

TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 6969

ISSUE DATE: 2/19/13

DEADLINE DATE: 3/14/13

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID
 REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

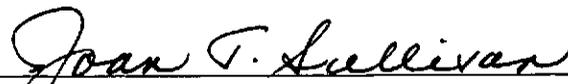
ITEM/CATEGORY TREE SUPPLIER FOR TOWN OF GREENWICH

LOCATION GREENWICH, CT

PREQUALIFICATION
 STANDARDS/SPECIFICATIONS (ATTACHED)
 INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. **PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.**
2. **BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.**
3. **COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.**
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.


Joan T. Sullivan, CPPO, CPPB, C.P.M. Director of Purchasing and Administrative Services

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH

REQUEST FOR BID #6969 DEADLINE: 3/14/13 AT 3:00 PM

TREE SUPPLIER FOR TOWN OF GREENWICH

The purpose of this Request for Bid (RFB) is to establish a source of supply, (with one (1) or more vendors/nurseries), that will supply the Town of Greenwich with approximately eighty (80) species of trees on an as needed basis for the 2013 planting season; April 1, 2013 to December 31, 2013. Pricing shall be firm fixed for the duration of the season. The total budget for the season is approximately \$30,000. The Town's minimum order quantity will be twenty (20) trees. Therefore all bid pricing must be honored and held firm for all Town orders in the amount of twenty (20) trees and greater.

- The vendor shall provide vigorous, healthy trees that can be easily trained into attractive trees with structurally strong roots and crowns.
- The vendor shall provide trees that are certified to be locally grown, field grown within 300 miles from Greenwich.
- The vendor shall provide trees that are certified to be pest and disease free as required by the Connecticut Department of Agriculture.
- The vendor shall provide trees that have been properly maintained and handled after digging and during shipping to avoid unnecessary damage.
- The vendor shall ship all trees to the Town in open trucks covered with protective, breathable tarpaulins to prevent desiccation.
- The vendor shall ensure that root balls in B&B nursery stock shall be of the appropriate size and shall be firm with no loose movement between the trunk and the root ball when the trunk is rotated.
- Root Ball sizes shall meet or exceed the minimum acceptable industry standards for root balls and container sizes for field and container grown trees as specified by the American Standards and Grades for Nursery Stock.
- All trees provided by the vendor shall be true to type or name as ordered or shown on the plans and shall be individually tagged by species and cultivar (variety).
- All trees provided by the vendor shall be healthy, have a form typical for the species or cultivar, be well-rooted, and properly trained.
- The root-ball of all trees provided by the vendor shall be moist throughout, and the crown shall show no signs of moisture stress.
- Shipping terms are FOB Destination, Freight Prepaid and Allowed. Acceptance of the vendor's stock will be at the discretion of the Town. Trees denied acceptance will be returned to the vendor without charge.

To qualify as a possible tree supplier vendor for the Town, the bidder must provide bid prices for all ten (10) trees on **Reply Sheet Page 1**. The bidder shall provide unit prices for each tree. The unit prices will be multiplied by the approximate quantities to determine the total prices. The Town reserves the right to purchase more or less than the approximate quantities. The total prices will be added together to determine the lump sum base bid price. Lump sum base bid prices will be compared and used to determine the lowest bidders' prices. The Town is planning to award between two (2) and four (4) bidders. Prices shall remain fixed through 12/31/13.

To qualify as a possible tree supplier vendor for the Town, the bidder must also provide bid prices for at least 15 genera of the 34 genera listed on **Reply Sheet Pages 2 through 6**. Prices provided on **Reply Sheet Pages 2 through 6** will not be used to calculate the lump sum base bid price. Prices shall remain fixed through 12/31/13.

The following also applies to Reply Sheet Pages 2 through 6:

- Some trees have variety / cultivar specified; those where it is not specified are at the discretion of the bidder. Bidders may write in the variety that they normally stock.
- Some trees are graded by caliper or height; the bidder may substitute either if needed.
- There are also alternate options for caliper and height other than the specified if the specified caliper or height is not available.

Issuing Authority

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham prior to the address below by **12 noon, Thursday, February 28, 2013.**

Town of Greenwich
Purchasing Department
101 Field Point Road
Greenwich, CT 06830

Fax: (203) 622-7776
Email: jlatham@greenwichct.org

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website (www.greenwichct.org/bids) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

Taxes

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or state of Connecticut, and such taxes shall not be in the prices.

Withdrawal of Bids (Or Proposals) Prior To Deadline

A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a bid/proposal before the established deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

Withdrawal of Bids (Or Proposals) After the Deadline

If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid/Proposal.

Bidders who do not honor their bids/proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible bidders.

