



TOWN OF RIVERHEAD
Laura Jens-Smith, Supervisor
200 Howell Avenue
Riverhead, New York 11901-2596
631-727-3200

BID FOR: **ONE (1) USED VAN WITH ADAPTIVE EQUIPMENT**

BIDDERS NAME

BIDDERS ADDRESS

CITY, STATE, ZIP

_____ (____) _____ (____) _____

DATE PHONE NUMBER FAX NUMBER

EMAIL ADDRESS

In compliance with your advertisement for bids to be opened at **11:00am on JANUARY 3, 2020** and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

SIGNED BY

TITLE

BIDDERS ARE INVITED TO ATTEND BID OPENING

**TOWN OF RIVERHEAD
NOTICE TO BIDDERS**

Sealed bids for “**ONE (1) USED VAN WITH ADAPTIVE EQUIPMENT**” for the Town of Riverhead will be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York on or before **11:00 am on January 3, 2020**, at which time they will be publicly opened and read aloud.

Specifications and guidelines for submission of bids are available on the Town website at www.townofriverheadny.gov, click on “Bid Requests” beginning **December 26, 2019**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation “**EXCEPTIONS TO THE SPECIFICATIONS**” and be attached to the bid form.

All bids must be submitted to the Town Clerk’s Office, at the address stated above, in a sealed envelope clearly marked “**ONE (1) USED VAN WITH ADAPTIVE EQUIPMENT**” for the Town of Riverhead. Bid proposals must **be received by the Office of the Town Clerk by no later than 11:00 am on January 3, 2020.**

Please take notice that the Town Board reserves the right to reject in whole or in part any or all bids, waive any informality in the bids, and accept the bid which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. The Town may decline to accept, deem untimely, and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD
Diane M. Wilhelm, Town Clerk

Vendor Name: _____

TOWN OF RIVERHEAD BID SPECIFICATION

ONE (1) USED VAN WITH ADAPTIVE EQUIPMENT

I: OVERVIEW

The Town is seeking proposals from qualified vendors to supply the Town with One (1) Used Van outfitted with Adaptive Equipment.

This request for proposal is part of a competitive procurement process, which is intended to serve the best interests of the Town of Riverhead. The Town will award to the vendor(s) whose proposal is determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the request for proposal. Notwithstanding the above, the Town anticipates and reserves its right to award to one or more than one bidder. The Town also reserves the right not to award this bid.

II: GENERAL BID SPECIFICATIONS

1. General Instructions

Bidders shall be responsible to carefully examine the bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to the furnishing and delivery of said services (driver(s)) and equipment (charter bus(es)). All things not expressly mentioned in these specifications but involved in carrying out their intent are required by these bid specifications; and the vendor shall perform the same as though they were specifically mentioned, described and delineated. Read all documents contained in the bid specifications.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.

A copy of the official bid documents may be obtained at the Town's website: www.townofriverheadny.gov. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the Town website referenced above-log and scroll to bid for **ONE (1) USED VAN WITH ADAPTIVE EQUIPMENT**. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Town Purchasing Agent, 200 Howell Ave., Riverhead, NY 11901 or by email to: baldinucci@townofriverheadny.gov prior to and at least five (5) days before the bid opening. **Verbal questions will not be entertained.**

Vendor Name: _____

Bidders must submit one original copy of their bids. The original must be sealed and clearly marked "**ONE (1) USED VAN WITH ADAPTIVE EQUIPMENT**". All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

For purposes of this bid, the Town may require inspection of the charter bus(s) offered to perform the services outlined in the specifications and proof of ownership of the charter bus(s).

The Purchasing Agent shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website: www.townofriverheadny.gov. The Purchasing Agent reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the vendor(s)/responsible bidder(s) offering the best price, availability to supply product and services within the requested time frames. A responsible bidder is a vendor who has demonstrated judgment and integrity, is of good reputation, experienced in his/her work, whose record of past performance is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening. Any bidder who does not honor their bid within the forty-five (45) days may be barred from bidding in any jurisdiction in New York State.

Any bidder, contractor, or manufacturer who, in the course of his work, uses or supplies products which may be toxic or harmful, shall provide an MSDS to the Town of Riverhead Purchasing Department prior to the use of those products by the Town or the contractor.

Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The Town may audit adherence to this schedule at any time during or after the contract period.

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.

Vendor Name: _____

2. Bid Costs and Expenses

The Town of Riverhead will not pay any costs incurred by any Bidder/Vendor associated with any aspect of responding to the request for bids, including bid preparation, printing or delivery, or negotiation process.

3. Bid Expiration Date

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one year from the date of the date of award and, upon mutual consent, an option to extend for an additional year.

4. Non-Conforming Bids

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

5. Sub-Contracting

The Bidder/Vendor selected shall be solely responsible for contractual performance and Bidder/Vendor assumes all responsibility for the quality of work (i.e. bus and bus services) performed under this contract.

6. Discrepancies and Omissions

Bidder/Vendor is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of Bidder/Vendor. Should Bidder/Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, Bidder/Vendor shall notify the Town Purchasing Agent in writing of such findings at least five (5) days before the bid opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of Bidder/Vendor's bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town Purchasing Agent, in writing, no later than five (5) calendar days prior to the time set for opening of the bids. Vendor's name MUST appear on EVERY page of this bid.

Vendor Name: _____

7. Town's Right to Reject Bids

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or Bidder/Vendor's response), to sit and act as sole judge of the merit and qualifications of product and services offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town. The Town reserves the right to purchase similar goods or services included as part of this bid from any means legally available to it at any time.

8. Town's Right to Cancel Solicitation

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any Bidder/Vendor.

9. Notification of Withdrawal of Bid

Bidder/Vendor may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

10. Exceptions to the Bid Specifications

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

11. Bid Security

None required.

