	Carlisle 510016	25 X 11 R10	John Deere Gater Tire All Trail				
32	Carlisle 589308	25X11R10	AT 489 ATV/UTV				
33	Carlisle 574376	26X10.5-12	Multi-Trac C/S Lawn/Turf				
34	Carlisle 560466	26X 11R12	A.C.T HD ATV/UTV				
35	Carlisle 3743611	26X12-12	Multi-Trac C/S Lawn/Turf				
36	Carlisle 6P1272	26X9 R12	Versa Trail ATR ATV/UTV				
37	Carlisle 560478	29X12.5-15	Multi Trac CS Turf Rear				
38	Aircrat AC 0422	29X9.00-15	Landpride Mower tire 16 Ply				

**BID #23-26**  
**TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES**  
**FOR THE HIGHWAY DEPARTMENT AND AIRPORT**  
**BID PAGE**

** PLEASE NOTE THAT IT IS NOT NECESSARY TO SUBMIT A BID ON EVERY ITEM LISTED IN THIS BID.							
Bid Item #	Manufacturer / Vendor Reference Number	Tire Size	Style/Current Application	Manufacturer/ Brand of Tire Bid	Model	Price Per Tire (No Mounting) (Pick Up Only)	Price Per Tire With Mounting (Must Include Dismount, Mount & Valve Stem)
						FOR THE PERIOD 10/1/23 - 9/30/24	
<b>AUTOMOTIVE - LIGHT TRUCK</b>							
39	Firestone 148929	205/65 15	Winterforce				
40	Firestone 005345	225/70R15	Destination LE3				
41	Firestone 148470	235/7515	Winterforce				
42	Firestone 005346	235/75R15	Destination LE3				
43	Firestone 014043	P235/75R15	Destination AT2				
44	Firestone 003816	P215/60R16	All Season				
45	Firestone 002758	LT215/85R16	Transforce HT2				
46	Firestone 000180	LT225/75R16	Transforce AT2				
47	Firestone 149184	225/60/16	Winterforce				
48	Goodyear 732354148	225/6016V	Eagle RS Police				
49	Firestone 005842	235/65R16	Winterforce CV				
50	Firestone 004709	235/65R16	Transforce CV				
51	Goodyear 407378374	LT225/70R16	Assurance All-Season				
52	Firestone 014111	LT225/75R16	Destination AT2				
53	Firestone 246250	LT225/75R16	Winterforce				
54	Firestone 005354	LT265/70R16	Destination LE3				
55	Firestone 014213	235/70R16	Destination AT2				
56	Firestone 000179	235/85R16	Transforce AT2				
57	Firestone 002759	LT235/85R16	Transforce HT2				
58	Firestone 005341	P245/70R16	Destination LE3				
59	Firestone 000181	LT245/75R16	Transforce AT2				
60	Firestone 000182	265/75R16	Transforce AT2				
61	Firestone 189803	LT875R16.5	Transforce HT				
62	Firestone 189820	9.50R16.5E	Transforce HT2				
63	Firestone 00183	LT225/75R17	Transforce AT2				
64	Firestone 000185	LT235/80R17E	Transforce AT2				
65	Firestone 004384	LT235/80R17E	Destination XT				
66	Firestone 014519	P245/65R17	Destination AT2				
67	Firestone 000184	LT245/75R17	Transforce AT2				
68	Firestone 002777	LT245/75R17	Transforce HT2				
69	Firestone 014383	245/70R17	Destination AT2				
70	Firestone 014417	P255/70R17	Destination AT2				
71	Firestone 013868	LT265/70R17	Transforce AT2				
72	Firestone 148351	265/70R17	Winterforce				
73	Firestone 14434	265/70R17	Destination AT2				
74	Firestone 005374	265/70R17	Destination LE3				
75	Goodyear	255/70R18	Enforcer				
76	Goodyear 732003567	225/60R18	Enforcer				

**BID #23-26**  
**TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES**  
**FOR THE HIGHWAY DEPARTMENT AND AIRPORT**  
**BID PAGE**

\*\* PLEASE NOTE THAT IT IS NOT NECESSARY TO SUBMIT A BID ON EVERY ITEM LISTED IN THIS BID.