TOWN OF GREENWICH
REQUEST FOR BID # 6867 DEADLINE: 3/8/12 AT 3:00 P.M.
TREE SUPPLIER FOR TOWN OF GREENWICH
REPLY SHEET (Page 1 of 8)

COMMON NAME	GENUS	SPECIES	VARIETY / CULTIVAR	TREE SIZE	QUANTITY	UNIT PRICE
Red Maple	Acer	rubrum	Standard	2" - 2 1/2" Cal.	10	
Sugar Maple	Acer	saccharum	Standard	2" - 2 1/2" Cal.	10	
Serviceberry	Amelanchier	canadensis	Standard	8' - 10' Ht.	10	
Flowering Dogwood	Cornus	florida	Standard	2" - 2 1/2" Cal.	10	
Oriental Cherry	Prunus	serrulata	Kwanzan'	2" - 2 1/2" Cal.	10	
Honeylocust	Gleditsia	triacanthos	Standard	2" - 2 1/2" Cal.	10	
Flowering Crabapple	Malus		Standard	2" - 2 1/2" Cal.	10	
London Planetree	Platanus	acerifolia	Standard	2" - 2 1/2" Cal.	10	
Pin Oak	Quercus	palustris	Standard	2" - 2 1/2" Cal.	10	
Red Oak	Quercus	rubra (borealis)	Standard	2" - 2 1/2" Cal.	10	

Total for Base Bid: _____

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH
REQUEST FOR BID #6969 DEADLINE: AT 3:00 P.M.
TREE SUPPLIER FOR TOWN OF GREENWICH
REPLY SHEET (Page 2 of 8)

COMMON NAME	GENUS	SPECIES	VARIETY / CULTIVAR	CALIPER	HEIGHT	ALTERNATE CALIPER	ALTERNATE HEIGHT	UNIT PRICE 1	UNIT PRICE 4	UNIT PRICE 10	UNIT PRICE 5-10
1 Black Maple	Acer	nigrum		2" - 2 1/2"							
2 Red Maple	Acer	rubrum	Autumn Flame	2" - 2 1/2"							
3 Red Maple	Acer	rubrum	Fairview Flame	2" - 2 1/2"							
4 Red Maple	Acer	rubrum	Red Sunset	2" - 2 1/2"							
5 Sugar Maple	Acer	saccharum	Green Mountain	2" - 2 1/2"							
6 Sugar Maple	Acer	saccharum		2" - 2 1/2"							
7 Horsechestnut	Aesulus	hippocastanum		2" - 2 1/2"							
8 Horsechestnut	Aesulus	hippocastanum	Red	2" - 2 1/2"							
9 Serviceberry	Amelanchier				8' - 10'						
10 Serviceberry	Amelanchier				8' - 10'						
11 River Birch	Betula	nigra		2" - 2 1/2"							
12 River Birch	Betula	nigra	Heritage	2" - 2 1/2"							
13 Japanese White Birch	Betula	platyphylia		2" - 2 1/2"							
14 European Hornbeam	Carpinus	betulus		2" - 2 1/2"							

Bidder's Company Name: _____
 Authorized Signature: _____

TOWN OF GREENWICH
REQUEST FOR BID #6969 DEADLINE: AT 3:00 P.M.
TREE SUPPLIER FOR TOWN OF GREENWICH
REPLY SHEET (Page 3 of 8)

COMMON NAME	GENUS	SPECIES	VARIETY / CULTIVAR	CALIPER	HEIGHT	ALTERNATE CALIPER	ALTERNATE HEIGHT	UNIT PRICE 1-4	UNIT PRICE 5-10	UNIT PRICE >10
15 Common Hackberry	Celtis	occidentalis		2" - 2 1/2"						
16 Katsura Tree	Cercidiphyllum	japonicum		2" - 2 1/2"						
17 Eastern Redbud	Cercis	canadensis		2" - 2 1/2"						
18 Yellowwood	Cladrastis	kentukea		2" - 2 1/2"						
19 Flowering Dogwood	Cornus	florida		2" - 2 1/2"						
20 Flowering Dogwood	Cornus	florida	rubra	2" - 2 1/2"						
21 Kousa Dogwood	Cornus	kousa		2" - 2 1/2"						
22 Hawthorn	Crataegus	Washington		2" - 2 1/2"						
23 Hawthorn	Crataegus			2" - 2 1/2"						
24 Hawthorn	Crataegus			2" - 2 1/2"						
25 American Beech	Fagus	grandiflora		2" - 2 1/2"						
26 Copper Beech	Fagus	sylvatica		2" - 2 1/2"						
27 Copper Beech	Fagus	sylvatica		2" - 2 1/2"						
28 Copper Beech	Fagus	sylvatica		2" - 2 1/2"						

Bidder's Company Name: _____
 Authorized Signature: _____

TOWN OF GREENWICH
 REQUEST FOR BID #6969 DEADLINE: AT 3:00 P.M.
 TREE SUPPLIER FOR TOWN OF GREENWICH
 REPLY SHEET (Page 4 of 8)