12. Award of Contract

The final award of a contract is subject to approval by the Town. The Town has the sole right to select the successful Bidder/Vendor(s) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid, to award multiple contracts, or not to award a contract. Notice in writing to a Bidder/Vendor of the acceptance of its bid by the Town will constitute a contract, and no Bidder/Vendor will acquire any legal or equitable rights or privileges until the occurrence of such event.

Vendor Name: _____

13. Contract Terms and Conditions

The term of the contract between the successful bidder and the Town shall be for one (1) year from date of bid award. At the end of the contract period, the contract may be extended (not to exceed one one (1) year extension) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the vendor. The Town also reserves the right to cancel this contract at any time without notice.

14. Independent Contractor

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

15. Licenses and Permits

In performance of the contract, the Bidder/Vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Bidder/Vendor. The Bidder/Vendor shall be properly licensed and authorized to transact business in the State of New York.

16. Notice

Any notice to the Town of Riverhead required under the contract shall be sent to:

**Teresa Baldinucci, Purchasing Agent
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901**

17. Indemnification

a. General Information

By submitting a bid, the proposing Bidder/Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of

Vendor Name: _____

the Bidder/Vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the Town, its employees or agents.

b. Insurance

- i. Bidder/Vendor recognizes that it is operating as an independent Bidder/Vendor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Bidder/Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Bidder/Vendor in their negligent performance under this contract.
- ii. The Bidder/Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Bidder/Vendor is an independent Bidder/Vendor and is not an employee of the Town of Riverhead.
- iii. During the term of this contract, the Bidder/Vendor shall, at its own expense, carry insurance minimum limits as set forth above.

18. Piggybacking Clause Method of Award

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The Town guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead reserves the right to allow all 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 Town of Riverhead and the vendor. Additionally, the Town reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it.

19. 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 §201-G of the Labor Law."

20. New York Law

The Notice to Bidders and Bid Specifications shall be governed according to the laws of the State of New York.

Vendor Name: _____

III. BID SPECIFICATIONS
ONE (1) USED VAN WITH ADAPTIVE EQUIPMENT

Please check off the items that are applicable to your bid submission. In the case of exceptions, please see the following page.

- 2010 or Newer Honda Odyssey EXL with minimum of the following:
- Leather interior
- Moonroof
- Back up camera
- Less than 40,000 miles
- VMI Northstar in-floor automatic ramp
- Automatic passenger sliding door
- Power kneel
- Manual back up system
- Removable Driver & Passenger front seats
- Manual 4 point securement system
- Integrated key fob remote
- B&D 6 way power driver's seat base
- MPD push- rock hand controls, left side mount, w/ MPD spinner knob
- Minimum warranty 90 days/3000 miles
- Registration/title/inspection fees
- Delivery within 30 days

Vendor Name: _____

IV. BID

BID SHEET

ONE (1) USED VAN WITH ADAPTIVE EQUIPMENT

I, _____, certify that the van offered for sale is in good repair, condition and working order with only ordinary wear and tear from proper use and no rust/rot. In addition, the van and all components are fully operational, road worthy and capable of passing a passenger vehicle inspection by the State of New York.

BID PRICE: \$ _____

VIN Number _____

Odometer Reading _____

Condition of Van and Inside/outside controls (good repair, condition and working order)

Delivery within 30 days of bid award

Warranty for Chassis/Engine/Transmission/Adaptive Equipment

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____

Email: _____

Vendor Name: _____

V. Exceptions to Specifications

Please complete for any exception to the specifications.

(Identify on the line above Year, Make, and Model)

Please identify the exceptions to the specifications by checking the appropriate box (see A below) and provide description of item(s) offered for consideration and/or as and for "equivalent" (see B below).

A. Please check appropriate boxes to identify exception to bid specifications set for in Part III of these specifications:

Odometer Reading _____

Condition of Van (good repair, condition and working order)

Inside/outside controls _____

Delivery must be within 30 days of bid award _____

Warranty for Chassis/Engine/Transmission _____

Other: _____

B. Exceptions to the specifications of any bid items stated herein shall be fully described in writing by the contractor in the space provided below:

DATE: _____

SIGNED: _____

Vendor Name: _____

THIS BID AWARD SHALL BE IN EFFECT FOR ONE YEAR FROM DATE OF AWARD.

I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.

NAME OF AGENT/DEALER

ADDRESS

CITY, STATE, ZIP CODE

CONTACT PERSON

DATE

SIGNATURE OF DEALER/AGENT

Vendor Name: _____

NON-COLLUSIVE CERTIFICATE
MUST BE COMPLETED, SIGNED, NOTARIZED AND RETURNED WITH BID

UNDER PENALTIES OF PERJURY:

_____ (BIDDER), BEING DULY SWORN,
DEPOSES AND SAYS:

- A) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: _____
(PRINT CORPORATION NAME)

By: _____
(SIGNATURE)

(TITLE)

Address: _____

Sworn to before me this _____
day of _____, 20____

NOTARY PUBLIC

Vendor Name: _____

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Vendor Name: _____

Date: _____

Vendor Name: _____

Please complete and affix to your sealed bid envelope.



BIDDER: _____

ADDRESS: _____

**BID NAME: ONE (1) USED VAN WITH ADAPTIVE
EQUIPMENT**

**BID OPENING DATE: JANUARY 3, 2020
TIME: 11:00AM**

BIDS MUST BE DELIVERED TO:

**TOWN OF RIVERHEAD
TOWN CLERKS OFFICE
200 HOWELL AVENUE
RIVERHEAD, NY 11901**

PRIOR TO 11AM ON JANUARY 3, 2020

LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON

Vendor Name: _____