

TOWN OF GREENWICH  
PURCHASING DEPARTMENT

101 Field Point Road  
Greenwich, CT 06830  
203 622-7881

NO.: 6672

ISSUE DATE: 11/4/09

DEADLINE DATE: 11/25/09

DEADLINE TIME: 11:00 A.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: \_\_\_\_\_

TIME AND DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

ITEM/CATEGORY GASOLINE 89 OCTANE

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 #6672 DEADLINE: 11/25/09 AT 11:00 A.M.**

**GASOLINE 89 OCTANE**

**Background**

The Purchasing Department of the Town of Greenwich is soliciting bids for the supply and delivery of 89 octane gasoline.

The vendor shall supply and deliver to the Town on an as needed basis, 89 octane gasoline that meets the most recent issue of specifications of A.S.T.M., Local, State, and Federal requirements.

The Town's current supply agreement will expire on December 31, 2010. If this RFB leads to an award, the awarded vendor shall supply gasoline to the Town beginning January 1, 2011. The term of the new agreement will be January 1, 2011 through December 31, 2011. There will also be one (1) option year, January 1, 2012 to December 31, 2012, that may be engaged upon the mutual consent of both parties.

**Terms and Conditions**

In addition to the Town's standard terms and conditions that are listed on the reverse side of the cover page of this RFB, the following shall also apply.

**Issuing Authority**

The Town's senior buyer, Mr. James Giarraputo Latham, CPPB, has been designated to be responsible for the conduct of this procurement. All questions must be directed to him in writing to the address below before **Monday, November 16, at 11:00 AM**. Questions received after this time cannot be answered.

Town of Greenwich / Town Hall  
Purchasing Department  
101 Field Point Road  
Greenwich, CT 06830  
Attn: James Giarraputo Latham, CPPB  
jlatham@greenwichct.org

## **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](http://www.greenwichct.org)) up to 48 hours in advance of the bid/proposal's due date and time for reference by the bidders. 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.

## **Bidding Deadline**

Bids are to be sealed and clearly marked on the outside with **Town of Greenwich RFB #6672. Bids must be received by 11:00 a.m. on Wednesday, November 25 in the Purchasing Department on the first floor of Town Hall to be considered.** Whether the bid is hand delivered or sent by mail or commercial express service, the vendor shall be responsible for delivery of the bid to the **Town of Greenwich Purchasing Department** by the due date and deadline. Bids received after the deadline will not be considered. All bids become the property of the Town. Fax and email bids are NOT acceptable.

## **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 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.

## Scope

The bid is intended to fulfill the Town of Greenwich requirement for the purchase and delivery of gasoline 89 octane for the use in Town vehicles and equipment. The vendor will deliver gasoline on an as needed basis to the tanks identified below. The Town reserves the right to modify, add and delete tanks during the term(s) of the award.

## Projected Consumption

The following listing is a summary of the Town's approximate fuel consumption. The Town may purchase more or less than has been estimated.

The Town reserves the right to add or delete tank locations within Greenwich that the vendor shall service.

*The Town will be permitted a swing of 5%. Therefore, the Town will not be penalized in any way if actual consumption is 5% less or 5% more than the estimated consumption presented in this RFB. Bidders must calculate this into their pricing*

# TOWN OF GREENWICH

## GASOLINE 89 OCTANE

### TANK LOCATIONS, SIZES, & APPROXIMATE CONSUMPTION

1/1/11 to 12/31/11

GAS TANK LOCATION	TANK SIZE	APPOX ANNUAL CONSUMPTION	CONTACT
Highway Garage, Indian Field Rd	4000	191,840	Fleet Director
Holly Hill Transfer Station, Holly Rd	2000		Fleet Director
Board of Ed Ground's Dept, North Street	2000		Fleet Director
Greenwich Point, Todds Drift way	300		Fleet Director
Marine Police Facility, S. Arch Street	550	10,000	G. Hannigan, Police Dept
Griffith Golf Course, King Street	300	4,300	L. Berlingo, Griff Golf Course
Griffith Golf Course, Cliffdale Road	300	4,300	L. Berlingo, Griff Golf Course

