

2021 - 2023

SPECIFICATIONS AND BID DOCUMENTS
FOR
FLEET RELATED REPAIR PARTS AND SERVICES
FOR USE BY VARIOUS
JEFFERSON COUNTY DEPARTMENTS,
(And Other Municipalities as Requested)

OPENING:

MONDAY, SEPTEMBER 13, 2021

TIME: *Commencing at 11:00 a.m. Until All Bids Are Opened*

LOCATION: Jefferson County Purchasing Department
195 Arsenal Street – Watertown NY

2 0 2 1

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INTRODUCTION

This document represents the latest specifications for a wide variety of **Fleet Related Repair Parts and Services** used by Jefferson County, Jefferson Community College and the City of Watertown.

All contracts for supplies and services referenced in this document will be awarded for a period of two (2) years which shall be considered the initial term of the contract. Unless agreed otherwise, the pricing for each year after the initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the initial Term.

We would recommend that particular attention be paid to the following mandatory submission requirements. Any bid submitted without the appropriate documents will be considered incomplete and may not be accepted.

MANDATORY SUBMISSION REQUIREMENTS

1. Fully completed and signed Signature Page for each Bid being submitted. This page includes the following sections:
 - a. Bidder Information
 - b. Non-Collusive Certification
 - c. Iranian Disclosure/Certification
2. Individual Bid Pages

Please do not return the entire bid book. This will only delay the opening process. It is necessary only to return the *Comprehensive Signature Page, Iranian Energy Sector Divestment Signature Page and Bid Pages with your Bid.

MISCELLANEOUS

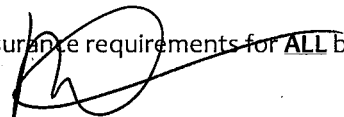
IT IS NOT NECESSARY TO SUBMIT A BID ON EVERY PRODUCT OR SERVICE INCLUDED IN THIS BOOK. Nor is it imperative that you bid on all components of a particular bid unless the specific language of the bid requires that you do so.

Each bid must be submitted in a separate envelope. Please do not include multiple bids in a single envelope. This will expedite the formal opening process considerably and reduce the possibility of a bid being misplaced.

INSURANCE

If Insurance is required as a condition of award (Service Contract Only), Insurance Certificates may be submitted with your bid, and we encourage you to do so, but are required within ten (10) days from the date of the final award letter.

A single Insurance Certificate, appropriately completed will meet the insurance requirements for **ALL** bids submitted.



Mark Sachetti
Purchasing Agent

2021
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EXHIBIT A

**JEFFERSON COUNTY
STANDARD CONTRACT INSURANCE REQUIREMENTS**

We have included a model Acord form insurance certificate (See Page 1a). The model form is to assist you in providing an acceptable certificate of liability insurance to the County and in order to expedite execution of your contract with the County. Please note that the attached model certificate may include insurance provisions which are not applicable to your particular contract.

Please provide this memo and the attached Acord form to your insurer(s) for their review and use in providing the County with an acceptable insurance certificate.

Please note that the insurance certificate(s) received by the County from your insurer(s) must provide the following information:

1. PRODUCER: The authorized insurance entity producing the certificate;
2. DATE: Date that the certificate is being issued;
3. INSURED: Name and address of the Insured;
4. INSURER: Name of the Insurer;
5. TYPE OF INSURANCE: Types and amounts as provided in the model certificate;

Note: policy numbers and effective/expiration dates must also be included. The effective/expiration dates must reflect coverage being in effect during the contract period.

6. DESCRIPTION OF OPERATIONS: language regarding additional insured must conform to model certificate language with insertion of the specific contract and contract period to which the certificate applies;
7. CERTIFICATE HOLDER: language must conform to model certificate language;
8. CANCELLATION: 30 day notice of cancellation must be provided;
9. AUTHORIZED REPRESENTATIVE: must contain required signature.

