

**TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT**

NOTICE OF BID

**Turf Care Chemicals
Crestbrook Park Golf Course**

Sealed bids are invited and will be received by the Town of Watertown until **11:00 a.m. Thursday, May 13th, 2021**, at the office of the Purchasing Agent, Watertown Town Hall, 61 Echo Lake Road, Watertown, Connecticut, at which time and place they will be publicly opened and read aloud for furnishing turf care chemicals to the Town of Watertown.

Specifications may be obtained at the Purchasing Agent's office, Watertown Town Hall, 61 Echo Lake Road, Watertown, Connecticut or by accessing the Town's website at www.watertownct.org. Proposals must be submitted on the forms provided and in a sealed envelope plainly marked "**Bid - Turf Care Chemicals**".

To receive consideration bids must be in the hands of the Purchasing Agent or his authorized representative no later than the day and hour mentioned above.

The Purchasing Agent reserves the right to accept or reject any or all bids; to waive any informalities; or to accept any bid deemed in the best interests of the Town of Watertown.

The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidder's business within the Town of Watertown in awarding this bid.

All bids will be considered valid until December 31, 2021

Donna L. Ford
Purchasing Agent
Town of Watertown

INFORMATION FOR BIDDERS

**TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795**

**Turf Care Chemicals
Crestbrook Park Golf Course**

BID OPENING: 11:00 a.m. Thursday, May 13th, 2021

PROPOSALS RECEIVED

All bids must be in a sealed envelope and received prior to **11:00 a.m. Thursday, May 13, 2021**, at the office of the Purchasing Agent, 61 Echo Lak Road, Watertown, Connecticut 06795.

PREPARATION OF PROPOSALS

Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office address and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Agent, Watertown Town Hall, 61 Echo Lake Road, Watertown, CT 06795.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

All proposals and literature shall be submitted **IN DUPLICATE** on the proposal form which is a part of these specifications.

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

INCURRING COSTS

The Town of Watertown is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his obligation to furnish and deliver the pesticides specified herein for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

CONSIDERATION OF PRIOR SERVICE

Previous performance, quality of service and merchandise will be considered.

ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed (duplicate copy) to the Town of Watertown, Purchasing Agent, 61 Echo Lake Road, Watertown, Connecticut 06795, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Watertown. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions

to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- It is at least equal in quality, durability, appearance, strength and design.
- It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Watertown, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Watertown or himself because of the unauthorized use of such articles.

QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

SAMPLES

Samples of articles, when required, shall be furnished free of cost of any sort to the Town of Watertown. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of **11:00 a.m., Thursday, May 13th, 2021**, the successful agent/broker shall not withdraw, cancel or modify their proposal.

POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.

The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

DELIVERY

Orders may vary in size and quantity. The successful vendor agrees to ship all chemicals through December 31, 2021 at the unit prices bid.

Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Watertown.

Prices quoted must include delivery to the Town of Watertown as specified on the Purchase Order.

No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

All deliveries must be accompanied with two (2) copies of manufacturer's safety data sheets. **No Exception.**

Time of delivery may be considered in the award.

All deliveries are to be made to: Town of Watertown
Crestbrook Park Maintenance Department
834 Northfield Road
Watertown CT 06795

PAYMENT

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) thirty days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery.

Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Watertown
Parks and Recreation Department
61 Echo Lake Rd.
Watertown CT 06795
Attn: Crestbrook Park Bookkeeper

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Watertown for the work as described herein.

SALES TAX

This project is exempt from all Connecticut Sales and Use and Federal Excise Taxes and the Bidder shall avail himself of this exemption.

AWARD

The Town of Watertown reserves the right to accept or reject any bid to best serve his interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Watertown reserves the right:

- To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- To reject any or all bids, or any part thereof.
- To waive any informality in the bids.
- The Town of Watertown reserves the right to take into account the residency of bidders within the Town of Watertown and/or the location of the bidders business within the Town of Watertown in awarding this bid.
- To accept the bid that is in the best interest of the Town of Watertown. The Purchasing Agent's decision shall be final.

INSURANCE

A. General:

The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder's obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Watertown.

The insurer shall provide the Town of Watertown with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Watertown written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder's responsibility under this agreement.

The Bidder at the Bidder's own cost and expense shall procure and maintain all insurance required and shall name the Town of Watertown as an additional insured on all contracts except Worker's Compensation and Professional Errors & Omissions coverages.

In order to facilitate this requirement for insurance, it is recommended that the bidder forward a copy of this exhibit to the bidder's insurance representative(s).

B. Specific Requirements:

(1) Workers' Compensation Insurance

The Bidder shall provide Workers' Compensation Insurance required by law and the Employer's Liability Insurance for at least the amounts of liability for Bodily Injury by accident of \$100,000 each accident; Bodily Injury by Disease each employee of \$100,000; Bodily Injury by Disease, policy limit of \$500,000.

(2) Commercial General Liability Insurance

The Bidder shall carry Commercial General Liability policy (Insurance Services Office Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000.

(3) Business Automobile Liability Insurance

The Bidder shall carry Business Automobile Liability Insurance. (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required.

C. Hold Harmless & Subcontractor's Requirements:

The Bidder shall require the same insurance that it is required to carry by the Town of Watertown to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The Bidder shall require that the Town of Watertown be named as Additional Insured on all subcontractor's and independent contractor's policies before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Watertown, and its officers, agents, servants and employees for losses arising from the work performed by each on this contract.