TOTAL APPROXIMATE ANNUAL CONSUMPTION OF GASOLINE 89 OCTANE      210,440 gallons

## **Testing of Product**

The quality of fuel offered must conform to the requirements set forth in the specifications. Product samples (1 pint) **may be** requested **after** submittal of bids. **If requested**, the samples shall be labeled with the bidder's company name, the product in the container, and RFB #6672. Failure to submit a sample product for testing, if requested, will remove the bidder from consideration.

In addition, samples of delivered fuel may be tested by the Town to check conformity with the specifications.

If, in the opinion of the Town a delivery of fuel deviates from the specifications, is the wrong type of fuel, or is otherwise defective in quality to such a degree that proper use and combustion efficiency are interfered with, the shipment may be rejected. It is the supplier's responsibility to immediately remove the entire contents of the vessel or vessels within two (2) hours notice by the Town and to replace the product. This is to be done at the supplier's expense without interruption of municipal operations.

If the supplier fails to respond and remove the contents of the tank in the above-stipulated time, the Town will have the right to have the fuel removed and replaced with the correct type from another source. In such a case, the supplier will forfeit the right to sample and test the product as described below. All expenses incurred by the Town in removing, decontaminating, repairing the storage vessel and/or equipment will automatically become the full responsibility of the supplier. The supplier will also be responsible for any product costs that exceed the normal cost of product purchased under the terms of the award.

In case the Town questions the quality or type of any shipment, the supplier has the right to sample, in the presence of the Town's representative, the delivery concerned within two (2) hours of notification by the Town and to test it. If the findings of the supplier's laboratory do not agree with those of the Town, a portion of the sample in question is to be submitted to a third laboratory, agreeable to both parties and the test findings of this laboratory will be accepted as representing the true quality of such shipment, and the cost of such independent test as well as the removal and replacement of product is to be paid by the party adjudged to be incorrect in his initial testing.

**NO MIXING** of an incorrect fuel supply with other grades of fuel or solvent in an attempt to create a satisfactory supply will be permitted.

**NOTE:** Fuel oil supplies must meet current standards for pollution control as set forth in federal, state or local statutes. In any case where the above specifications may be in variance, the current statute shall rule.

## Delivery Procedures

It is recommended that all potential bidders familiarize themselves with all delivery sites prior to bidding. The supplier shall deliver, as needed throughout the term of the award, quantities of fuel sufficient to maintain product within the tanks. Such deliveries are to be made Monday through Friday, except holidays. Awarded vendor is required to make additional and emergency deliveries as required as promptly as possible at no additional charge. Tanks are not to be allowed to drop below 1/4 full. The supplier shall *assign two (2) drivers to each route so that each driver may be cover for the other and be familiar with each building's fill location.*

Awarded vendor's delivery trucks shall be equipped with meters to accurately measure the quantity. The meters must be sealed in accordance with regulations established and enforced by the Department of Consumer Protection, Division of Weights and Measures in which the company is doing business. The Town reserves the right to cancel and/or refuse deliveries from any vehicle with a broken or malfunctioning meter.

All meters must be equipped with a ticket printer that will provide an accurate accounting of the amount of fuel delivered on a PRINTED RECEIPT at the time of delivery. PRINTED RECEIPTS must contain the following information:

- Town of Greenwich Tank Location and Number
- Town of Greenwich assigned Purchase Order Number
- Type of Product
- Vendor name and address
- Delivery Date
- Truck motor vehicle registration number
- Before and after stick reading
- Before and after meter reading
- Signature of vendor representative making delivery
- Signature of Connecticut agency representative receiving delivery

Delivery tickets shall be locked in the printer from the start of the delivery until the delivery is completed and recorded.

