

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

NO.: 6665

ISSUE DATE: 9/15/09

DEADLINE DATE: 10/06/09

DEADLINE TIME: 2:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY SCREENED TOPSOIL

LOCATION GREENWICH, CT

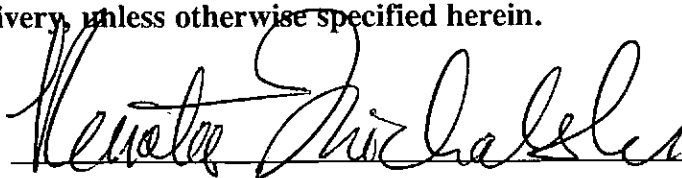
PREQUALIFICATION

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.**
3. **COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS.**
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. Bids/Proposals should be on requested items only. If for any reason vendor makes substitutions, he must so indicate on his bid/proposal.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.



Renata Michalski, Buyer

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.

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 #6665 DEADLINE: 10/6/09 2:00 PM

SCREENED TOPSOIL

The Town of Greenwich Purchasing Department, on behalf of the Parks and Recreation Department, is seeking bids for the purchase and delivery of approximately (1,000) one thousand cubic yards of Screened Topsoil to be purchased throughout the year, as per the specifications of this RFB.

The intention of this RFB is to establish firm pricing lasting a minimum of one (1) year with one (1) or more vendors, who will upon request provide the Town with the products and supplies described in the specifications of this RFB. Award will be made for a one (1) year period with the option to renew for an additional year, per mutual agreement.

The screened topsoil will be ordered on an as-needed basis throughout the year, and shall be delivered by the awarded vendor to 100 S. Arch Street and/or 393 North Street, Greenwich, CT.

The material shall consist of a manufactured topsoil made with garden compost and blend with inert sandy loam soil. The garden compost used shall be fully mature leaf and grass compost and have a good carbon nitrogen ratio, to be verified by the Town of Greenwich. The PH shall be between the range of 6.0 to 7.0 (finished blended topsoil).

The compost for blending shall be free of any animal, food, or sludge compost. After blending and screening, the final topsoil shall be screened to minus 1/2" to 3/8". The topsoil shall contain 10% to 12% organics and be free of any foreign debris, and man-made materials (e.g. ground construction or demolition debris). The topsoil shall be free of noxious odor, contaminants, and/or pesticides.

The soil shall contain optimum sieve sizes in order to be considered a topsoil for "all purpose" uses including new lawns, and plantings. Soluble salt levels shall be at a level so as not to inhibit seedling or young root growth, to be verified by the Town.

Vendor shall submit a current soil test and analysis report, including sieve analysis, micro and macronutrients, gravel content, loss on ignition, and mechanical analysis, with the Reply Sheets.

Vendors are required to submit a sample of the screened topsoil with the Reply Sheets. The screened topsoil, ordered by the Town and delivered by the awarded vendor, shall match the quality and composition of the sample of screened topsoil submitted with the Reply Sheets.

Vendor Reply

Vendors are to respond to this RFB by completing the attached Reply Sheets. Vendors shall indicate their pricing, lead times, references and exceptions on the Reply Sheets. **Contrary to the Town's standard terms, all prices shall be held firm for a minimum of 365 days.**

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by an addendum. Addenda will be posted to the Town's website (www.greenwichct.org) up to 48 hours in advance of the bid/proposal's due date and time for reference by the bidders. If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum.

Modification or Withdrawal of Bids

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.

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.

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.

Reservation of Rights

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town, or to accept that bid which appears to be in the best interest of the Town. The Town reserves the right to waive any and all formalities or reject any or all bids or any part of any bid. The Town is intending to purchase all supplies from one vendor, but is not obligated to do so, and may engage more than one vendor if it is in the best interest of the Town.

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.

Criteria for Evaluation of Bids

The Town is not considering price alone. The criteria used in evaluating bids received will include, but not be limited to, the following:

1. Price of product
2. Quality of product
3. Warranties and Guarantees
4. Delivery terms and conditions
5. Exceptions to the RFB
6. Vendor's references
7. Ability of vendor to deliver products and services in a timely fashion

TOWN OF GREENWICH

REQUEST FOR BID #6665 DEADLINE: 10/6/09 2:00 PM

SCREENED TOPSOIL

REPLY SHEET (Page 1 of 3)

Vendor shall indicate below the total price per cubic yard, including delivery to Greenwich, CT, for screened topsoil as per the specifications of this RFB:

Total price per Cubic Yard, Screened Topsoil (FOB Greenwich, CT.) \$ _____

Brand _____

EXCEPTIONS

Vendor shall indicate below any exceptions to the specifications or language of this RFB:

REFERENCES

Vendors shall list below five customers/references who have purchased products similar to the specifications of this RFB:

| REFERENCE | CONTACT NAME | TELEPHONE # |
|-----------|--------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

VENDOR NAME: _____

AUTHORIZED SIGNATURE: _____

TOWN OF GREENWICH

REQUEST FOR BID #6665 DEADLINE: 10/6/09 2:00 PM

SCREENED TOPSOIL

REPLY SHEET (Page 2 of 3)

Vendor shall hold prices firm for _____ days (365 min.) after bid opening.
Vendor shall deliver the screened topsoil _____ days after receipt of an order.

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.

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.

RESPONDENT INFORMATION:

RESPONDENT NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

TAXPAYER IDENTIFICATION NO. _____

INCORPORATED IN THE STATE OF _____

TOWN OF GREENWICH

REQUEST FOR BID #6665 DEADLINE: 10/6/09 2:00 PM

SCREENED TOPSOIL

REPLY SHEET (Page 3 of 3)

Non-collusion Language (continued)

*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 _____