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

NO.: 7733

ISSUE DATE: 09/22/2022

DEADLINE DATE: 10/12/2022

DEADLINE TIME: 11:00 AM

	X REQUEST FOR BID REQUEST FOR PROPOSAL
	PREBID CONFERENCE:
	TIME AND DATE:
	LOCATION:
SURPLUS SALE OF PURC EQUIPMENT AND SUPPL	HASING AND ADMINISTRATIVE SERVICES IES

PLEASE NOTE:

X

- 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. Bidder is responsible for actual delivery of the bid/proposal sent by mail or commercial express service 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.
- BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL. 2.
- COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING 3. INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
- Bid/Proposal number must appear on all bids and related correspondence. 4.
- The Town of Greenwich is exempt from Federal and State Taxes. 5.
- The Town will consider an alternate bid only if Bidders have been permitted to provide an alternate 6. 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.

RFB/RFP TITLE: EQUIPMENT AND SUPPLIES

STANDARDS/SPECIFICATIONS

LOCATION: GREENWICH, CT

PREQUALIFICATION

INSURANCE REQUIRED

Sharon Strain, Procurement Specialist

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 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 #7733 DEADLINE: 10/12/2022 AT 11:00 AM

SURPLUS SALE OF PURCHASING AND ADMINISTRATIVE SERVICES EQUIPMENT AND SUPPLIES

BACKGROUND

The Town of Greenwich Purchasing Department is accepting bids for the Surplus Sale of Purchasing and Administrative Services Equipment and Supplies on an "As Is, Where Is" basis.

The Town makes no guarantees or promises as to the condition, usefulness, functionality, or safety of the Purchasing and Administrative Services Equipment and Supplies.

<u>DESCRIPTION OF THE PURCHASING AND ADMINISTRATIVE SERVICES</u> EQUIPMENT AND SUPPLIES

The details of the available Purchasing and Administrative Services Equipment and Supplies:

Item	Quantity Available	
Pitney Bowes W350	1	
Accufast KT TAB	1	
Accufast FX	1	
General Binding Corporation Comb Binder	1	
IBM Typewriter	1	
Pitney Bowes AddressRight DA70S	1	
Pitney Bowes Red Ink (766-8)	8	
Pitney Bowes Gummed Postage Meter Tape (627-2)	4 Boxes	
Pitney Bowes Postage Meter Tape (627-8)	1 Box	
ABC VeloBind 1" Spines	6 Boxes	
Fellows 1/4" Plastic Combs	10 Boxes	
Ibico ½" Plastic Combs Black	3 Boxes	
Ibico ½" Plastic Combs Navy Blue	1 Box	
Ibico 3/8" Plastic Combs Black	1 Box	
Plastic Combs 3/8" Black	2 Boxes	
Cerlox Bindings 3/8" Plastic Combs Navy Blue	1 Box	
Cerlox Bindings 5/16" Plastic Combs White	1 Box	
Cerlox Bindings 5/6" Plastic Combs Blue	1 Box	
Ibico 3/4" Plastic Combs Navy Blue	1 Box	
Pitney Bowes Rolling Table	1	
White Computer Desk	1	

The Town requires a minimum Bid Price of \$1.00 for each item listed.

Please see **Exhibit B** for pictures regarding the condition of the Purchasing and Administrative Services Equipment and Supplies.

SURPLUS SALE PROCESS

Bidder shall respond to this Request for Bid (RFB) by completing and returning the Reply Sheet to the Purchasing Department before the deadline. Bids are not accepted by fax or e-mail. **Bidder shall** be responsible for the actual delivery of the bid to the Town of Greenwich Purchasing Department before the deadline. Please submit bids in a sealed envelope and clearly indicate RFB #7733 on the lower left-hand corner of the envelope.

A Minimum Bid Price for each item is required. Payment for the Purchasing and Administrative Services Equipment and Supplies shall be in the form of a certified check or bank check, made out to: "Town of Greenwich", in the full amount of the selling price, and shall be delivered to the Purchasing Department by the successful Bidder within seven (7) business days after notification of award.

The Town of Greenwich Bill of Sale shall be signed by the successful Bidder and the Town within seven (7) business days after notification of award. A copy of a Bill of Sale is attached as Exhibit A.

The successful Bidder shall remove the Purchasing and Administrative Services Equipment and Supplies at their own risk, within four (4) days of signing the Bill of Sale. Pickup of the Purchasing and Administrative Services Equipment and Supplies shall be coordinated with the Purchasing Department upon execution of the Bill of Sale and Payment Receipt. If the Bidder is unable to pick up the Purchasing and Administrative Services Equipment and Supplies, the Bidder shall be responsible for the arrangement and cost of packaging and shipping of the Purchasing and Administrative Services Equipment and Supplies.

All sales are final upon execution of the Bill of Sale and Payment Receipt. The Town will not issue refunds.

Any questions relating to this RFB shall be addressed to Ms. Sharon Strain, Procurement Specialist, at:

Sharon.Strain@greenwichct.org

by 11:00 AM on Thursday, September 29th, 2022

DELIVERY OF BIDS

Bids shall be delivered to the Town of Greenwich Purchasing Department, First Floor, Town Hall, 101 Field Point Road, Greenwich, CT 06830 by:

11:00 AM on Wednesday, October 12th, 2022

Bids received after the deadline date and time will not be considered and will be returned unopened to the Bidder. The Reply Sheets must be completed and returned with the bid in a sealed envelope. Please clearly indicate <u>RFB #7733</u> on the lower left-hand corner of the envelope.