Should the supplier fail to make deliveries as required, the Town reserves the right to secure sufficient product of equal or better grade and from any available source, to guarantee continued operation, and to back charge the supplier for any difference in cost from the contract price including costs directly attributable to the interruption of supply. Repeated failure to deliver on time and/or after notifications will be cause to consider the supplier in default of contract. In such case the Town, at its discretion may cancel the contract and secure the product for the remaining contract period from any available source best suited to the interests of the Town and to back charge the supplier for any difference in price.

The supplier is to not be obligated if he is unable to furnish products because of strikes, fires, war conditions in this country, or other causes beyond the supplier's control (weather conditions not included). In such cases, the Town is to be notified by telephone immediately followed by written notice within three (3) days.

- 1) All fuel deliveries are to be made on weekdays between the hours of 7:30 A.M. and 10:00 P.M. for the Fleet Department location and 8:00 A.M. to 4:00 P.M. for all other government locations.
- 2) The driver shall see the Town employee at the time of delivery.
- 3) The Town employee and driver shall 'stick' the tank before and after delivery to confirm the quantity delivered.
- 4) Delivery trucks shall not ride up on curbs, sidewalks or lawns
- 5) Delivery tickets shall be provided to the location where fuel has been delivered. For the three automated fueling sites, invoices shall be sent to the Fleet Department at 100 Indian Field Road. Invoicing addresses for other Town locations shall be confirmed at time of award.

*Bidders should provide at time of bid Material Safety Data Sheets (MSDS).*

### **Spillage**

The awarded vendor is responsible for insuring that the product delivered is constantly monitored at the point of transfer. Drivers are to exercise care to avoid spilling product or creating other damage in making delivery. Awarded vendor will be responsible for any and all site and environmental damages that are incurred due to spillage of the product. Any cleaning required, or repairs made necessary by such spillage, will be performed by the supplier at the supplier's expense. The supplier shall be responsible for all costs of environmental cleanup and payment of any or all fines resulting from spillage at time of delivery.

### **Bidders Reply**

Bidders shall respond to this RFB by completing all of the Reply Sheets. The completed Reply Sheets are the bid and must be received by the Purchasing Department before the deadline. Bids received after the deadline cannot be accepted.

The bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the deadline. Bids are not accepted by fax or email.

Bidders shall provide fixed pricing for the initial one (1) year term of the award 1/1/11 to 12/31/11. If available, bidders are requested to also provide fixed pricing for the potential option year 1/1/12 to 12/31/12.

## Pricing

Bidders shall provide both current variable pricing and fixed pricing. All variable priced bids submitted shall remain valid and available to the Town for 90 days after the bid opening. Fixed price bids shall remain valid for at least three (3) hours after the deadline.

Variable Pricing: Fluctuation in price over the life of the contract (increase or decrease) will be based on the Journal of Commerce, New Haven, Connecticut harbor average.

Fixed Pricing: Bidders shall provide firm fixed pricing for twelve (12) month terms. As an option, the Town may elect to fix pricing at any point in the contract period.

New Haven Harbor Market Average is expressed in terms of cents per gallon for gasoline 89 octane.

The posted New Haven Harbor Market prices are exclusive of taxes. The formula for gasoline 89 octane is as follows, (discounts will be applied prior to figuring any tax):

$$(\text{NHHL} + \text{NHHH}/2 + \text{Delivery Charge}) \times \text{Quantity} = \text{Net Price}$$

**TOWN OF GREENWICH**

**REQUEST FOR BID #6672 DEADLINE: 11/25/09 AT 11:00 A.M.**

**GASOLINE 89 OCTANE**

**REPLY SHEET (Page 1 of 6)**

**Current Firm Fixed Pricing & Current Variable Pricing**

The bidder hereby declares knowledge of the specifications of gasoline 89 octane, the various tank locations, the Town's requirements, and the objectives for each element of the service and understands that in signing this bid, all right to plead any misunderstanding regarding it is waived. The bidder further understands and agrees that the bidder will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to provide and deliver gasoline and to accept in full compensation therefore the amount of the award as agreed to by the supplier and the Town.

