

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
 SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Tuesday, May 14, 2024.**

INVITATION FOR BID	
FILE #:	661-2024-01
COMMODITY:	FURNISH AND DELIVER GOLF COURSE CHEMICALS
NAME OF BIDDER:	
BIDDER'S FED. ID#:	

If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.

**TO: James M. Boudreau, Town Administrator
 600 Chief Justice Cushing Hwy
 Scituate, MA 02066**

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **Patriot Ledger** on **Friday, April 26, 2024** which is to be opened and publicly read at the Town Hall, 600 Chief Justice Cushing Hwy., Scituate, MA 02066 at **11:00 a.m. on Tuesday, May 14, 2024**.

This bid may be downloaded from the Town's web site, www.Scituatema.gov. Available Bids, Quotes and Proposals. It is strongly recommended that the bids are mailed or delivered in advance of the due date and time. Late bids will not be accepted.

Sealed general bids will be received at the Town Administrator's Office, Town Hall, 600 Chief Justice Cushing Hwy, Scituate, MA 02066 until Tuesday, May 14, 2024 prior to 11:00 a.m. Bids being hand delivered or sent via courier (other than USPS) may be delivered in person to 600 Chief Justice Cushing Hwy, Scituate, MA during normal business hours. It is the responsibility of the Bidder to ensure delivery of bid submission prior to deadline to the Town Administrator's Office.

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Invitation for Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: "This envelope contains a bid for **File no. 661-2024-01 Furnish and Deliver Golf Course Chemicals opened at 11:00 a.m. on Tuesday, May 14, 2024**". **The bid and all documents submitted with it are public records.** Bids not sent by courier can be dropped off at Town Hall.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered: _____

SIGNATURE OF BIDDER: _____

TITLE OF SIGNATORY _____

ADDRESS OF BIDDER _____

TELEPHONE # _____ **FAX #** _____

EMAIL ADDRESS _____

Please check one of the following and insert the requested information:

Corporation incorporated in the State of: _____

Partnership. Names of partners: _____

Individual: _____

NAME OF BIDDER: _____

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Tuesday, May 14, 2024.**

- LAWS:** **GENERAL TERMS AND CONDITIONS**
- All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and Town of Scituate.
- EQUAL OPPORTUNITY:** The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the Town are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The Town reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the Town of Scituate destination. Where the unit price and the total price are at variance, the unit price will prevail.
- PAYMENT SCHEDULE:** Payment shall be in accordance with milestones specified in the scope of work. The Town shall not prepay for goods or services.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from Town personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Town Administrator's Office in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The Town reserves the right to reject any and all bids if it is in best interest of the Town to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within thirty days of the bid opening unless award date is extended by consent of all parties concerned. The continuation of any contract into the next fiscal year shall be subject to the appropriation and availability of funds.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the Town against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the Town may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the Town may terminate the contract upon seven days' notice.
- ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the Town.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

NAME OF BIDDER: _____

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
 SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Tuesday, May 14, 2024.**

Contractor's Insurance Obligations

Contractor must provide the Town of Scituate with insurance policies as stated below at the expense of the Contractor. The Insurance Certificate must be written in the name of the Town as an Additional Named Insured in order to protect the interest of the Town from any liability which might be incurred against it as the result of any operation of the Contractor, its subcontractors or their employees.

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to the Town at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the Town of Scituate for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the Town Manager, Town of Scituate, Town Hall, 600 Chief Justice Cushing Hwy., Scituate, MA 02066. Carriers must have an A.M. Best rating of A X or better.

A. Owner's Protective Liability:	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
B. Commercial Liability:	
General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$1,000,000
Personal Injury and Advertising Limit	\$1,000,000
Each Occurrence	\$1,000,000
C. Automotive-For all owned, non-owned, hired and leased vehicles:	
Each Occurrence Combined Single Limit of	\$1,000,000
Bodily injury - each person	\$1,000,000
- each accident	\$1,000,000
Property damage-each occurrence	\$1,000,000
D. Umbrella:	
Combined single limit	\$2,000,000
General aggregate	\$2,000,000
E. WORKER'S COMPENSATION	
Coverage A STATUTORY	
Coverage B Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE.

THE TOWN OF SCITUATE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY.

THE TOWN RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

NAME OF BIDDER: _____

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Tuesday, May 14, 2024.**

TO: James M. Boudreau, Town Administrator
600 Chief Justice Cushing Hwy
Scituate, MA 02066

The undersigned hereby proposes to provide all labor, materials, equipment necessary to provide the Furnish and Deliver Golf Course Chemicals for the Town of Scituate all in accordance with the attached specifications and following proposal schedule.

One award will be made to the lowest responsive and responsible bidder providing the lowest price as a result of this Invitation for Bid.

A contract will be awarded within thirty days of the bid opening, unless award date is extended by consent of all parties concerned.

Prior to the Bid opening, a bidder may correct, modify or withdraw its Bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Town Administrator's Office in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original Bid submitted for the particular commodity and indicating the date and time of the Bid opening.

A sample contract is attached hereto. The bidder must be willing to sign the Town's contract. The Town will not accept a bidder's terms & conditions.

The Town reserves the right, in its discretion, to extend the life of the contract at any time.