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 deadline. It is the responsibility of the Bidder to check the Town's website for addenda, the Town will not provide notification. 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, Reply Sheets, and times/dates for Pre-Bid Conferences, as well as deadlines for questions and submissions.

CONFIDENTIALITY/DISCLOSURE

"Contractor" refers to all Bidders/Respondents submitting a bid/proposal.

The Town will afford due regard to the Contractor's request for the protection of proprietary or confidential information received. However, all materials associated with the Bid/Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not state generally that the materials are proprietary or confidential in nature and therefore not subject to release to third parties. The specific sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under FOIA must be specifically identified as such. An explanation and rationale to justify each exemption consistent with FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to FOIA.

If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Town will endeavor to keep said information confidential to the extent permitted by law. The Town, however, shall have no obligation to initiate, prosecute or defend any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Town, or any representative of the Town, be liable for the disclosure of any documents or information in its possession which the Town believes are required to be disclosed pursuant to FOIA or other requirements as mandated by policy/law.

Additionally, as per Section 1-210(b) of FOIA – Nothing in the Freedom of Information Act shall be construed to require the disclosure of:

(24) Responses to any request for proposals or bid solicitation issued by a public agency, responses by a public agency to any request for proposals or bid solicitation issued by a private entity or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.

TOWN OF GREENWICH, CT

REQUEST FOR BID #7733 DEADLINE: 10/12/2022 AT 11:00 AM

SURPLUS SALE OF PURCHASING AND ADMINISTRATIVE SERVICES EQUIPMENT AND SUPPLIES

REPLY SHEET (Page 1 of 1)

Bidder shall indicate below the Bid Price for each item. A minimum Bid Price of \$1.00 per requested item is required.

Item	Quantity Available	Quantity Requested	Bid Price
Pitney Bowes W350	1		\$
Accufast KT TAB	1		\$
Accufast FX	1		\$
General Binding Corporation Comb Binder	1		\$
IBM Typewriter	1		\$
Pitney Bowes AddressRight DA70S	1		\$
Pitney Bowes Red Ink (766-8)	8		\$
Pitney Bowes Gummed Postage Meter Tape (627-2)	4 Boxes		\$
Pitney Bowes Postage Meter Tape (627-8)	1 Box		\$
ABC VeloBind 1" Spines	6 Boxes		\$
Fellows 1/4" Plastic Combs	10 Boxes		\$
Ibico ½" Plastic Combs Black	3 Boxes		\$
Ibico ½" Plastic Combs Navy Blue	1 Box		\$
Ibico 3/8" Plastic Combs Black	1 Box		\$
Plastic Combs 3/8" Black	2 Boxes		\$
Cerlox Bindings 3/8" Plastic Combs Navy Blue	1 Box		\$
Cerlox Bindings 5/16" Plastic Combs White	1 Box		\$
Cerlox Bindings 5/6" Plastic Combs Blue	1 Box		\$
Ibico ¾" Plastic Combs Navy Blue	1 Box		\$
Pitney Bowes Rolling Table	1		\$
White Computer Desk	1		\$

BIDDER'S NAME:		
ADDRESS:		
TELEPHONE #:		
FAX #:		
E-MAIL ADDRESS:		
AUTHORIZED SIGNATURE:		

BILL OF SALE

THE TOWN OF GREENWICH, CT HEREBY SELLS TO:					
Description of items sold:					
TOTAL AMOUNT OF SALE: \$					
THE PURCHASING AND ADMINISTRATIVE SERVICES EQUIPMENT AND SUPPLIE					
ARE BEING SOLD "AS IS", "WHERE IS". THE TOWN OF GREENWICH <u>DOES</u> <u>NO</u>					
GUARANTEE THE SAFETY OR CONDITION OF THE PURCHASING ANI					
ADMINISTRATIVE SERVICES EQUIPMENT AND SUPPLIES.					
THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, THAT HAVE BEEN MAD					
OR ARE BEING MADE BY THE TOWN OF GREENWICH WITH REGARD TO TH					
PURCHASING AND ADMINISTRATIVE SERVICES EQUIPMENT AND SUPPLIES. TH					
BUYER OF THE PURCHASING AND ADMINISTRATIVE SERVICES EQUIPMENT ANI					
SUPPLIES WAIVES ANY CLAIM OF LIABILITY AGAINST THE TOWN OF GREENWICI					
FOR DAMAGES OR INJURIES CAUSED OR OCCASIONED BY THE PURCHASING ANI					
ADMINISTRATIVE SERVICES EQUIPMENT AND SUPPLIES.					
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 TH					
OWN OF GREENWICH, ITS AGENTS, SERVANTS AND EMPLOYEES, CONCERNING					
THE SALES TRANSACTION OR THE PURCHASING AND ADMINISTRATIVE SERVICE					
EQUIPMENT AND SUPPLIES WHICH HAVE BEEN PURCHASED FROM THE TOWN O					
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 ITEMS PURCHASED BY THIS BIL					
OF SALE TO PARTICIPATE IN ANY GOVERNMENTAL FUNCTIONS OF THE TOWN O					
GREENWICH, WHETHER EMERGENCY OR OTHERWISE.					
BUYER'S SIGNATURE: Date:					
TOWN OF GREENWICH					
PURCHASING AGENT: Date:					



