The bidder shall provide complete pricing below:

Product	Size of Delivery to a Single Tank	Variable Price Differential Fee	12 Month Period 1/1/11 to 12/31/11 Firm Fixed Price Per Gallon	12 Month Period 1/1/12 to 12/31/12 Firm Fixed Price Per Gallon
Gasoline 89 octane	Less than 1000 Gals	\$	\$	\$
Gasoline 89 octane	1000 Gals to 4999 Gals	\$	\$	\$
Gasoline 89 octane	5000 Gals or More	\$	\$	\$

**Bidder's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR BID #6672 DEADLINE: 11/25/09 AT 11:00 A.M.**

**GASOLINE 89 OCTANE**

**REPLY SHEET (Page 2 of 6)**

**Formula to Determine a Future Fixed Price**

The Town may consider the option to renew at a new fixed price for the option years of this award. The Town may also convert from a variable price to a fixed price agreement at any time. For gasoline, the potential future fixed price will be the sum of the following three (3) elements:

1. The most recent NYMEX Strip Average
2. Plus the current cash differential as charged by the brokers
3. Plus a fixed fee to cover the supplier's overhead, profit and delivery costs. The bidder shall indicate this fixed fee below and upon request, the bidder shall provide information relating to this fixed fee. The information supplied will be used for verification purposes only and will be held in strict confidence.

Product	Size of Delivery to a Single Tank	Fixed Fee (Item 3 above)
Gasoline 89 Octane	1000 Gallons or More	\$

For pricing in the option years, bidder shall declare what formula shall be used to determine the fixed price and, if pertinent, shall declare the fixed fee (#3 above):

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**Bidder's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR BID #6672 DEADLINE: 11/25/09 AT 11:00 A.M.**

**GASOLINE 89 OCTANE**

**REPLY SHEET (Page 3 of 6)**

**Bidder's Qualifications**

1. Number of years in business \_\_\_\_\_
2. Number of personnel employed Part time: \_\_\_\_\_ Full time \_\_\_\_\_
3. List five (5) contracts similar in type/size to this RFB that bidder has fulfilled in the past three (3) years. Include type of fuel supplied, approximate yearly volume, name and telephone of contact person.

Fuel	Qty	Dates	City/Company Name	Contact	Telephone

4. The location of the bidder's supply facilities is \_\_\_\_\_  
The capacity is \_\_\_\_\_, The products handled are \_\_\_\_\_  
\_\_\_\_\_

5. The bidder shall summarize quality control measures utilized to ensure that product does not become contaminated or mixed with other product (including the transportation process to the storage facility, movement of product within the storage facility, and the final delivery process).  
\_\_\_\_\_  
\_\_\_\_\_

6. The number of trucks owned by the bidder and their capacities are \_\_\_\_\_  
\_\_\_\_\_

7. The bidder's trucks are fitted with a bleeder valve for sampling product: Yes \_\_\_\_\_ No \_\_\_\_\_

8. The number of full time drivers employed, qualified to handle this equipment is \_\_\_\_\_  
The number of part time drivers employed, qualified to handle this equipment is \_\_\_\_\_

**Bidder's Company Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_



**TOWN OF GREENWICH**

**REQUEST FOR BID #6672 DEADLINE: 11/25/09 AT 11:00 A.M.**

**GASOLINE 89 OCTANE**

**REPLY SHEET (Page 5 of 6)**

**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.

**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** \_\_\_\_\_

**TOWN OF GREENWICH**

**REQUEST FOR BID #6672 DEADLINE: 11/25/09 AT 11:00 A.M.**

**GASOLINE 89 OCTANE**

**REPLY SHEET (Page 6 of 6)**

**Non-collusion Language (continued)**

\*The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://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** \_\_\_\_\_