

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

NO.: 7529

ISSUE DATE: 11/01/19

DEADLINE DATE: 11/26/19

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY OUTBOARD ENGINE

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.



Edyta Jolicoeur, Buyer I

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. Any respondent that takes exception to the insurance requirements set forth by the Town of Greenwich Risk Manager shall be deemed unresponsive.

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 contractor's 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 #7529 DEADLINE:11/26/19 AT 3:00 PM
OUTBOARD ENGINE

BACKGROUND

The Town of Greenwich Purchasing Department, on behalf of the Environmental Health Division of the Health Department, is seeking bids for the purchase and installation of one (1) Yamaha F250 Outboard Engine. The new Engine shall be installed on the Town's 2009 Parker 2320L boat.

An "Equal to" substitute will be reviewed and considered by the Town. Bidder to provide the brand/model on the Reply Sheets, and submit any additional documentation that is available.

BIDDER REPLY

Bidders are to respond to this Request For Bid by completing the attached Reply Sheets. Bidders shall indicate their pricing and all other required information on the Reply Sheets. The pricing on the Reply Sheets shall be complete and shall include the costs of all shipping, delivery, installation, labor, insurance, certificates, permits, and/or other prices pertaining to this project.

Bidder must include proof of insurance - **Acord certificate of insurance form** - with their bid.

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.gov/bids) up to 48 hours in advance of the bid'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, Scope of Work, Reply Sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids. **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. Please note the **RFB #** on the outside of the package. The Town will not be responsible for premature opening of bids that are not properly labeled.

PRICE GUARANTEE / DURATION OF BID

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

BID COSTS

The Bidder shall be responsible for all costs incurred in the development and submission of their bid. The Town assumes no contractual obligation as a result of the issuance of this RFB, the preparation or submission of a bid by a Bidder, the evaluation of an accepted bid, or the selection

of finalists. The Town shall not be contractually bound until the Town and the successful Bidder have executed a written contract for the performance of the work.

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 included in the bid prices.

PAYMENTS

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

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 to reject any or all bids or any part of any bid.

CANCELLATION OF AWARD/CONTRACT

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

MODIFICATION OR WITHDRAWAL OF BID 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.

MODIFICATION OR WITHDRAWAL OF BID AFTER 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.

PERMITS

If applicable, the Contractor shall ascertain any permits required to perform the service as described in the Specifications and Scope of Work. All required permits shall be obtained and paid for by the Contractor. Various permits may be obtained at the Building Department, Town Hall, 101 Field Point Road, Greenwich, CT 06830.

STATE, LOCAL AND FEDERAL LAWS

The Bidder shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to the performance of services.

APPLICABLE LAW

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

ISSUING AUTHORITY

Ms. Edyta Jolicoeur, Buyer I, 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 Ms. Jolicoeur to the address below **by 11:00 AM on Thursday, November 14th, 2019:**

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

Email: edyta.jolicoeur@greenwichct.org

INSURANCE CERTIFICATE

The Bidder is required to provide their insurance coverage. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned with the Bid. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The **RFB #7529** and project name: **OUTBOARD ENGINE**, must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. **Contractor's insurance must be primary and non-contributory.**

SPECIFICATIONS

- One (1) Yamaha F250 Outboard Engine - or equal.
- Engine Type: V6
- Displacement: 4.2L
- Bore x Stroke: 96 x 96mm (3.78 x 7.78in)
- Prop Shaft Horsepower: 250hp at 5500 rpm
- Alternator Output at W.O.T.: 50 – 70 Amp
- Fuel Induction System: EFI
- Compression Ratio: 10.3:1
- Full Throttle RPM Range: 5000 ~ 6000 rpm
- All required Engine and control harnesses.
- Propeller sized and pitched per Boat manufacturer's recommendation.

SCOPE OF WORK

- Bidder shall install the Outboard Engine and perform the pre-delivery inspection & testing.
- The installation must be complete, so the Engine and all controls are completely functional.
- The bid amount must include pickup from and return to the boat's current location in Cos Cob, CT.
- Time frame: The boat will be available within 45 days of the RFB deadline date. The installation must be completed within 45 days of receiving the boat.
- Delivery: The price shall include delivery to a location of the Town's choosing, or the launching of the boat, depending on the Town's preference.
- If the Town deems necessary, the Town may request the Bidder to conduct sea trials, with the Town of Greenwich Shellfish Commissioner personnel, to make sure the boat with the installed Engine is operating correctly.
- Engine must have a minimum three (3) year manufacturer's warranty. The Bidder must be available to provide all necessary warranty work covered under the warranty.

TOWN OF GREENWICH, CT
REQUEST FOR BID #7529 DEADLINE:11/26/19 AT 3:00 PM

OUTBOARD ENGINE
REPLY SHEET (Page 1 of 4)

All bids must be signed in ink. Electronic signatures will not be accepted.

PRICING

The Bidder shall provide the **Total Price** below, inclusive of **all costs**, as per the Specifications and Scope of Work in this RFB, to supply and install One (1) Engine on the Town's boat:

Total Price: \$ _____

Engine Brand: _____

Engine Model #: _____

LEAD TIME

The Bidder shall specify below the total amount of days it will take to obtain the new Engine and complete the installation of the new Engine on the Town's boat:

Number of working days to complete the work: _____ days

INSURANCE CERTIFICATE ATTACHED:

Yes _____ No _____

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7529 DEADLINE:11/26/19 AT 3:00 PM

OUTBOARD ENGINE
REPLY SHEET (Page 2 of 4)

EXCEPTIONS

Bidder shall indicate below all exceptions (if any) to the language of this RFB document.

WARRANTY

Warranty for Engine shall be for a minimum of three (3) years. The Bidder must be available to provide all necessary warranty work covered under the warranty. Please indicate warranty terms below:

Bidder shall list below all Subcontractors (if any), which will be used to work on this project:

SUBCONTRACTOR NAME	CITY, STATE	TYPE OF BUSINESS

Bidder's Company Name: _____

Authorized Signature: _____

TOWN OF GREENWICH, CT
REQUEST FOR BID #7529 DEADLINE:11/26/19 AT 3:00 PM

OUTBOARD ENGINE

REPLY SHEET (Page 3 of 4)

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 proposal, 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 _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH, CT
REQUEST FOR BID #7529 DEADLINE:11/26/19 AT 3:00 PM

OUTBOARD ENGINE

REPLY SHEET (Page 4 of 4)

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 _____

BIDDER'S COMPANY NAME _____

CONTRACT SIGNATURE

The Bidder shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., **officer of the company**) who will sign the contract (if one is needed) for this procurement:

