

CITY OF BRISTOL



INVITATION TO BID

Please quote us your prices on the commodities or services listed below. All prices must be FOB Destination. You must show Unit Price, Amount and Total or bid may be rejected.

<http://www.bristolct.gov/bids>

Since the City of Bristol is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes. The City reserves the right to reject in whole or in part any or all bids submitted. The attached standard terms and conditions shall become a part of any resultant contract award.

Vendor Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

THIS IS NOT AN ORDER. Fill in and return to the address below.

| | | |
|--|---|--|
| ISSUED BY: City of Bristol, Connecticut | (Return Bid attention of) Roger D. Rousseau | BID NUMBER 2011-036 |
| ADDRESS 111 North Main Street Purchasing Department Bristol, CT 06010 | | DATE ISSUED October 1, 2010 |
| SHIPPING ADDRESS (address for shipment of purchased materials) 131 North Main Street, Bristol CT 06010 | | DATE BID REQUIRED October 21, 2010 3:00 pm |
| TELEPHONE NUMBER (860) 584-6195 | | DATE MATERIAL REQUIRED |

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | To be Completed by bidder | |
|----------|--|------|----------|---------------------------|------------|
| | | | | Unit Price | Amount |
| 1. | Voice Recording System for use in public safety dispatch operations, per the specifications outlined in Attachment A. | Each | 1 | | \$ _____ |
| 2. | Option 1 – City to provide server at its own expense A non-mandatory prebid meeting will be held on October 14, 2010 at 10:00 am in the Purchasing Department at City Hall, to allow interested parties the opportunity to review existing conditions. Please Note: Responses to this Request For Quotation must be submitted in writing prior to the due date and time noted above, to the address noted above, as a sealed bid response. Responses received after the required due date and time will not be considered for award. Faxed bid responses are Not Acceptable. | | | | (\$ _____) |
| | | | | Total | \$ _____ |

| | | | | |
|----------------------------|-----------------|--|--|--|
| 5To be completed by bidder | QUOTE NO: | DATE SUBMITTED | DELIVERY AS REQ'D. (Unless noted here) | |
| | SIGNED | TITLE | TELEPHONE NO. & EXTENSION | CASH DISCOUNT PAYMENT TERMS _____ % _____ days, net 30 days |
| | VENDOR FEIN/SSN | ARE YOU INCORPORATED YES <input type="checkbox"/> NO <input type="checkbox"/> | PURCHASE ORDER ADDRESS (If different from 2bidder's address above) | |

CITY OF BRISTOL



INVITATION TO BID

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Vendor Name _____
 Address _____
 City _____ State ____ Zip _____
 Telephone _____

THIS IS NOT AN ORDER. Fill in and return to the address below.

| | | | | |
|--|-------------|---|--|------------|
| ISSUED BY: City of Bristol, Connecticut | | (Return Bid attention of) Roger D. Rousseau | BID NUMBER 2011-036 | |
| ADDRESS 111 North Main Street Purchasing Department Bristol, CT 06010 | | DATE ISSUED October 1, 2010 | | |
| SHIPPING ADDRESS (address for shipment of purchased materials) 131 North Main Street, Bristol CT 06010 | | TELEPHONE NUMBER (860) 584-6195 | DATE BID REQUIRED October 21, 2010 3:00 pm | |
| | | DATE MATERIAL REQUIRED | | |
| To be Completed by bidder | | | | |
| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | Unit Price |
| | | | | Amount |

Bids must be enclosed in a sealed envelope, addressed to the City of Bristol and clearly identified as

“Invitation to Bid #2011-036 Voice Recording System”.

| | | | | |
|-----------------------------------|-----------------|--|--|--|
| 5To be completed by bidder | QUOTE NO: | DATE SUBMITTED | DELIVERY AS REQ'D. (Unless noted here) | |
| | SIGNED | TITLE | TELEPHONE NO. & EXTENSION | CASH DISCOUNT PAYMENT TERMS _____ % _____ days, net 30 days |
| | VENDOR FEIN/SSN | ARE YOU INCORPORATED YES <input type="checkbox"/> NO <input type="checkbox"/> | PURCHASE ORDER ADDRESS (If different from 2bidder's address above) | |

RETURN THIS FORM IMMEDIATELY!

City of Bristol, Connecticut
Acknowledgment: Receipt of Bid Documents

Bid Number: **2011-036**

Title: **Voice Recording System**

Please take a moment to acknowledge receipt of the attached bid documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date Invitation to Bid was issued October 1, 2010

Date Invitation to Bid was received ____/____/____

Do you plan to submit a proposal? Yes____ No____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Email: _____

Received by: _____

**Note: Faxed acknowledgments are requested!
FAX (860)584-6171
A cover sheet is NOT necessary.
IMPORTANT: DO NOT FAX PROPOSALS.
PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES**

Invitation to Bid 2011-036

Attachment A

Voice Recording System Specifications

Submission shall include a description of all equipment and labor warranties offered. In addition, any software licensing and procurement policies should be outlined. Supplier must provide warranty services during the warranty period from a service facility located in the local area.