COMMON NAME	GENUS	SPECIES	VARIETY / CULTIVAR	CALIPER	HEIGHT	ALTERNATE CALIPER	ALTERNATE HEIGHT	UNIT PRICE 1	UNIT PRICE 4	UNIT PRICE 10	UNIT PRICE 5-	UNIT PRICE >10
29 Copper Beech	Fagus	syvatica		2" - 2 1/2"								
30 Green Ash	Fraxinus	pennsylvanica		2" - 2 1/2"								
31 Ginkgo Tree	Ginkgo Tree	Ginkgo Tree		2" - 2 1/2"								
32 Ginkgo Tree	Ginkgo Tree	Ginkgo Tree		2" - 2 1/2"								
33 Honeylocust	Gleditsia	triacanthos		2" - 2 1/2"								
34 Honeylocust	Gleditsia	triacanthos		2" - 2 1/2"								
35 Kentucky Coffeetree	Gymnocladu	dioicous		2" - 2 1/2"								
36 Goldenrain Tree	Koeleruteria	paniculata		2" - 2 1/2"								
37 Sweetgum	Liquidambar	styraciflua		2" - 2 1/2"								
38 Tuliptree	Liriodendron	tulipifera		2" - 2 1/2"								
39 Cucumber tree Magnolia	Magnolia	acuminata		2" - 2 1/2"								
40 Flowering Crabapple	Malus		Spring Snow	2" - 2 1/2"								
41 Flowering Crabapple	Malus			2" - 2 1/2"								
42 Flowering Crabapple	Malus			2" - 2 1/2"								

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH
 REQUEST FOR BID #6969 DEADLINE: AT 3:00 P.M.
 TREE SUPPLIER FOR TOWN OF GREENWICH
 REPLY SHEET (Page 5 of 8)

COMMON NAME	GENUS	SPECIES	VARIETY / CULTIVAR	CALIPER	HEIGHT	ALTERNATE CALIPER	ALTERNATE HEIGHT	UNIT PRICE 1	UNIT PRICE 4	UNIT PRICE 10	UNIT PRICE 5-	UNIT PRICE >10
43 Flowering Crabapple	Malus			2" - 2 1/2"								
44 Flowering Crabapple	Malus			2" - 2 1/2"								
45 Flowering Crabapple	Malus			2" - 2 1/2"								
46 Tupelo	Nyssa	sylvatica		2" - 2 1/2"								
47 Tupelo	Nyssa	sylvatica	seedless	2" - 2 1/2"								
48 American Hophornbeam	Ostrya	virginiana		2" - 2 1/2"								
49 Amur Corktree	Phellodendron	amurense		2" - 2 1/2"								
50 London Planetree	Platanus x	acerifolia		2" - 2 1/2"								
51 Sargent Cherry	Prunus	sargentii		2" - 2 1/2"								
52 Choke Cherry	Prunus	virginiana		2" - 2 1/2"								
53 Callery Pear	Pyrus	calleryana		2" - 2 1/2"								
54 Swamp White Oak	Quercus	bicolor		2" - 2 1/2"								
55 Scarlet Oak	Quercus	coccinea		2" - 2 1/2"								
56 Bur Oak	Quercus	macrocarpa		2" - 2 1/2"								

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH
 REQUEST FOR BID #6969 DEADLINE: AT 3:00 P.M.
 TREE SUPPLIER FOR TOWN OF GREENWICH
 REPLY SHEET (Page 6 of 8)

COMMON NAME	GENUS	SPECIES	VARIETY / CULTIVAR	CALIPER	HEIGHT	ALTERNATE CALIPER	ALTERNATE HEIGHT	UNIT PRICE 1-4	UNIT PRICE 5-10	UNIT PRICE >10
57 Pin Oak	Quercus	palustris		2" - 2 1/2"						
58 Red Oak	Quercus	rubra (borealis)		2" - 2 1/2"						
59 Pagodatree	Sophora	japonica		2" - 2 1/2"						
60 Japanese Lilac Tree	Syringa	reticulata		2" - 2 1/2"						
61 Baldcypress	Taxodium	distichum		2" - 2 1/2"						
62 American Linden	Tilia	americana		2" - 2 1/2"						
63 American Elm	Ulmus	americana		2" - 2 1/2"						
64 Hybrid Elm	Ulmus	hybrids		2" - 2 1/2"						
65 Lacebark or Chinese Elm	Ulmus	parvifolia		2" - 2 1/2"						
66 Wilson's Elm	Ulmus	wilsoniana		2" - 2 1/2"						
67 Zelkova	Zelkova	serrata	Green Vase	2" - 2 1/2"						
68 Zelkova	Zelkova	serrata	Halka	2" - 2 1/2"						
69 Zelkova	Zelkova	serrata	Vilage Green	2" - 2 1/2"						

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH

REQUEST FOR BID #6969 DEADLINE: 3/14/13 AT 3:00 PM

TREE SUPPLIER FOR TOWN OF GREENWICH

REPLY SHEET (Page 7 of 8)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

BIDDER INFORMATION:

BIDDER NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TAXPAYER IDENTIFICATION NO. _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH

REQUEST FOR BID #6969 DEADLINE: 3/14/13 AT 3:00 PM

TREE SUPPLIER FOR TOWN OF GREENWICH

REPLY SHEET (Page 8 of 8)

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

COMPANY NAME _____