Bid Item #	Manufacturer / Vendor Reference Number	Tire Size	Style/Current Application	Manufacturer/ Brand of Tire Bid	Model	Price Per Tire (No Mounting) (Pick Up Only)	Price Per Tire With Mounting (Must Include Dismount, Mount & Valve Stem)
FOR THE PERIOD 10/1/23 - 9/30/24							
77	Goodyear 110876545	235/50R18	Enforcer				
78	Firestone F009165	235/55R18	Weathergrip BW				
79	Goodyear 732004567	245/55R18	Enforcer				
80	Goodyear 732005558	255/60R18	Enforcer All Weather				
81	Good year 732009563	255/60R18	Eagle Enforcer Winter				
82	Firestone 014740	P265/60R18	Destination AT2				
83	Firestone 005391	265/60R18	Destination LE3				
84	Firestone 014689	265/65R18	Destination AT2				
85	Firestone 000189	LT275/70R18	Transforce AT2				
86	Firestone 003050	P235/55R19	All Season				
87	Firestone 9168	P235/55R19	Weathergrip BW				
88	Firestone 014757	P275/60R20	Destination AT2				
89	Firestone 000189	LT275/70R18	Transforce AT2				
<b>TRAILER</b>							
90	Carlisle 519318	480-8	Sport Trail				
91	Carlisle 6H04511	175/80R13	Trail HD Trailer				
92	Carlisle 6H04531	185/80R13	Trail HD Trailer				
93	Hankook 2001939	185R/14	RA18 Trailer 8 Ply				
94	Carlisle 6H01351	ST205/75D14	Sport Trail LH Trailer				
95	Carlisle 6H01451	ST205/85D 14.5	Sport Trail HD Trailer/Highway				
96	Carlisle 6H04561	ST205/75R14	Trail HD Trailer				
97	Carlisle 6H04621	ST225/75R15	Trail LH Radial Trailer				
98	Carlisle 6H01231	ST205/75D15	Sport TR1 BiasTrailer				
99	Michelin 82636	215/75R17.5	XTA Trailer 18 Ply				
100	Hankook 3003746	245/70R17.5	TH31 TL Trailer				
<b>MISC EQUIPMENT</b>							
101	Casmo	10.00-20	Tractor tire				
102	52F398	1000-16D	CRL 3 Rib Tractor Tire				
103	Maxum MS906	10X16.5	Skid Steer Tire				
104	Maum951	11.2 R24	Tractor tire				
105	Firestone F365180	11.2-24/D	Tractor tire				
106	Michelin 94021550 BKT	12.4R24	Tractor tire				
107	Maxam	12-16.5	Back Hoe Front Off Road				



**BID #23-26**  
**TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES**  
**FOR THE HIGHWAY DEPARTMENT AND AIRPORT**  
**BID PAGE**

** PLEASE NOTE THAT IT IS NOT NECESSARY TO SUBMIT A BID ON EVERY ITEM LISTED IN THIS BID.							
Bid Item #	Manufacturer / Vendor Reference Number	Tire Size	Style/Current Application	Manufacturer/ Brand of Tire Bid	Model	Price Per Tire (No Mounting) (Pick Up Only)	Price Per Tire With Mounting (Must Include Dismount, Mount & Valve Stem)
						FOR THE PERIOD 10/1/23 - 9/30/24	
108	Starmax	19.5-24	Back Hoe Rear Off Road				
109	Deestone D905	12-16.5 LT	Trailer/Highway				
110	Maxam 906	12X16.5	Skid Steer Tire				
111	BKT 94003341	13.6X28	Tractor tire				
112	Allience 655 A1655003457	1400R 24	Kodiak Snow Blower				
113	BKT TR135 94003457	14.9-24	R1				
114	SGG 425214	1400X24	Ag Tire				
115	Goodyear R4T33L	14X17.5 6 Ply	R14T				
116	Goodyear R4T3G8	23X8.50-12	R14T				
117	DS6119	14X17.5	DSTN B304 SKS R4 TL Skid Steer Tire				
118	Casmo 143937966	15.5/80-24	Traction Tire				
119	BKT RT855 94021734	16.9/R30	Rear Tractor				
120	Carlise 6A06182	16.9/28	Rear Tractor				
121	Goodyear GY133534596	18.00-25 16	Paver Tire				
122	Maxam 951020	18.4R30	Ag Tire Drive				
123	BKT TR135 94003839	18.4-34	Ag Tire Drive				
124	Carlisle CL5190011	2.80/2.50-4	Saw Tooth Lav Tire				
125	Maxam MS301 30104	20.5R25	Wheel Loader				
126	Michelin XHA2 84298	20.5R25	Wheel Loader				
127	Maxam	21X7X15	Solid Forklift tire				
128	Maxam MS301	23.5X25R	Wheel Loader				
129		265/70/D/10-16.5	Skid Steer Tire				
130	Maxam MS907 60701	305/70 16.5	Skid Steer Tire				
131	94035106	480/85R34	BKT Ride Max IT 696TL Tractor/Off Road				
132	BKT TF 9090 94021123	7.50X16	Tractor Rib				
133	Power King SH 720 HT2050	7.50X20	Airport Tug				
134	Firestone Regency 378338	7.60X15	Ag Impliment				
135	Carlisle 52F344	9.5-15	Rib Front				