Submission shall include a list of three current installations of equivalent system design/architecture proposed in response to RFP installed by the Supplier giving agency or firm name, city, and state. The name and telephone number of a knowledgeable contact person employed by the agency or firm must be supplied for purposes of references.

Submission shall include a technical diagram of the proposed IT infrastructure and replay path.

Submission shall include any applicable rack diagrams.

Technical Specifications

The City requires a VRS that is comprised of highly resilient and proven system components capable of being configured in such a manner as to protect against catastrophic component failure, LAN/WAN, electric outages and geographic disaster. The Supplier must demonstrate a proven track record of architecting and installing such systems. The City has created the following list of minimum requirements for the new VRS. The supplier must address each issue by stating level of compliance and describing the proposed solution.

1. Channels

- a. The VRS must be capable of recording up to 144 channels (extension side) per module.
- b. The VRS must provide a minimum of 32 channels total for full time recording.
- c. The minimum of 32 channels will be broken down by the following types:
Minimum of 4 digital channels of 911 trunk side (four wire) type and set type(s) (expandable to 32)
Minimum of 24 analog channels of PBX type and set type(s) (expandable to 32)
- d. The VRS recording module must be capable to host all types of channels in one module.
- e. The VRS must be able to record a mix of digital extensions and analog ports (for analog extensions, Motorola radio ports and VoIP extensions in the future) in the solution.

2. Connectivity

The VRS solutions must be able to tap the following lines:

- a. Trunk recording
 - ISDN E1
 - ISDN T1
 - CAS
 - E1/T1 PRI
 - PCM30 / PCM32
 - DPNSS / QSIG
- b. Extension recording
 - Analogue
 - Proprietary digital extensions
 - VoIP
- c. Audio and D-Channel support for Avaya and InterTel PBX's and Cisco VOIP (for future system improvements), must be able to support future State of Connecticut 911 ("Next Generation 911") calls.

3. Call Data

a. The VRS recording solution must be capable to record additional D-channel information.

The call data must include:

- Channel number
- Date and time
- Line key
- User or extension number
- Function key
- Calling Line ID (via DTMF/FSK or D-Channel)
- On/off hook

b. Must be able to capture trunk site 911 ANI/ALI data

4. Recording modes

The VRS solution must have capabilities for:

- a. Full recording and
- b. Selective or rules based recording.

Deletion of calls must be selectable to

- c. No deletion ever
- d. Calls and related information be deleted by age
- e. Delete schedule for marked calls
- f. Call information is kept even if audio part is deleted

The starting of recording a call must be able to be based on:

- g. Channel number
- h. Date and time
- i. Line key
- j. User or extension number
- k. Function key
- l. Calling Line ID (via DTMF/FSK or D-Channel), including ANI/ALI from 911
- m. On/off hook
- n. Include / exclude telephone number lists
- o. Recording on demand of calls through Merlin Magix System (for limited number of lines)
- p. Available D-Channel information
- q. Must be capable of recording calls within Motorola 800 MHz radio system (9 –talk groups)

5. User Interface

a. The VRS recording system must be fully web-based. To ensure that no software needs to be installed locally for replay or administration. The Graphical user interface should be the same for every user, i.e. replay agent, administrator, supervisor, in order for easy reference and clearness.

6. Search & Playback

Call search must have any combination of search criteria:

- a. Call duration
- b. Date and time
- c. CLI/dialed number
- d. Channel
- e. Call direction (incoming/outgoing)
- f. Marked calls
- g. Name
- h. Notes fields
- i. User fields

Playback facilities must include at least:

- j. Replay over the LAN/internet via web browser
- k. Real-time monitor
- l. Last call Replay
- m. Variable speed replay

- n. Loop playback replay of call sections
- o. Add remarks to call playback
- p. Easy navigation through calls
- q. Replay directly from archiving media

7. Hardware

- a. The VRS recording system must use Tier I hardware as much as possible (e.g. HP, IBM, Dell). The system may be permitted to use proprietary PCI log cards with standard Tier 1 Equipment.
- b. The solution must only provide its proprietary logging Cybertech PCI-X and PCI express card(s) and the VRS software, which are to be fitted and/or installed into Tier I equipment. The City reserves the option to purchase servers separately
- c. Shall include Hot swap power supplies with separate power feeds
- d. Shall include Dual DVD RAM or Iomega REV drives for archive
- e. Shall be configured with RAID-5
- f. Shall be designed to allow future advances in archive technology to be incorporated without chassis modification.
- g. Bid to include any necessary boards/cords, etc required to ensure proper performance of system.

