JEFFERSON COUNTY PURCHASING DEPARTMENT  
HISTORIC COURT HOUSE, 195 ARSENAL STREET  
WATERTOWN, NEW YORK 13601-2565  
PH: (315) 785-3077  
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Date of Notice: March 27, 2019

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 #19-20 FLEET RELATED – VEHICLES FOR PROBATION

Bids will be received by the County until Thursday April 11, 2019 @ 2:15 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.

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 due 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. 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 County shall have the right to waive any technical defect, qualification, omission, informality, or irregularity in any bid received if, in its judgment, the best interest of the County shall thereby be served. The County will issue no response to any request for clarification received within FIVE (5) days of the due date.

3. Bids should be submitted in a sealed envelope marked with the name of the bid and the words "SEALED BID" written on the outside of the envelope. 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.

5. **Deviation.** 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. 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.

7. **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. 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. 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.

**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**
8. **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.

9. **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.

10. **Contract Term.** The initial contract term shall be from date of award through the delivery and acceptance of vehicle.

11. **FOIL.** 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.

12. **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.

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.

13. **Iranian Energy Sector Divestment.** Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor has not:

a. Provided goods and services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran; or

b. Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law.

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

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

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

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

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.

14. **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](https://www.ny.gov/programs/combating-sexual-harassment-workplace)
BID #19-20
FLEET RELATED – VEHICLES FOR PROBATION
DETAILED SPECIFICATIONS – NEW - A

YEAR: 2019 OR 2020
MANUFACTURER/MODEL: CHEVROLET IMPALA/FORD TAURUS/DODGE CHARGER OR EQUIVALENT
(VEHICLE MUST BE CAPABLE OF HAVING SETINA PRISONER PARTITION INSTALLED EITHER AT DELIVERY OR AFTERMARKET)
ENGINE/DRIVETRAIN: 6CYL/FWD OR AWD/AUTOMATIC TRANSMISSION
INTERIOR:
CLOTH SEATING/BUCKET SEATS IN FRONT
VINYL FLOOR MATS-FRONT AND REAR
TILT/CRUISE
FRONT READING/MAP LAMPS
OTHER:
TWO ADDITIONAL KEY FOBS
FULL SIZE SPARE TIRE
STANDARD COLOR
REAR DOOR LOCKS INOPERATIVE (CHILD PROOF LOCKS)
SETINA PRISONER PARTITION INSTALLED (OPTION)
BID #19-20
FLEET RELATED – VEHICLES FOR PROBATION
DETAILED SPECIFICATIONS – PRE OWNED - B

YEAR: 2018 OR 2019 PRE-OWNED

MANUFACTURER/MODEL: CHEVROLET IMPALA/FORD TAURUS/DODGE CHARGER OR EQUIVALENT
(VEHICLE MUST BE CAPABLE OF HAVING SETINA PRISONER PARTITION INSTALLED EITHER AT DELIVERY OR AFTERMARKET)

ENGINE/DRIVETRAIN: 6CYL/FWD OR AWD/AUTOMATIC TRANSMISSION

INTERIOR:
CLOTH SEATING/BUCKET SEATS IN FRONT
VINYL FLOOR MATS-FRONT AND REAR
TILT/CRUISE
FRONT READING/MAP LAMPS

MILEAGE: LESS THAN 20,000 MILES

OTHER:
TWO ADDITIONAL KEY FOBS
FULL SIZE SPARE TIRE
STANDARD COLOR
REAR DOOR LOCKS INOPERATIVE (CHILD PROOF LOCKS)
SETINA PRISONER PARTITION INSTALLED (OPTION)
VEHICLE BID: (NEW/UNUSED)

YEAR______________________________________________________________

MANUFACTURER/MODEL______________________________________________

EXCEPTIONS TO SPECIFICATIONS_______________________________________

BID PRICE DELIVERED W/O PRISONER PARTITION INSTALLED $_____________

COST OF PARTITION INSTALLED (OPTION) $_______________________________

TOTAL COST WITH PRISONER PARTITION $_______________________________

DEALER NAME_______________________________________________________
VEHICLE BID: (PRE OWNED)

YEAR______________________________________________________________

MANUFACTURER/MODEL_______________________________________________

MILEAGE____________________________________________________________

EXCEPTIONS TO SPECIFICATIONS________________________________________

BID PRICE DELIVERED W/O PRISONER PARTITION INSTALLED $________________

COST OF PARTITION INSTALLED (OPTION) $_________________________________

TOTAL COST W/PRISONER PARTITION $_____________________________________

DEALER NAME_________________________________________________________
BID PROPOSAL CERTIFICATIONS

Firm Name: _____________________________________________________________________________________

Business Address: ______________________________________________________________________________

Telephone Number: ____________________________ Fax Number: _____________________________________

Email: ________________________________________ Federal ID Number: ______________________________

I. General Bid Certification

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

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

Deviations: Yes___________ No __________

II. Non-Collusive Bidding Certification

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

Statement of non-collusive bidding certification. 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, 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: 19-20      Bid Name: FLEET RELATED - VEHICLES FOR PROBATION
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