



Invitation to Bid 2A11-028

The City of Bristol is accepting Proposals on the following:

FIRE SYSTEM TESTS AND INSPECTIONS

All bids must be submitted on forms and in accordance with specifications supplied by

The City of Bristol
Purchasing Office
111 North Main Street
Bristol, CT 06010

Bids will be received until **11:00 am on October 21, 2010** and will be read publicly at that time.

Roger D. Rousseau
Purchasing Agent
Tel (860)584-6195
Fax (860) 584-6171
<http://www.bristolct.gov/bids>

Date issued: October 1, 2010



INSTRUCTIONS TO BIDDERS
City of Bristol, Connecticut 06010

Invitation to Bid 2A11-028
Fire System Tests and Inspections

The following instructions and specifications shall be observed by all Bidders:

Time and Place of Bid Opening

Sealed bids will be opened at **11:00am on October 21, 2010** in the Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010. Bids may be withdrawn 60 days after bid opening, if no award has been made.

1. Intent

The Intent of these specifications is to obtain a Contractor to Test and Inspect the Fire Alarm Systems and Sprinkler Systems in the Bristol Public Schools and Public Buildings in accordance with the State and National Fire Codes, for the period through December 31, 2013.

2. Schedule

Test and inspect the fire alarm and sprinkler systems in accordance with NFPA and State of Connecticut fire and safety codes. Successful contractor must have previous experience in testing such systems and be capable of documenting such test in writing. All fire alarm equipment tests are to be conducted semiannually. Sprinkler tests are to be done quarterly, all in accordance with NFPA regulations.

The contractor shall do all water flow and sprinkler tests in the summer months. Fire alarm tests shall be in February and summer vacation when school is not in session. All fire alarm and sprinkler equipment shall be restored to service as promptly as possible after each test. Any equipment that cannot be restored must be fixed immediately by the contractor. No building shall be left without an active system. Arrangements shall be made with the Building Supervisors for the initial testing.

Contractor shall give an hourly rate for repairs with their bid. The contractor will be responsible for returning the building to full service and full tie in to the central monitoring station. Contractor will make arrangements for all tests that have to be supervised by the Fire Department and/or central monitoring station and be responsible for any cost associated with this test. Contractor to provide all equipment necessary to provide such services, including lift or ladder equipment, at its own expense.

Please note that routine maintenance will be done by City or BOE staff where practical.

3. Scope of Work

Tests shall include but not be limited to the following:

- Clean and test for sensitivity on all smoke detectors (first and third years)
- Clean all duct detectors
- Clean all sampling tubes
- Clean all manual stations
- Check control panel input voltages
- Check control panel output voltages
- Check for electrical shorts and grounds
- Check for cold water pipe ground
- Check standby battery capacity
- Check battery charge rate
- Test releasing circuits (door holders, fans)
- Test audio circuits
- Test visual indicators
- Test all duct detectors
- Test all waterflow devices-actual flow-low pressure alarm and supervised gate valves
- Test all manual stations/stoppers
- Test all rate of rise heat detectors
- Test all resettable fixed element detectors
- Test all tamper devices (Supervisory)
- Test all low temperature devices
- Test all beam detectors/LLI's
- Check city tie and /or central station signal
- Test master box
- Complete NFPA 72 and NFPA 25 Certification of Test
- E.O.L. Supervision on initiating & alarm circuits

Please note that information relating to device counts and respective locations within City and Board of Education buildings is included with this Invitation to Bid as Attachment A.

4. Documentation

All tests and inspections will be documented in accordance with NFPA 72 and NFPA 25. All NFPA Forms shall be in duplicate; one for the Local Fire Marshall and one for the Building Supervisor.

5. Duration of Contract

The contract resulting from this specification shall be for a three year period from January 1, 2011 through December 31, 2013. Each Bidder will include on the Bid Form a percentage increase for each year after the first year. Please note that the cost for all three years will be considered in award.

6. Bid Security

No Bid Bond required. Should the low bidder have previously failed to complete its performance satisfactorily on a contract with the City, before award, such bidder shall have five (5) days to post bond with the City in an amount deemed by the City to adequately cover the difference between the low bid and

the next lowest responsible bidder. Such cash bond shall be forfeited in its entirety in the event of any problem with contract performance.