Note: Workers' Compensation and Disability Insurance Coverage – The County prefers that the appropriate workers' compensation/disability insurance documentation from the NYS Workers' Compensation Board be submitted. Also, in the event that such insurance policies are provided separately through a self-insured group, or if such coverage is not required, the County will require the appropriate NYS Workers' Compensation Board certificates to be submitted.

Please be advised that an insurance certificate received by the County which does not provide the necessary information or which modifies or otherwise alters the required language contained in the model form will result in a rejection of the insurance certificate and a request for a certificate which provides the necessary information and/or required language, and will delay the award of your contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
INSURED	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
B	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					
	<input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ 1,000,000
	DED	RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Jefferson County, it's officers, agents & employees are named as additional insureds.

CERTIFICATE HOLDER

CANCELLATION

Jefferson County
195 Arsenal St
Watertown, NY 13601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT B

2021 SUBMISSION REQUIREMENTS SUMMARY

Bid #/Description	Insurance Certificate General & Automobile Liability Only	Insurance Certificate Workers' Compensation
1 – Automotive Glass Replacement	X	X
2 – Genuine OEM Parts and Labor – Ford	X	X
3 – Genuine OEM Parts and Labor – General Motors	X	X
4 – Genuine OEM Parts and Labor – Jeep, Dodge & Chrysler	X	X
5 – Metal Fabrication and Welding Supplies	X	X
6 – Snow Plow and Sweeper Parts and Labor	X	X
7 – Towing Services	X	X
8 – Groundskeeping and Small Equipment Parts and Services	X	N/A
9 – Custom Machine Work for Hydraulic Pumps, Valves and Cylinder Repairs	X	X
10 – Springs and Spring Repair Services	X	N/A
11 – Wheel Alignment Services	X	N/A
12 - Road and Maintenance Equipment Replacement Parts and Labor	X	X

GENERAL
INSTRUCTIONS
TO
BIDDERS

**FLEET RELATED REPAIR PARTS AND SERVICES
2021 GENERAL SPECIFICATIONS**

1. PURPOSE

- 1.1 Unless otherwise noted with the General Specifications, all references to "County" shall include the County of Jefferson, Jefferson Community College and the City of Watertown.
- 1.2 The intent of these specifications is to furnish information to responsible firms for the purpose of obtaining bids for fleet maintenance repair parts and services.
- 1.3 Verbal explanations or instructions provided by a County employee to a Bidder with regard to this bid document shall not be binding on the County, and shall be considered informal unless confirmed in writing. Formal requests for clarification of any portion of the content of this book or questions regarding the terms of any bid contained herein are to be directed in writing to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. Information provided in response to a formal request will be furnished to all **parties recorded as having received the bid documents** as an amendment if such information is deemed necessary for equal preparation of bids, or the lack of such information would be detrimental to submission of uniform responses. Only such amendments when issued by the County Purchasing Department will be considered as binding on the County.

NO RESPONSE WILL BE PROVIDED TO ANY REQUEST FOR CLARIFICATION RECEIVED LESS THAN TEN (10) DAYS PRIOR TO THE DATE OF BID OPENING.

2. BID DOCUMENTS

- 2.1 Complete sets of bid documents shall be used to prepare bids. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents. It is the responsibility of the Bidder to ensure the set used to prepare their submission is complete. A complete set of bid documents may be obtained or examined at the Jefferson County Purchasing Department.