The Bidder assumes and agrees to hold harmless, indemnify, protect and defend the Town of Watertown against any and all liability for injuries and damages to Bidder and to Bidder's employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.

D. Other Data:

NOTE 1: If Bidder is only a vendor shipping goods via Common Carrier only, General Liability is required.

NOTE 2: If Bidder is a Professional, Errors & Omission coverage will be required.

NOTE 3: The Town reserves the right to amend amounts of coverage required and the types of coverages provided based on work or service to be performed.

NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Nonsegregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

For further technical or administrative information contact Donna Ford, Purchasing Agent at (860) 945-5260 or via email at ford@watertownct.org.

PLEASE

**IT IS A REQUIREMENT OF
THIS BID THAT EACH
PROPOSAL SUBMITTED
MUST HAVE A DUPLICATE
COPY ATTACHED.**

**YOUR COOPERATION IS
APPRECIATED**

**TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT 06795**

BID PROPOSAL

**Turf Care Chemicals
Crestbrook Park Golf Course**

BID OPENING: 11:00 a.m., Thursday, May 13th, 2021

TO: *Donna Ford
Purchasing Agent
Watertown Town Hall
61 Echo Lake Road
Watertown, CT 06795*

We the undersigned agree to furnish and deliver the Turf Care Chemicals as described herein, to the Town of Watertown, Connecticut in accordance with the Town's Notice of Bid and Bid Specifications.

Firm _____
Name

Street

City State Zip

Name _____
Please Print

Telephone Number _____

Fax Number _____

Email Address: _____

Signed _____ Date _____

PROPOSAL

Prices quoted shall be guaranteed by the successful vendor to the Town of Watertown through December 31, 2021.

NOTE: GENERIC SUBSTITUTES ARE ACCEPTABLE

FUNGICIDES

<u>Product</u>	<u>Case/Container Size (U/M)</u>	<u>Cost Per Gal/lb/Unit.</u>	<u>Cost Per Case/Container</u>
3336 FLO	_____	_____	_____
Propiconazole 14.3% 2.0 gal x 4	_____	_____	_____
Banol 1ec	_____	_____	_____
Bayleton 50 Mini Drum	_____	_____	_____
Chipco 26019 Flowable	_____	_____	_____
Chlorothalonil 54% 2.5 gal x 2	_____	_____	_____
Fore 80wsp	_____	_____	_____
Headway	_____	_____	_____
Pyraclostrobin 20.0%	_____	_____	_____
Mefenoxam 22.5%	_____	_____	_____
Torque Fungicide (Tebuconazole 38.7%)	_____	_____	_____
Velista	_____	_____	_____
26 GT	_____	_____	_____
Enclave Flowable	_____	_____	_____

HERBICIDES

<u>Product</u>	<u>Case/Container Size (U/M)</u>	<u>Cost Per Gal/lb/Unit.</u>	<u>Cost Per Case/Container</u>
Dimension 2EW	_____	_____	_____
Trimec Bentgrass	_____	_____	_____
Pendulum (Pendimethalin 60%)	_____	_____	_____
Round-up Pro	_____	_____	_____
Bensumec	_____	_____	_____

INSECTICIDES

<u>Product</u>	<u>Case/Container Size (U/M)</u>	<u>Cost Per Gal/lb/Unit.</u>	<u>Cost Per Case/Container</u>
Arena 50 WDG	_____	_____	_____
Conserve	_____	_____	_____
Allectus GCSC	_____	_____	_____
Dylox 6.2G	_____	_____	_____
Imidacloprid 75%	_____	_____	_____
Provaunt	_____	_____	_____
Bifenthrin 7.9%	_____	_____	_____
Tempo Ultra GC Insecticide (Cyfluthrin 11.8%)	_____	_____	_____
Acelepryn –	_____	_____	_____
Matchpoint	_____	_____	_____

Ference _____

GROWTH REGULATORS, WETTING AGENTS and BIO STIMULANTS:

<u>Product</u>	<u>Case/Container Size (U/M)</u>	<u>Cost Per Gal/lb/Unit.</u>	<u>Cost Per Case/Container</u>
Trinexapac-ethyl 11.3%	_____	_____	_____

NOTE: Two (2) copies of Safety Data Sheets (formerly MSDS) to be furnished with each shipment in accordance with OSHA regulations.

Payment Terms _____

Time to Delivery _____ Working Days

RECEIPT OF ADDENDA

<u>ADDENDUM #</u>	<u>SIGNATURE</u>	<u>DATE</u>
1.	_____	__/__/__
2.	_____	__/__/__
3.	_____	__/__/__
4.	_____	__/__/__

NAME OF BIDDER: _____

OFFICIAL ADDRESS: _____

PHONE NUMBER: _____

BY: _____ TITLE: _____
(Please Print)

DATE: _____

SIGNATURE: _____

REFERENCES

Please list a minimum of three references of similar work performed within the last three years.

FIRM _____
Name _____
Street _____
City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print
TYPE OF WORK TO BE PERFORMED _____

.....

FIRM _____
Name _____
Street _____
City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print
TYPE OF WORK TO BE PERFORMED _____

.....

FIRM _____
Name _____
Street _____
City State Zip Code

CONTACT _____ TELEPHONE _____
Please Print
TYPE OF WORK TO BE PERFORMED _____

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