

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

NO.: 7231

ISSUE DATE: 3/22/16

DEADLINE DATE: 4/12/16

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID
 REQUEST FOR PROPOSAL

PRE-BID INSPECTION: Tuesday, March 29, 2016

TIME : 10:00 AM to 1:00 PM

LOCATION: Dorothy Hamill Skating Rink

Sherman Avenue

Greenwich, CT 06830

ITEM/CATEGORY SURPLUS SALE OF ZAMBONI

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.



Renata Michalski, Buyer II

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 Town of Greenwich. 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 Town of Greenwich 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.

Terms of payment to the Contractor shall be net/30 days after receipt of invoice and acceptance and approval of the services by the Town of Greenwich.

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 #7231 DEADLINE: 4/12/16 AT 3:00 PM

SURPLUS SALE OF ZAMBONI

The Purchasing Department of the Town of Greenwich is seeking bids for the sale of one Zamboni ice resurfacer, on a "As Is, Where Is" basis. The Town makes no guarantee as to the condition of the equipment.

Specs for Zamboni ice resurfacer:

Model 552 Electric

Serial # 6667

Wash Water

Board Brush

Total Hrs - 4570

Battery Pack 1 year old

Color - Red and White

Working condition - very good

Interested bidders may inspect the Zamboni at the Dorothy Hamill Skating Rink, Sherman Avenue, Greenwich, CT 06830 on **Tuesday, March 29, 2016 from 10:00 AM to 1:00 PM.** Contact name and phone number: Rich Eryne, cell number 203-496-0421.

The successful bidder(s) shall remove the equipment from the Dorothy Hamill Skating Rink within seven (7) days of the award. Failure to do so may jeopardize the award.

Payment for the equipment shall be in the form of a certified check or a bank check in the full amount of the selling price **and shall be presented to the Town within seven (7) days after notification of award by the Town.**

This sale shall be completed when the Town is in possession of the bidder's payment and after the Town of Greenwich Bill of Sale has been signed by the Town and by the bidder. A copy of the Bill of Sale form is attached as **Exhibit A** for general information.

Bidders shall respond to this Request for Bid (RFB) by completing and returning the Reply Sheet to the Purchasing Department before the bidding deadline **April 12, 2016 at 3:00 PM.**

The Town reserves the right to amend this RFB 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. No notification of addenda issuance will be made other than on the Town's website.

TOWN OF GREENWICH, CT

REQUEST FOR BID #7231 DEADLINE: 4/12/16 AT 3:00 PM

REPLY SHEET (Page 1 of 1)

The bidder shall indicate below the total price for the zamboni:

Minimum bid \$8,000.00 \$ _____

BIDDER'S NAME _____

ADDRESS _____

TELEPHONE NO. _____ **FAX NO.** _____

E-MAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TAXPAYER IDENTIFICATION NO. _____

RFB #7231 EXHIBIT A

BILL OF SALE

THE TOWN OF GREENWICH, CT HEREBY SELLS TO:

Description of Equipment Sold:

TOTAL AMOUNT OF SALE: \$ _____

THIS EQUIPMENT / MERCHANDISE IS BEING SOLD "AS IS", "WHERE IS". THE TOWN OF GREENWICH DOES NOT GUARANTEE THAT THIS EQUIPMENT OR APPARATUS WILL BE IN SAFE OPERATING CONDITION.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, THAT HAVE BEEN MADE OR ARE BEING MADE BY THE TOWN OF GREENWICH WITH REGARD TO THIS EQUIPMENT AND APPARATUS. THE BUYER OF THIS EQUIPMENT AND APPARATUS WAIVES ANY CLAIM OF LIABILITY AGAINST THE TOWN OF GREENWICH FOR DAMAGES OR INJURIES CAUSED OR OCCASIONED BY THIS EQUIPMENT / MERCHANDISE.

THE BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF GREENWICH, ITS AGENTS, SERVANTS AND EMPLOYEES, AGAINST ALL LOSSES, CLAIMS, ACTIONS AND JUDGMENTS BROUGHT AGAINST THE BUYER OR THE TOWN OF GREENWICH, ITS AGENTS, SERVANTS AND EMPLOYEES, CONCERNING THIS SALES TRANSACTION OR THE EQUIPMENT AND APPARATUS WHICH HAS BEEN PURCHASED FROM THE TOWN OF GREENWICH BY THIS BILL OF SALE AND CONTRACT.

BY THIS BILL OF SALE THE BUYER AGREES FOR HIMSELF AND HIS AGENTS, SERVANTS AND EMPLOYEES, AND HIS AND THEIR SUCCESSORS, VENDEES AND ASSIGNS, THAT HE AND THEY WILL NOT USE THE VEHICLE AND APPARATUS PURCHASED BY THIS BILL OF SALE TO PARTICIPATE IN ANY GOVERNMENTAL FUNCTIONS OF THE TOWN OF GREENWICH, WHETHER EMERGENCY OR OTHERWISE.

BUYER'S SIGNATURE _____ Date: _____

TOWN OF GREENWICH
PURCHASING AGENT _____ Date: _____