3. SUBMISSION OF BIDS

- 3.1 Each bid shall be submitted in a SEPARATE sealed envelope plainly marked "**BID ENCLOSED**" WITH **THE NAME OF THE BID** written on the outside of the envelope. The name and address of the Bidder should be included. **PLEASE DO NOT INCLUDE MULTIPLE BIDS IN A SINGLE ENVELOPE. NO RESPONSIBILITY SHALL BE ATTACHED TO THE PURCHASING OFFICER OR HIS REPRESENTATIVES FOR THE PREMATURE OPENING OF ANY PROPOSAL NOT PROPERLY ADDRESSED AND IDENTIFIED AS SUCH.**
- a. All bids received will be opened on the date and at the time specified in this book and will continue until all bids that have been received are opened. The order in which the bids will be opened will be determined on the bid opening date.
- b. During the actual bid opening process the bid will be read, and in specific circumstances, one copy of each bid page submitted will be made available for review to those in attendance and collected at the conclusion of the opening. Original documents will not be provided to attendees. Any Bidder wishing to examine an original bid submitted may do so by calling the Jefferson County Purchasing Department to schedule an appointment. No appointments will be scheduled during the ten (10) business days (excluding weekends and holidays) immediately following the bid opening date.
- 3.2 All bid responses should be submitted **in duplicate** to the following address:

Jefferson County Purchasing Department
195 Arsenal Street, Watertown, New York 13601

**FLEET RELATED REPAIR PARTS AND SERVICES
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- 3.3 Bids shall be submitted on the appropriate Bid Forms provided by the County to be considered. Bids may not be submitted in pencil and must be signed by an authorized representative of the company submitting the bid.

ANY BID SUBMITTED BY FACSIMILE MACHINE OR EMAIL WILL NOT BE ACCEPTED.

- a. Additional copies of bid forms may be made, however, one copy submitted with your bid shall contain original signatures, pricing, etc. Rubber stamp signatures will not be accepted.
- 3.4 Bidders assume responsibility for ensuring the bid is received on time in the Purchasing Department. In the event of the closing of certain County Facilities, operations, and/or services, the bid opening date will be rescheduled. No bid or amendment to a bid will be opened or considered if received after the due date and time, and all Bidders are warned this requirement will be strictly interpreted and enforced.
- 3.5 All bids shall be firm and irrevocable for a period of forty five (45) days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a Bid may be withdrawn by serving written to do so upon the Purchasing Department. Upon withdrawal of a bid, pursuant to this paragraph, the Purchasing Department will forthwith return the Bidder's security deposit. Any bid may be withdrawn without prejudice prior to the official bid opening time or any publicized postponement thereof.
- 3.6 Modification of Bids – Bids may be modified or withdrawn prior to the official opening of the bids. If within 24 hours after bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of his bid, that Bidder may withdraw his bid and the bid security will be returned. Thereafter, should a bid be withdrawn, that Bidder may be disqualified from additional contract award for a period of up to two years.

4. AWARD

- 4.1 Each bid will be awarded to the lowest qualified, responsive, and responsible Bidder by item or category meeting the specifications or providing acceptable deviations to the County. The County reserves the right to award any bid included in this document on a per item or aggregate basis whichever is most advantageous to the County. Bidders are not required to provide bids on all items listed to be eligible for an award, unless otherwise noted. The County reserves the right to reject any and all bids, to accept in whole or in part any one bid or combination of bids as may be provided in the bid specifications, to waive informalities, or reject bids deemed not to be in the best interest of the County at the sole discretion of the County. This bid document does not commit the County to award a contract or to pay any costs incurred by any Bidder in the preparation of any bid submitted.
- 4.2 For the purposes of determining the lowest qualified responsible Bidder, upon request of the County, it shall be the responsibility of all Bidders, within ten business days of being so notified by the Purchasing Department, to present information and documentation to satisfy the County that the Bidder possesses the capital resources, skill, judgment, and experience to perform the work or deliver the material in accordance with the bid specifications.
- 4.3 The award of this bid is subject to the appropriation of funds available. It is understood by all Bidders that any agreement entered into between the County and a successful Bidder shall be executed only to the extent of the monies available to the County and appropriated therefore. No liability shall be incurred by the County beyond the monies available and appropriated for the purpose thereof. Neither this bid or contract document 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 any component of a bid.