**BID #23-26  
TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES  
FOR THE HIGHWAY DEPARTMENT AND AIRPORT  
BID PAGE**

<b>** PLEASE NOTE THAT IT IS NOT NECESSARY TO SUBMIT A BID ON EVERY ITEM LISTED IN THIS BID.</b>							
<b>Bid Item #</b>	<b>Manufacturer / Vendor Reference Number</b>	<b>Tire Size</b>	<b>Style/Current Application</b>	<b>Manufacturer/ Brand of Tire Bid</b>	<b>Model</b>	<b>Price Per Tire (No Mounting) (Pick Up Only)</b>	<b>Price Per Tire With Mounting (Must Include Dismount, Mount &amp; Valve Stem)</b>
						<b>FOR THE PERIOD 10/1/23 - 9/30/24</b>	
<b>Repair Rates applicable to any and all tires: (See Page 12-REPAIRS)</b>							
	<b>Labor Rate \$ _____/Hour</b>						
	<b>% Mark Up from Dealers Invoice for Parts %</b>						
	<b>Disposal Fee \$ _____ / Tire</b>						
	<b>**Contract Price Adjustment:</b>						
<b>All prices submitted must remain firm for a period of six (6) months from the date of award.</b>							
<b>The change in price structure (increase or decrease) must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers, as</b>							
<b>if, at the end of six months, the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, shall</b>							
<b>Should the County in its sole discretion determine during the Contract term that the contract price structure results in prices which are unreasonable, excessive,</b>							
<b>Please check one:</b>			<input type="checkbox"/> <b>Agree to Extend one year with pricing based on above **Contract Price Adjustment</b>				
			<b>OR</b>				
			<input type="checkbox"/> <b>Do not Agree to Optional Year</b>				
<b>COMPANY NAME:</b>						<b>DATE:</b>	

**BID #23-26  
TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES  
FOR THE SHERIFF DEPARTMENT  
BID PAGE**

<b>** PLEASE NOTE THAT IT IS NOT NECESSARY TO SUBMIT A BID ON EVERY ITEM LISTED IN THIS BID.</b>								
Bid Item #	Manufacturer/Vendor Reference Number	Tire Size	Style/Current Application	Manufacturer/ Brand of Tire Bid	Model	Price Per Tire (No Mounting) (Pick Up Only)	Price Per Tire With Mounting (Must Include Dismount, Mount & Valve Stem)	
						<b>FOR THE PERIOD 10/1/23 - 9/30/24</b>		
1		185/80/R13	CARLISLE ST (Jet Ski Trailer)					
2		205/75/R14	TRAILER TIRE (ATV/Snowmobile Trailer)					
3		225/60R18	GOODYEAR EAGLE ULTRA GRUP HIGHWAY PURSUIT					
4		225/60R18	V-RATED GOODYEAR EAGLE ENFORCER WINTER (Dodge Charger)					
5		225/75R15	TRAILER TIRE (Crime Scene Traller)					
6		235/65/R16C	FIRESTONE WINTERFORCE CV (Ford Transit Van)					
7	F005842	235/65/R16C	WINTERFORCE CV121R STUDLESS (Ford Transit Van)					
8		235/65/R16C	TRANSFORCE CV (Ford Transit Van)					
9		245/55R18	GOODYEAR EAGLE ULTRA GRIP GW3					
10		255/60R18	V-RATED GOODYEAR EAGLE ENFORCER WINTER (Dodge Durango, P/Ford SUV)					
11		255/70/R17	FIRESTONE DESTINATION OR SIMILAR ALL SEASON SUV (Tahoe)					
12		265/60R18 M & S	STANDARD NON-PURSUIT (Dodge Durango NP)					
13		37x12.50R16.5	HUMVEE					
14	H2000233NTO	395/85R20	MICHELIN XZL (MRAP)					
15		LT225/75R16	ALL TERRAIN (Sert Van)					
16		LT225/75R17	ALL TERRAIN (Chevy 3500 Dually)					
17		LT245/75R16E	ALL TERRAIN (White Boat Trailer)					
18		LT265/70R17	FIRESTONE DESTINATION OR SIMILAR ALL SEASON SUV					
19		ST175/80R13	TRAILER TIRE (Car Seat Trailer)					
<b>Repair Rates applicable to any and all tires: (See Page 12-REPAIRS)</b>								
<b>Labor Rate</b> \$ _____/Hour								
<b>% Mark Up from Dealers Invoice for Parts %</b>								
<b>Disposal Fee</b> \$ _____/ Tire								
<b>**Contract Price Adjustment:</b>								
All prices submitted must remain firm for a period of six (6) months from the date of award.								
The change in price structure (increase or decrease) must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics which is available at <a href="https://stats.bls.gov">https://stats.bls.gov</a> .								
If, at the end of six months, the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, shall immediately notify the County in writing. The County may, but is not required to, consider an adjustment in the contract terms and/or pricing.								
Should the County in its sole discretion determine during the Contract term that the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustments in the contract terms and/or pricing is mutually agreeable, the County may terminate the contract through written notice to the vendor, purchase from an alternate source, or rebid the contract.								
<b>Please check one:</b>		<input type="checkbox"/> Agree to Optional Year with pricing based on above **Contract Price Adjustment						
		<b>OR</b>						
		<input type="checkbox"/> Do not Agree to Optional Year						
<b>COMPANY NAME:</b> _____						<b>DATE:</b> _____		