8. Access & Security

- a. All user administration must be web based, with remote maintenance possibilities.
- b. Extensive rights must be defined for different users, users should be assigned to groups. Per user, it must be possible to assign rights for access, e.g. only own calls, or calls of specific groups. Templates should make it easy to set up and apply rights to users.

For access security reasons, a strong password policy should be available, containing at least the following policies:

- c. Validation of strength of password
- d. E-mail automatic generated passwords to the user
- e. Lock-out accounts automatically after configurable number of consecutive failed attempts
- f. Force users to change their password on first log-in
- g. Configurable expiry period for passwords, after expiration new password requested
- h. Refuse re-use of the last 10 used passwords
- i. Configurable stated period of inactivity for User Accounts, after which User Account will be disabled or deleted.

For reasons of security the VRS recording must support:

- j. 256-bit AES encryption and
- k. MD5 fingerprinting. (please note that physical ID hardware is not required for this system; the proposed system is solely required to support said standard).

9. Database

- a. The VRS must support a centralized call record database using a reliable SQL database. Please provide a description of the VRS call record database infrastructure.

10. Archiving

- a. The VRS must be capable of flexible scheduled archiving and archive to multiple network locations and additionally DVD or iOmega REV drives in parallel. Please describe the archiving methods.
- b. Archived calls must be able to be replayed directly from inbuilt archive media (e.g. DVD drive), or from off-line archiving media (e.g. via Replay Station software).

11. Storage

Each VRS recording chassis must be able to support:

- a. internally 2 archive drives and
- b. internal RAID 5 hard disk configuration.

Each recording module must support up to:

- c. 80,000 channel hours of recordings on-line for high speed access.
- d. The VRS must be capable of processing and storing call records for at minimum three (3) years.
The VRS must be capable of storing at minimum 250 GB of recordings.

Storage must be possible to:

- e. Local or network storage (also remote and NAS)
- f. Redundant storage (mirroring/RAID)

12. Compression

- a. The calls on the VRS solution must be compressed with a selectable compression method (e.g. ADPCM, GSM, Fast GSM, True Speech, Speex).

13. Error reporting

The solution must be able to provide error reporting in the following ways:

- a. Via a designated e-mail address
- b. Via a relay contact
- c. Via SNMP. Please provide a description of the delivered SNMP traps.

14. System Costs

Proposals submitted shall include cost information including, but not limited to, the following:

Costs for per seat or concurrent use (if costs are not solely single site license).

Costs for system options, if additional costs apply.

Costs for annual maintenance, including methodology for adjustments to said cost in subsequent years.

15. Evaluation Criteria

The City will examine the qualifications and abilities of all responders to meet the following criteria:

- Quality and thoroughness of the proposal submitted.
- Supplier's references, experience, and financial and business stability.
- Ability to meet or exceed the Technical Requirements set forth by the City.
- Support capabilities for on-going maintenance.
- Future enhancements and growth of VRS.
- Training requirements.
- VRS operation and ease of use.
- Prices quoted for the VRS and options.
- Suppliers must have been engaged in providing similar equipment and services in the past.



**CITY OF BRISTOL, CONNECTICUT
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

Employment Information Form



City of Bristol
Workplace Analysis Affirmative Action Report
Employment Information Form

Purchasing Department
111 North Main Street
Bristol, CT 06010

| | | | |
|----------------|----------------|--------------|------|
| Company Name | Contact Person | Phone Number | Date |
| Street Address | | | |
| City State Zip | | | |

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

| JOB CATEGORY | A. OVERALL TOTALS (sum of all columns, B-F Male & Female) | B. WHITE (not of Hispanic origin) | | C. BLACK (not of Hispanic origin) | | D. HISPANIC | | E. ASIAN/PACIFIC ISLANDER | | F. AMERICAN INDIAN OR ALASKAN NATIVE | |
|---------------------------|---|--------------------------------------|--------|--------------------------------------|--------|-------------|--------|---------------------------|--------|--------------------------------------|--------|
| | | Male | Female | Male | Female | Male | Female | Male | Female | Male | Female |
| Officers/Managers | | | | | | | | | | | |
| Professionals | | | | | | | | | | | |
| Technicians | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | |
| Craft Workers (skilled) | | | | | | | | | | | |
| Operatives (semi-skilled) | | | | | | | | | | | |
| Laborers (unskilled) | | | | | | | | | | | |
| Service workers | | | | | | | | | | | |
| TOTALS ABOVE | | | | | | | | | | | |

| | | |
|---|--|----------|
| Do you use minority businesses as subcontractors or suppliers? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Explain: |
| If CT based, do you post all employment openings with the State Of CT Employment Service? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Explain: |
| Do you use an Affirmative Action Plan? | <input type="checkbox"/> Yes <input type="checkbox"/> No | Explain: |
| Describe your recruitment, hiring, training and promotion anti-discrimination practices. | | |