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2021 GENERAL SPECIFICATIONS

- 4.4 Contract award decisions will be made public as soon as possible. Bidders should not assume that their bid has been awarded until receipt of official notification from the County of Jefferson. Each bid should be submitted in the most favorable terms possible. No preliminary bid results or information will be provided verbally to anyone requesting such information once the bid opening is complete. Requests for such information should be submitted in writing by US Mail, Fax or E-Mail and submitted to the Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, New York 13601. Official confirmation of bid results will be provided in writing. Bid results provided by any other department or County employee will not be held binding on the County.
- 4.5 The County reserves the right to request separate bids for materials and/or services for specific projects or by the direct employ of County forces, where it appears in the best interest of the County to do so. The County reserves the right to “piggyback” off other municipal contracts, purchase from New York State Contracts, New York State Preferred Source Contracts, National Cooperative Contracts, or any contract sources allowed under NYS General Municipal Law 103 if it is in the County’s best interest to do so.
5. TERM OF BID
- 5.1 All bids shall remain valid from the November 1, 2021 through October 31, 2023. Initial contract term prices shall remain firm for the initial contract year. The County reserves the right to terminate any resulting agreement upon thirty (30) days written notice, delivered to the Vendor, via certified mail, return receipt. In addition, the County reserves the right to extend any resulting agreement for 30 days at the sole discretion of the County or up to One (1) additional year upon agreement of both parties in writing. In the event multiple awards are made for a specific contract, and one or more vendors decline to extend the awarded contract, the County may elect to either rebid the entire contract or continue the contract through the option year using only the vendors who agree to a contract extension. All extension periods shall be based on the same prices, terms and conditions applicable to the final year of the original contract term.
6. ESTIMATED QUANTITIES
- 6.1 Bidder acknowledges that all Contracts entered into as a result of this solicitation will be considered a Requirements Contract. The County guarantees no minimum or maximum purchases during the contract term, and the County will have no obligation to the Contractor if no services are required. Quantities listed are only estimates and the County is under no obligation to the Contractor to purchase any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual contract amounts and that such excess shall not give rise to any claim for compensation other than at the unit prices awarded.
7. QUALIFICATIONS OF BIDDER
- 7.1 Where services are required, the successful Bidder shall employ experienced labor and shall furnish material and equipment for safe and proper operations at all times. The County reserves the right to make investigations or inquiries necessary to determine the competency and ability of all Bidder(s) to complete the requirements of the bid. If after said investigation, the County is not satisfied that the Bidder is properly qualified to meet all requirements contained herein and to perform all work in a satisfactory manner, the Bidder may be rejected as unsatisfactory. Upon request, each Bidder shall submit references for work performed within the past five years, indicating a capability to properly execute the work of the kind and class as required by these specifications.

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2021 GENERAL SPECIFICATIONS**

8. DISQUALIFICATION

8.1 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.

8.2 The County reserves the right to refuse to make an award to a Bidder should such Bidder be in default for any of the following reasons:

- b. Failure to comply with any pre-qualification regulations of the County, if such regulations are cited or otherwise included in the bid specifications as a requirement for bidding.
- c. The Bidder defaulted under previous contracts with the County.

8.3 Bids received from Bidders who have previously failed to complete contracts within the time required or who have previously performed similar work in an unsatisfactory manner may be rejected. A bid may be rejected if the Bidder cannot show that he has the necessary ability, facilities, and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified.

8.4 Bids shall be considered irregular and may be rejected if:

- a. The bid is submitted in a format other than that furnished..
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

9. BIDDER RESPONSIBILITY

9.1 Any failure of the Bidder to supply the services or materials required as directed by the County will be deemed a declaration on the part of the Bidder of inability to honor the contract, and the County may then secure the same types of material and/or services elsewhere.

9.2 The successful Bidder shall comply with all laws, rules, regulations, and ordinances of the Federal Government, State of New York, and any other political subdivision or regulatory body that may apply to its performance under this contract.

