



**Inc. Village of Port Jefferson  
REQUEST FOR PROPOSAL**

*INC. VILLAGE OF PORT JEFFERSON  
Purchase of 2018 Western Star 4700SB*

*BID # 00104 2018*

PROPOSALS MUST BE RECEIVED BY:  
**3:30 PM August 9, 2018**

DELIVER SEALED PROPOSALS TO:

**Robert J Juliano  
Village Administrator/ Clerk  
Inc. Village of Port Jefferson  
121 West Broadway,  
Port Jefferson, NY 11777**

**ADVERTISEMENT FOR BIDS**

***INC. VILLAGE OF PORT JEFFERSON  
Purchase of 2018 Western Star 4700SB  
BID # 00104 2018***

TAKE NOTICE, that sealed bids will be received by the Village Clerk, 121 West Broadway, Port Jefferson, NY, on or before August 9, 2018 at 3:30 PM., prevailing time, when they will be publicly opened and read aloud for:

***Purchase of 2018 Western Star 4700SB  
BID # 00104 2018***

Each proposal must be submitted in a sealed envelope clearly marked "Sealed Bid – # 0104-2018 PURCHASE 2018 Western Star 4700 SB" or equivalent.  
All bidders must comply with all Federal, State, and Local Laws..

**The entire RFP package must be returned with an additional copy.**

The Village Board of the Village of Port Jefferson reserves the right to waive any informalities in any bids received, and/or to reject any or all bids.

**BY ORDER OF THE BOARD OF TRUSTEES  
VILLAGE OF PORT JEFFERSON  
ROBERT JULIANO,  
VILLAGE CLERK**

The information for Bidder, Form of Bid, Form of Bid Bond, Form of Contract, Specifications may be obtained from the office of Robert J. Juliano, Village Administrator/Clerk, Inc Village of Port Jefferson, 121 West Broadway, Port Jefferson, N.Y. 11777.

The Village reserves the right to reject any and all bids in whole or in part, to waive any formally and/or informality in any or all bids and to accept the bid or part thereof which it deems most favorable to the Village after all bids have been examined and checked. No bid shall be withdrawn for a period of ninety (90) days after being publicly opened and read. In the event the bids are rejected, or no bids are received, the Village is authorized to re-advertise for bids upon direction of the Mayor.

## SECTION ONE

### 1.0 GENERAL INFORMATION:

**1.1 Purpose:** The Inc. Village of Port Jefferson seeks to purchase a 2018 Western Star 4700 SB or equivalent per attached Specs for the Village DPW Department.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a contractor may be selected and the contractual terms by which the Village intends to govern the relationship between it and the selected contractor.

1.2 Definition of Parties: The Village of Port Jefferson will hereinafter be referred to as the "Village" Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

1.3 Scope: The Village of Port Jefferson is seeking proposals to **purchase** 2018 Western Star 4700 SB or equivalent

1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the Village's best interests, including, not limited to price alone.

Those additional criteria include those listed below (in no particular order):

1. Responsiveness to terms and conditions of Bid Package
2. Ability to meet village specifications
3. Price
4. Warrantee/ Guarantee Information

1.5 Award of Proposal: The Village intends to award this contract to a single Bidder. The Village may select the Bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the contract to that Bidder. The Village reserves the right to waive minor irregularities.

1.6 Communication with the Village: It is the responsibility of the Bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The Village will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

*Procedural Inquiries*

**Robert J Juliano**

**Village Administrator/ Clerk**

**Inc. Village of Port Jefferson**

**121 West Broadway**

**Port Jefferson, NY 11777**

**631-473-4724 | [rjuliano@portjeff.com](mailto:rjuliano@portjeff.com)**

1.7 Costs of Preparation: The Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.8 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the Village will be notified of any change in this status.

1.9 Proposal Understanding: By submitting a proposal, the Bidder agrees and assures that the specifications are adequate, and the Bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.10 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.

1.11 Proposal Submission: A SIGNED original, one (1) copy of the proposal must be submitted to Robert J Juliano, Village Administrator/ Clerk, Inc. Village of Port Jefferson, 121 West Broadway, Port

Jefferson, NY 11777, in a sealed envelope by **3:30 PM, August 9, 2018**, in order to be considered. Normal business hours are 9:00 a.m. to 4:30 p.m., Monday through Friday. Bidders may wish to call (631) 473-4724 to determine if Village operations have been suspended. Proposals received after the due date will be returned unopened. Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The Village assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date **WILL NOT** substitute for receipt of proposal. Additional time will not be granted to any single Bidder, however additional time may be granted to all Bidders when the Village determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be clearly identified on the outside as follows:

