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

NO.:7170

ISSUE DATE: 8/11/15

DEADLINE DATE:9/09/15

DEADLINE TIME: 3:00 P.M.

X REQUEST FOR BID

____ REQUEST FOR PROPOSAL

ITEM/CATEGORY GRASS SEEDS

LOCATION GREENWICH, CT

____ PREQUALIFICATION

X 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.

James Giarraputo Latham, CPPB, Senior Buyer

An Affirmative Action/Equal Opportunity Employer, M/F/H

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, CT

REQUEST FOR BID #7170 DEADLINE: 9/09/15 AT 3:00 PM

GRASS SEEDS

The Town of Greenwich Purchasing Department, on behalf of the Parks and Recreation Department, is soliciting bids for the Town's annual supply of grass seeds. The Town will order these products on an as needed basis. The term of this award shall be 10/1/15 to 9/30/16.

The Town's estimated annual supply of grass seed is approximate. The Town makes no guarantee as to the amount that may be purchased. The Town may purchase more or less than this amount. The Town reserves the right to award more than one vendor.

The vendor(s) shall hold all bid prices fixed pricing for the one (1) year term of the award. The products will be ordered multiple times throughout the year and will be delivered by the selected vendor to multiple locations within the Town of Greenwich. The vendor(s) shall deliver all products within five (5) days of receiving an order.

Grass Seed Specifications

1) 60% Improved variety Kentucky Bluegrass / 40% Turf Type Perennial Ryegrass in 50 LB bags.

2) 50 % Improved variety Kentucky Bluegrass / 50% Turf Type Perennial Ryegrass in 50 LB bags.

3) Three-way Triplex Perennial Ryegrass in 50 LB bags.

4) Turf Annual Ryegrass in 50 LB bags.

5) Regenerating Perennial Ryegrass in 50 LB bags.

6) Rhizomatous Tall Fescue in 50 LB bags.

Bidder Reply

The bidder shall respond to this RFB by completing the attached Reply Sheets. The bidder shall indicate their pricing on the Reply Sheets. **All prices shall be held firm for one (1) year.** All pricing shall include all shipping and inside delivery costs to Greenwich, CT.

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.**

Packaging

Each bid must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of bids not properly labeled.

Price Guarantee/Duration of Proposal

Bids will remain in effect for a minimum period of sixty (60) days from the deadline for submission of the bid.

Payments

The Town of Greenwich shall make payment net thirty (30) days of receipt of invoice, submittal of documentation, and acceptance of the products.

Cancellation of Award/Contract

If vendor fails to perform or observe any material term or condition of the bid or order and such failure continues for thirty (30) days after vendor's receipt of written notice, the Town of Greenwich may cancel the order without liability for cancellation/termination charges.

Modification or Withdrawal of Bids

WITHDRAWAL OF BIDS PRIOR TO DEADLINE

A bidder wishing to withdraw a bid 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 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 before the established deadline is valid, the bid will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid and resubmit before the deadline.

WITHDRAWAL OF BIDS 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 deadline has passed, the submitted bids 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.

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

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 bid prices.

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 to the address below by **August 27, 2015 by 11:00AM.**

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

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

TOWN OF GREENWICH, CT

REQUEST FOR BID #7170 DEADLINE: 9/09/15 AT 3:00 PM

GRASS SEEDS

REPLY SHEET (Page 1 of 3)

GRASS SEED PRICING

The bidder shall provide the grass seed brand names and complete unit pricing below inclusive of all costs such as shipping and inside delivery to Greenwich, CT. The unit pricing shall be multiplied by the approximate annual quantity to determine the total price for each product. The Town reserves the right to purchase more or less than the approximate annual quantities listed below. Bid pricing shall remain fixed until 9/30/16.

Grass Seed	Unit Price Per 50LB Bag	Approximate Annual Quantity	Total Price
60% Improved Variety Kentucky Bluegrass/ 40% Turf Type Perennial Ryegrass	$_____	(x) 150 Bags	=$_____
50 % Improved variety Kentucky Bluegrass/ 50% Turf Type Perennial Ryegrass	$_____	(x) 150 Bags	=$_____
Three way Triplex Perennial Ryegrass	$_____	(x) 150 Bags	=$_____
Turf Annual Ryegrass	$_____	(x) 100 Bags	=$_____
Regenerating Perennial Ryegrass	$_____	(x) 100 Bags	=$_____
Rhizomatous Tall Fescue	$_____	(x) 100 Bags	=$_____
TOTAL			$_____

Bidder's Company Name _____

Authorized Signature _____

TOWN OF GREENWICH, CT

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GRASS SEEDS

REPLY SHEET (Page 2 of 3)

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'S COMPANY 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, CT

REQUEST FOR BID #7170 DEADLINE: 9/09/15 AT 3:00 PM

GRASS SEEDS

REPLY SHEET (Page 3 of 3)

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 _____