10. NO MISUNDERSTANDING

Prior to submitting a bid, each Bidder is expected to become fully familiar with the requirements of a bid. A Bidder will be barred from pleading misunderstanding or deception because of estimates of

FLEET RELATED REPAIR PARTS AND SERVICES
2021 GENERAL SPECIFICATIONS

quantities, character, scope of work, location or other conditions surrounding same. It shall be the responsibility of each Bidder to call to the attention of the County any apparent discrepancy in the specifications or any 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 reserves the right to "Revise" or "Amend" the bid specification prior to the bid opening date by "Written Addenda".

11. INDEMNIFICATION

11.1 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.

11.2 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 Bidder shall proceed diligently with contract performance. The Bidder 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 shall be in writing for sum certain, any money requested shall be fully supported by all cost and pricing information.

11.3 The Bidder 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 Bidder has disclosed all such relevant information to the County. An organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction of future activities, either result in an unfair competitive advantage to the Bidder or impair the Bidder's objectivity in performing the work for the County. The Bidder agrees that if any actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Bidder has taken or proposes to take after consultation with the County to avoid, litigate, or minimize the actual or potential conflict. The County may terminate this contract in whole or in part if it deems such termination necessary to avoid an organizational conflict of interest. If the Bidder was aware or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract or pursue such other remedies as may be permitted by the law or this contract.

**FLEET RELATED REPAIR PARTS AND SERVICES
2021 GENERAL SPECIFICATIONS**

12. RECORDS AND AUDITS

The County or its duly authorized agent shall have access to, and copies of Bidder's records including any books, computer tapes, disks, or programs or material pertaining to work performed under a 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. All reports, documents, drawings, studies, specifications, subject data, memoranda, estimates, computations, etc., secured by and for the County for the prosecution of a bid irrespective of the form in which such material has been maintained, including, but not limited to, hard copy, computer data, or other electronic media, shall become and remain the property of the County upon termination or completion of the work at the direction of the County. The County shall have the right to use same for any public purpose without compensation to the Contractor. Reports and data shall be kept in the strictest confidence and shall not be released to any other persons or agency without the expressed written permission of the County.

13. SPECIFICATIONS / EQUIVALENT GOODS / DEVIATIONS

13.1 All bids shall be submitted in accordance with the County's general specifications and shall be based on the detailed requirements of the specific bid.

13.2 All materials shall be delivered to the specific location identified when an order is placed. Bids offering material other than that of specified manufacturer or trade name may be considered. Where a brand name or equivalent specification is used in this bid 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. Use of the name of a particular manufacturer, trade name, or brand describing the item does not restrict a Bidder to that manufacturer or specific article. However, the substituted article on which the bid is submitted shall be of such character and quality that it would serve the purpose for which it is to be used equally as well as the manufacturer or brand specified.

If material or services other than those classified in this bid document are offered, the Bidder shall so state and furnish at the time of bid opening and as part of his bid the following information:

- a. A complete description of the item offered and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the County, sufficient detail is not presented as a part of the sealed bid to permit a definitive evaluation of any substitute item, the bid will not be considered.
- b. Descriptive literature of item offered for evaluation.
- c. A list of installations and/or references (if applicable).

14. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

14.1 Clauses required by law to be inserted in these bid documents shall be deemed to be incorporated here and any subsequent agreement made as a result of an award of a bid described in these documents shall be read and enforced as though they were included herein, and if through mistakes or otherwise any such provision is not inserted or is not correctly inserted then upon the application of either party the final contract shall forthwith be physically amended to make such insertion.

**FLEET RELATED REPAIR PARTS AND SERVICES
2021 GENERAL SPECIFICATIONS**

15. PRICE

15.1 Bids shall not include any Federal, State, or Local excise, sales, transportation, or other tax unless Federal or State Law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements and added to the total net bid.