**BID #23-26**  
**TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES**  
**FOR THE RECYCLING DEPARTMENT**  
**BID PAGES**

<b>** PLEASE NOTE THAT IT IS NOT NECESSARY TO SUBMIT A BID ON EVERY ITEM LISTED IN THIS BID.</b>							
Bid Item #	Manufacturer/ Vendor Reference Number	Tire Size	Style/Current Application	Manufacturer/ Brand of Tire Bid	Model	Price Per Tire (No Mounting) (Pick Up Only)	Price Per Tire With Mounting (Must Include Dismount, Mount & Valve Stem)
							<b>FOR THE PERIOD 10/1/23 - 9/30/24</b>
1	F293733	11R24.5	FIRESTONE FD663 16 PLY				
2		11R24.5	BRIDGESTONE M799 14 PLY				
3		11R24.5	BANDAG DR 4.3				
4	B206990	11R24.5	BRIDGESTONE R250ED 16 PLY				
5		11R24.5	GALAXY DR271 16 PLY				
6		11R24.5	GOODYEAR MARATHAN RSS 16 PLY				
7	156582	11R24.5	FIRESTONE FS560 16 PLY				
8		11R24.5	BANDAG BTL-SA				
9		11R24.5	YOKOHAMA RY023 16 PLY				
10		12 x 16.5	GALAXY HULK L04 12 PLY SKID STEER TIRE				
11		12 X 16.5	FOAM FILLED SKID STEER TIRE				
12		14 x 17.5	GALAXY HULK L04 14 PLY SKID STEER TIRE				
13		14 X 17.5	FOAM FILLED SKID STEER TIRE				
14		22.5 x 9.00	STEEL HP WHEEL 29039				
15		24.5 X 8.25	STEEL WHITE HUB PILOTED WHEEL				
16		245/75R17	BF GOODRICH ALL TERRAIN T/A K02 10 PLY				
17		245/75R17	FIRESTONE TRANSFORCE AT2 10 PLY				
18		245/75R17	FIRESTONE DESTINATION X/T 10 PLY				
19		275/70R18	FIRESTONE TRANSFORCE AT2 10 PLY				
20		275/70R18	BF GOODRICH ALL TERRAIN T/A K02 10 PLY				
21		275/70R18	FIRESTONE DESTINATION X/T 10 PLY				
22		315/80R22.5	FIRESTONE FS860 20 PLY				
23		315/80R22.5	BRIDGESTONE M870 20 PLY				
24	77510	315/80R22.5	MICHELIN XZUS 20 PLY				
25		315/80R22.5	GOODYEAR G289 20 PLY				
26		405/70R 20	FOAM FILLED LOADER TIRE				
27		405/70R20	GALAXY MULTI TOUGH LOADER TIRE				
28		425/65R22.5	FIRESTONE FS818 20 PLY				
Repair Rates applicable to any and all tires: (See Page 12-REPAIRS)							
Labor Rate \$ _____/Hour							
% Mark Up from Dealers Invoice for Parts %							
Disposal Fee \$ _____/Tire							
<b>**Contract Price Adjustment:</b>							
All prices submitted must remain firm for a period of six (6) months from the date of award.							
The change in price structure (increase or decrease) must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics which is available at <a href="https://stats.bls.gov">https://stats.bls.gov</a>							
If, at the end of six months, the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, shall immediately notify the County in writing. The County may, but is not required to, consider an adjustment in the contract terms and/or pricing.							
Should the County in its sole discretion determine during the Contract term that the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustments in the contract terms and/or pricing is mutually agreeable, the County may terminate the contract through written notice to the vendor, purchase from an alternate source, or rebid the contract.							
Please check one:		<input type="checkbox"/> Agree to Optional Year with pricing based on above **Contract Price Adjustment					
		OR					
		<input type="checkbox"/> Do not Agree to Optional Year					
COMPANY NAME: _____						DATE: _____	

**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: **23-26** Bid Name: **TIRES FOR VARIOUS ON AND OFF ROAD VEHICLES**

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