**Name of Bidder:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

**Due Date:** \_\_\_\_\_

**Name and Number of Bid:** \_\_\_\_\_

## **SECTION TWO**

### **2.0 GENERAL TERMS AND CONDITIONS:**

- 2.1 Contract Documents: If a separate Contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a letter of agreement requiring signatures of the Village and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 Contract Term: Delivery to be made as soon as possible, with a mutual agreed upon delivery date.
- 2.4 Contract Data: The Contractor is required to provide the Village with detailed data concerning the Contract at the request of the Village. The Village reserves the right to audit the Contractor's records to verify the data.
- 2.5 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 Non-Waiver of Defaults: Any failure of the Village to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 Cancellation/Termination: If the Contractor defaults in its agreement to provide services, personnel and/ or equipment to the Village 's satisfaction, or in any other way fails to provide service in accordance with the Contract terms, the Village shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) days, the Village may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 Contact and Clarification of Responsibilities:  
Robert J Juliano  
Village Administrator/ Clerk  
Inc. Village of Port Jefferson  
121 West Broadway, Port Jefferson, NY 11777
- 2.9 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of NY without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of New York.
- 2.10 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the Village.

- 2.11 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with Village policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The Village encourages the employment of individuals with disabilities.
- 2.12 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual; the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The Contractor shall control the manner in which the services are performed; however, the Village shall specify the nature of the services and the results to be achieved. The Contractor is not to be deemed an employee or agent of the Village and has no authority to make any binding commitments or obligations on behalf of the Village except as expressly provided herein.
- 2.12 Liens: The Contractor shall keep the Village free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Contractor.

### **SECTION THREE**

#### 4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the Village. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

- 4.1 Business Profile: Provide a brief history of your company, length of time in business, number of employees.
- 4.2 Price Quotation: Provide the total cost for the **purchase**, as prescribed in the Bid Submission Form. The price shall be in the form of a firm price for the supply and install. The price must include all charges such as Contractor provided items, freight costs, and all other related costs. Charges not specified in the bid will not be honored.
- 4.3 Completions: The RFP must be completed with all the specifications listed above, completed signature page, completed Bidder Information Sheet and the signed and completed non-collusion form included.

**The entire RFP package must be returned with an additional copy.**

## **REQUEST FOR PRICE**

**INFORMATION PAGE**

***INC. VILLAGE OF PORT JEFFERSON  
Purchase of 2018 Western Star 4700SB  
BID # 00104 2018***

COMPANY NAME: \_\_\_\_\_

(Print Principal's Name) \_\_\_\_\_

(Title) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) \_\_\_\_\_

(Fax Number) \_\_\_\_\_

(E-mail Address) \_\_\_\_\_

(Date) \_\_\_\_\_



**NON-COLLUSIVE BIDDING CERTIFICATE**

***INC. VILLAGE OF PORT JEFFERSON  
Purchase of 2018 Western Star 4700SB  
BID # 00104 2018***

**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 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 to submit a bid for the purpose of restricting competition.**
- 4) The person signing this bid or proposal, under the penalties of perjury, affirms the truth thereof.**

**Dated:** \_\_\_\_\_

**Signature of Bidder, if individual** \_\_\_\_\_

**Name of Corporation** \_\_\_\_\_

**Title of Officer** \_\_\_\_\_

**Corporate Seal**





**Bid Submittal Form**  
*INC. VILLAGE OF PORT JEFFERSON*  
*Purchase of 2018 Western Star 4700SB*  
*BID # 00104 2018*

**Specifications:**

SEE ATTACHED SPECS

**TOTAL PRICE:** \_\_\_\_\_

**The entire RFP package must be returned with an additional copy.**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_  
**Date** \_\_\_\_\_

The Inc. Village of Port Jefferson reserves the right to reject any bid(s) or parts of bids submitted.

**Contractor Agreement**  
**INC. VILLAGE OF PORT JEFFERSON**  
*Purchase of 2018 Western Star 4700SB*  
*BID # 00104 2018*

**VENDOR AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Incorporated Village of Port Jefferson, party of the first part, hereinafter referred to as *Village* and \_\_\_\_\_ party of the second part, hereinafter referred to as *Vendor*.

**WITNESSETH:** That for and in consideration of the premises and the agreement herein contained, and the payment herein provided to be made, the parties agree as follow:

**FIRST:** The Vendor shall furnish bid item complete with all contracted equipment and accessories in working order and shall supply Village with all manufactures' guarantees and warranties within \_\_\_\_\_ days.

**SECOND:** In consideration of Vendors performing this contract as prescribed, the Village promises and agrees to pay or cause to be paid to Vendor the sum of money mentioned in said Contract.

**THIRD:** The contract price shall be \_\_\_\_\_

**Which shall include**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the Board of Trustees of the Incorporated Village of Port Jefferson has by resolution authorized its corporate seal to be hereunto affixed and this contract to be signed by the Mayor and the Vendor has caused its corporate seal to be hereunto affixed, on the day and year first above written.

**INCORPORATED VILLAGE OF PORT JEFFERSON**

By \_\_\_\_\_  
Margot Garant  
Mayor, Inc. Village of Port Jefferson

**-And-**

By \_\_\_\_\_  
\_\_\_\_\_  
Vendor