15.2 All prices shall include the cost of all labor, materials, and equipment necessary to produce, deliver and place the material or provide the services specified. All prices quoted shall be F.O.B. destination, to any point building owned by the County, City of Watertown or Jefferson Community College, unless otherwise specified in the bid documents. There will be no additional charges for delivery.

15.3 Contract Price Adjustments:

Unless agreed otherwise, the pricing for each year after the initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the initial Term.

Unless otherwise specified in the bid specifications prices bid shall remain firm throughout the term of the award. No cost increase shall be charged for any reason whatsoever without prior written approval from the Jefferson County Purchasing Department.

15.4 In submitting a bid, the Bidder affirms that the pricing has not been knowingly disclosed by the Bidder directly or indirectly to any other Bidder or competitor. Also, the Bidder affirms that no official or agent of Jefferson County has a direct or indirect interest in the awarding of a contract for goods or services set forth in this bid.

16. INDEPENDENT CONTRACTOR

16.1 The successful Bidder is an Independent Contractor and shall not be considered an agent of the County, nor shall any of the Contractor's employees or agents be considered subagents for the County.

17. ASSIGNMENT

17.1 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 this contract or the right to receive monies due, or to become due, or of his power to execute this without the prior written consent of Jefferson County. In the event the Vendor shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of this contract, or of his right, title, and interest herein, including the performance of this 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 Vendor the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Vendor and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sub-lessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

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18. INSURANCE AND SECURITY REQUIREMENTS

- 18.1 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.

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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.

19. COOPERATIVE BIDDING

- 19.1 During the term of the awarded contract, if a successful Vendor provides lower pricing to a municipality within Jefferson County for an identical product or service specified in these bid documents, the same lower pricing shall also apply to all subsequent purchases of the material or service by the County for the term of the contract.
- 19.2 Jefferson County reserves the right to allow all schools, municipal and not for profit organizations 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 NYS GML 100 through 104. However it is understood that the extension of such contracts are at the discretion of the Vendor and the Vendor is only bound to any contract between the County of Jefferson and the Vendor.
- 19.3 All purchases made by participating entities will be placed by the ordering political subdivision, agency or district. They shall be billed by and make payment to the Vendor directly. Upon request, participating entities shall furnish the Vendor/Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 19.4 All participating entities and Bidders understand, acknowledge, and agree that the sole responsibility with regard to performance of the bid, or any obligation, covenant, addition, or term thereunder by either such party thereto shall be borne and is expressly assumed by the participating entity and Vendor and not by the Jefferson County Government. In the event of a failure or breach in performance of any such bid by a participating entity or Vendor, Jefferson County Government specifically and expressly disclaims any liability for such defective performance or breach. The eligible participating entity and Vendors guarantee the same to Jefferson County Government, its officers, agents, and employees and hold the County harmless from any liability that may be or is imposed by the failure of either party to perform in accordance with its obligations, covenants, and the terms and conditions of this Jefferson County centralized bid.

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20. FOIL REQUEST

- 20.1 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 solicitation 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.
- 20.2 The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right or obligation to disclose in litigation.

21. FORCE MAJEURE

- 21.1 Except for the County's obligations to make payment for goods and/or services delivered hereunder, neither party hereto shall be liable for any failure to perform the terms of the contract when such failure is due to "force majeure" as hereinafter defined. The term "force majeure" as employed in this specification shall mean acts of God, strikes, lockouts, or industrial dispute or disturbances, civil disturbances, arrests and restraint from rulers or people, interruption by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or a delay in securing labor or materials, including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, explosions, inability to obtain easements or right-of-way.
- 21.2 The "force majeure" shall, so far as possible, be remedied with a reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the discretion of the parties having the difficulty.

22. IRANIAN ENERGY SECTOR DIVESTMENT

- 22.1 Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor has not:
- a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- 22.2 Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law.

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- 22.3 Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:
- a. "By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

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

- 22.4 Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances.
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.
23. 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>