

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

NO.: 6669

ISSUE DATE: 9/16/09

DEADLINE DATE: 10/7/09

DEADLINE TIME: 2:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY POTASSIUM PERMANGANATE

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.


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.

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 #6669 DEADLINE: 10/7/09 AT 2:00 P.M.

POTASSIUM PERMANGANATE

1. The hired vendor must:
 - 1) complete delivery within two (2) weeks of the call-in; and
 - 2) confirm that the bidder's dispatcher has been made aware of this requirement.
2. Prior to submitting a bid, vendors shall be responsible for visiting each Town facility to observe the equipment to ensure that the vendors' drums are compatible with the facility's equipment.
3. Vendor shall furnish Material Safety Data Sheets (MSDS) with bid reply.
4. In the event the State of Connecticut issues and awards a similar potassium permanganate bid during the period of this award, the Town reserves the right to select the supply arrangement that is in the best interest of the Town.
5. The potassium permanganate shall be in powder form in 330 lb. drums, and/or 20% solution liquid form in either 55-gallon drums or 250-gallon totes. Bid shall include pricing for both the dry and liquid forms.
6. Quantities indicated in this RFB are approximate. Greenwich may purchase more or less than these amounts.
7. Approximately 18,000 pounds of Potassium Permanganate shall be delivered per year FOB to:

The Waste Water Treatment Plant
Grass Island, Shore Road
Greenwich, CT 06830
8. Bids are to be submitted to the Town of Greenwich Purchasing Department, First Floor, Town Hall, 101 Field Point Road, Greenwich, CT 06830 by **2:00 p.m., on October 7, 2009**. Bids received after that time and date will not be considered and will be returned unopened to the vendor. The Reply Sheet must be completed and returned with the bid.
9. The awarded vendor shall hold prices firm for the duration of the initial term of the award term, November 1, 2009 through October 31, 2010.
10. The awarded vendor will be required to provide a list of its delivery personnel for security purposes. The vendor will provide updates to the list, as needed by its changes in staff. Drivers' credentials may be requested of the drivers and checked by the Town's personnel, and those not on the list may not be allowed on the Town's WWTP grounds. The Town will not be responsible for any additional costs incurred by the Contractor should its drivers not be on the accepted drivers list and allowed onsite.

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.

TOWN OF GREENWICH

REQUEST FOR BID #6669 DEADLINE: 10/7/09 AT 2:00 P.M.

POTASSIUM PERMANGANATE

REPLY SHEET (Page 1 of 3)

Bidders shall provide pricing for Potassium Permanganate below. Pricing shall be complete and include all costs. Shipping terms are FOB destination, freight prepaid and allowed.

PRICING FOR INITIAL ONE YEAR TERM

Price Per Pound Delivered in 330 lb drum from 11/1/09 through 10/31/10: \$ _____ per lb
Price Per Gallon Delivered in 55 gal drum from 11/1/09 through 10/31/10: \$ _____ per gal
Price Per Gallon Delivered in 250 gal tote from 11/1/09 through 10/31/10: \$ _____ per gal

PRICING FOR OPTIONAL YEAR

Upon mutual consent the award term may be extended for one (1) additional year. The bidder shall indicate below the firm fixed pricing for the optional year:

Price Per Pound Delivered in 330 lb drum from 11/1/10 through 10/31/11: \$ _____ per lb
Price Per Gallon Delivered in 55 gal drum from 11/1/10 through 10/31/11: \$ _____ per gal
Price Per Gallon Delivered in 250 gal tote from 11/1/10 through 10/31/11: \$ _____ per gal

Delivery will be made _____ days after receipt of order.

Bids will remain valid for _____ days after bid opening.

VENDOR NAME: _____

AUTHORIZED SIGNATURE: _____

TOWN OF GREENWICH

REQUEST FOR BID #6669 DEADLINE: 10/7/09 AT 2:00 P.M.

POTASSIUM PERMANGANATE

REPLY SHEET (Page 2 of 3)

Non-collusion Language

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 _____

Street Address _____

Telephone # _____

Fax # _____

Email _____

Website _____

Taxpayer Identification # _____

Print Name _____

Title _____

Authorized Signature _____

Incorporated in the State of _____

TOWN OF GREENWICH

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POTASSIUM PERMANGANATE

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 _____