City of Bristol

Purchasing Department
111 North Main Street
Bristol, CT 06010

Telephone Number:
(860) 584-6195

Fax Number:
(860) 584-6171

<http://www.ci.bristol.ct.us>

Standard Bid and Contract Terms and Conditions

Page 1 of 3

All Invitations For Bids issued by the City of Bristol ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. Bidders shall bear any and all costs associated with response to this invitation to bid, including the costs for any presentation and/or demonstrations (if applicable).

3. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. **Bid envelopes must clearly indicate the bid number** as well as the date and time of the opening of the bid. The name and address of the Bidder shall appear in the upper left hand corner of the envelope.

4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:
<http://www.ci.bristol.ct.us/bids>

5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

6. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the City after the time specified for opening of bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized

designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

7. The City of Bristol reserves the right to accept or reject any and all bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgement, the best interests of the City will be served.

8. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

9. Alternate bids will not be considered, unless specifically authorized in the invitation to bid. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

12. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any bid opening are generally not available until a contract has been formally awarded.

Guaranty or Surety

14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must



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Standard Bid and Contract Terms and Conditions

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be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires General Liability insurance (including Completed Operations coverage) from all contractors doing business with the City, in the amounts of \$1,000,000 (combined single limit) Bodily Injury-Property Damage Coverage per occurrence and \$2,000,000 aggregate coverage; as well as \$1,000,000 automobile liability where the use of a vehicle is used in the performance of this contract, and workers compensation as defined in the Connecticut General Statutes. The City is to be named as an additional insured on all policies.

Samples

16. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

19. In the event that a local business submits a bid to the City that is within 4% of the lowest qualified bidder and is considered to be in compliance with the requirements set forth in the bid, the local business shall be allowed the opportunity to accept the award of the contract at the amount of the lower bid. Such practice shall apply to all City bids for all City departments, with the following exceptions:

1. Contracts exceeding \$300,000.00.
2. Professional services, awarded on subjective and objective criteria in addition to cost.
3. Contracts using state, federal or other funds that have governing regulations disallowing such practice.

4. Contracts awarded on behalf of the Bristol Water Department as a separate enterprise fund.

Contract

20. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

21. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

22. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

23. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

24. The bidder hereinafter referred to as persons requesting the use of city facilities of the City of Bristol, or in contracting with the City of Bristol for goods, services, materials, labor and the like with the city of Bristol and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Bristol and its respective officers, agents and servants, or of the bidder or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the city of Bristol and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidder or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity in the City of Bristol.

25. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be



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Standard Bid and Contract Terms and Conditions

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effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specific-ations, reports, estimates, summaries, and such other information and materials as may have been accum-ulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Bristol, however, no compensation for lost profits shall be allowed.

26. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Bristol.

Delivery

27. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the bid specifications.

28. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the bid specifications.

29. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

30. Charges against a Contractor shall be deducted from current obligations. Money paid to the City by the Contractor shall be payable to the Treasurer, City of Bristol..

Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires,

floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

33. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Bristol. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Bristol purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

37. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.



City of Bristol
BRISTOL, CONNECTICUT 06010

**Request For Proposals 2011-036
Voice Recording System
Addendum # 01
October 15, 2010**

Bidders please note:

System Solutions may be offered using technology other than Cybertech referred to in Section 7.b. of Attachment A, provided that such technology meets or exceeds the operations requirements of the Bristol Police Department.

Section 14 requires provision of cost information for annual maintenance; annual maintenance is assumed to be next business day with four hour response time, with availability for support 24/7 at an hourly rate for hours outside of standard coverage.

All other terms and conditions remain unchanged.

Roger D. Rousseau
Purchasing Agent
Tel (860) 584-6195
Fax (860) 584-6171

RETURN THIS FORM IMMEDIATELY!

**City of Bristol, Connecticut
Acknowledgment: Receipt of RFP Documents**

RFP Number: 2011-036
Title: Voice Recording System
Addendum 01

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all vendors have the opportunity to submit appropriate proposals.

Date Addendum 01 Issued: October 15, 2010

Date Addendum 01 received: ____/____/____

Do you plan to submit a proposal? Yes____ No____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Email: _____

Received by: _____

**Note: Faxed acknowledgments are requested!
Fax (860)584-6171
A cover sheet is NOT necessary.
IMPORTANT: DO NOT FAX PROPOSALS.
PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES!**