Questions

Questions concerning this Invitation for Bid **must be submitted in writing and emailed to: accounting@Scituatema.gov prior to 11:00 a.m. on Tuesday, May 7, 2024** An addendum will be posted to the town website notifying all bidders of the questions and answers. It is the responsibility of the bidder to check the website for any addenda. **Please check the website for any addenda before submitting your bid.**

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

NAME OF BIDDER: _____

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Tuesday, May 14, 2024.**

SCOPE OF SERVICES

SPECIFICATIONS

All items are to be delivered to the **Widows Walk Golf Course Maintenance Building at 82 Kent St./250 Driftway, Scituate** or sites within the Town as directed. Items will be ordered throughout the contract year as requested by the Town on an as needed basis. **The quantities listed below are estimates only. The Town makes no guarantee as to the actual quantities to be purchased under this contract. Pricing shall include shipping and delivery charges.** Payments for all items will be at the contract unit price and shall include full compensation for the materials to be delivered to golf course or various site locations as directed by the Golf Course Superintendent.

NAME OF BIDDER: _____

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
 SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Tuesday, May 14, 2024.**

PRICE PROPOSAL

Bidder may submit a bid for one or more items. A contract may be awarded to the bidder offering the lowest price for each item. The items are to be delivered to the Widows Walk Golf Course Maintenance Building at 82 Kent St./250 Driftway, Scituate, Massachusetts 02066 or sites within the Town as directed. Items will be ordered throughout the contract year as requested by the Town on an as needed basis. **The quantities listed below are estimates only. The Town makes no guarantee as to the actual quantities to be purchased under this contract.**
Pricing shall include shipping and delivery charges.

Description	Brand	EPA #	Unit Size	Estimated Quantity	Unit Price	Extended Price
Downforce ETQ	Sipcam STW	60063-71	Gallon	4		
Segway	PBI STW	71512-13-2217	39.2 oz	9		
Fame SC	FMC Agency	66330-64-279	2.5 Gln	2		
TM 4.5	QP Rup CT	53883-483	2.5 Gln	4		
Iprodione	PO QP	53883-380	2.5 Gln	4		
Kalida Fungicide	FMC Agency	279-3641	64 oz	5		
Andrenalyn ETQ	Sipcam STW	60063-62	Gallon	6		
Endow 2sc	Sipcam STW	60063-59	2.5 Gln	2		
Tourney	Nufarm	59639-144	5 lbs	4		
26/36	Nufarm	228-630	2.5 Gln	8		
PinPoint	Nufarm	59639-199	60 Oz	5		
Mirage	Environmental Science	101563-152	2.5 Gln	4		
Dimension 2Ew	CTV STW RUP - NY	62719-542	2.5 Gln	2		
Suprado	QP STW	538883-480	Gallon	10		
Anuew	Nufarm	1001-91	1.5 lbs	60		
Nativeklean	Corteva Agriscience	62719-730	Gallon	2		
Gameon	Corteva Agriscience	62719-724	Gallon	2		
Nutrol 0-50-32		70644-1	50 lbs	2		
Durentis	FMC Agency	279-9674	64 oz	4		
Mariner	Ocean Organics		2.5 Gln	10		
12-0-12 50% SRN w/Micros	Green-T		2.5 Gln	15		
XP Micro Extra Protection 5-0-0	Ocean Organics		2.5 Gln	15		
Prudent 40 Plus	Performance Nutrients		2.5 Gln	10		
Ormanic XTRAKT	Performance Nutrients		2.5 Gln	10		
12-4-5 SeaBlend FAIRWAY Grade 4.5%Ca Fe Mg SGN 150	Ocean Organics		50 lbs			160
8-0-24 w/Sixteen 90 75%MU SOP, SGN 100 GG (P0000623)	Ocean Organics		50 lbs			10
Dimension.15% w/Synergy 20-0-10 50% XCU SGN 145 FWY	EC Grow		50 lbs			11
14-18-10 25%XCU 25%BIO SGN 240 RLC	Button Turf Products		50 lbs			10
Gypsum			50 lbs			14

Total

Total cost in words

Signature of bidder

Name and Title (Printed)

NAME OF BIDDER:

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 4, 2024.**

**Americans With Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the Town are prohibited from discrimination against the Town's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the Town of Scituate that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

THIS FORM MUST BE SUBMITTED WITH YOUR BID

NAME OF BIDDER: _____

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 4, 2024.**

Town of Scituate Articles of Agreement

Commodity:
File Number:

This agreement is made and entered into this _____, by and between the **Town of Scituate** ("the TOWN"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").

Address:
Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the Town.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value: \$

Article IV. Payment. The Town agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the Town as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the Town may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

NAME OF BIDDER: _____

**FILE NO. 661-2024-01 Furnish and Deliver Golf Course Chemicals;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, April 4, 2024.**

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and bylaws. This Contract is made subject to all the laws of the Commonwealth and the Bylaws of the Town and if any such clause thereof does not conform to such laws or bylaws, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or bylaws shall be operative in lieu thereof

Article IX. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, gender identity, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

In witness whereof, the parties have hereto and set their hands the day and year first above written.

The Town:

The Contractor:

Signature and Title

Select Board

NAME OF BIDDER: _____