7. Indemnification

The Bidder, 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, does hereby agree that the bidder will indemnify and save harmless the City of Bristol, its respective officers, agents and servants 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, 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.

8. Insurance

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage
- Workman's Compensation as defined in Chapter 568 of the Connecticut General Statutes.

9. Price, Discounts, Payment, and Delivery

Prices bid shall not include any taxes, Local, State or Federal, as the City is exempt from said taxes in accordance with C.G.S. 12-412. In addition to the prices bid, each bidder may quote binding discounts which will be considered in making the award, via separate attachment. Amounts billed shall be reflective of services performed (e.g. quarterly inspections paid at the time of completion of quarterly inspections) and shall be paid upon completion of said services, in accordance with standard payment terms. Standard payment terms are net 30 days from receipt of properly executed invoice and after completion of services listed therein.

10. No Bid

Failure to return a bid will result in the removal of your firm's name from the Bid List. "No Bids" and responsive bids will result in your firm's retention on the Bid List.

11. Equal Opportunity - Affirmative Action

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares

that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations may be sufficient reason for revocation or cancellation of this contract.

12. Award

The Purchasing Agent reserves the right to reject any or all bids, or the bids for any one or more commodities or contractual services included in any or all bids, to waive any informality in bids and unless otherwise specified to buy any part or the whole from one or more bidders when it is to the City's best interest to do so.

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 nay 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 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.

**BID FORM
CITY OF BRISTOL, CONNECTICUT 06010**



FIRE ALARM SYSTEMS TESTING & INSPECTIONS

Invitation to Bid 2A11-028

Bids Due: 11:00 am, October 21, 2010

**Purchasing Office
111 North Main Street
Bristol, Connecticut 06010**

In accordance with the above specifications, the undersigned agrees to test and inspect Fire Alarm and Sprinkler Systems at a cost per building, per annum:

| | Fire Alarms | Sprinkler Systems |
|----------------------------------|--------------------|--------------------------|
| A. Bristol Central High School | \$ _____ | \$ _____ |
| Bristol Eastern High School | \$ _____ | \$ _____ |
| Memorial Boulevard School | \$ _____ | \$ _____ |
| Clarence A. Bingham School | \$ _____ | \$ _____ |
| Edgewood School | \$ _____ | \$ _____ |
| Greene Hills School | \$ _____ | \$ _____ |
| Ellen P. Hubbell School | \$ _____ | \$ _____ |
| Ivy Drive School | \$ _____ | \$ _____ |
| John J. Jennings School | \$ _____ | \$ _____ |
| Mountain View School | \$ _____ | \$ _____ |
| Clara T. O'Connell School | \$ _____ | \$ _____ |
| South Side School | \$ _____ | \$ _____ |
| Stafford School | \$ _____ | \$ _____ |
| Chippens Hill Middle School | \$ _____ | \$ _____ |
| Northeast Middle School | \$ _____ | \$ _____ |
| Board of Ed Office and Warehouse | \$ _____ | \$ _____ |
| Subtotal Section A: | \$ _____ | \$ _____ |

| | Fire Alarms | Sprinkler Systems |
|------------------------------------|--------------------|--------------------------|
| B. Bristol City Hall | \$ _____ | |
| Police/Court Complex (incl Garage) | \$ _____ | \$ _____ |
| Senior Community Center | \$ _____ | \$ _____ |
| City Yard-Vincent P Kelly Road | \$ _____ | \$ _____ |
| Water Pollution Control Facility | \$ _____ | \$ _____ |
| Youth Services-51 High Street | \$ _____ | \$ _____ |
| Subtotal Section B: | \$ _____ | \$ _____ |
| C. Page Park Pool | \$ _____ | \$ _____ |
| Dennis Malone Aquatic Center | \$ _____ | \$ _____ |
| Subtotal Section C: | \$ _____ | \$ _____ |
| D. Main Library | \$ _____ | \$ _____ |
| Manross Library | \$ _____ | \$ _____ |
| Subtotal Section D: | \$ _____ | \$ _____ |
| Total All Sections: | \$ _____ | \$ _____ |

Initial testing and inspection to start _____ days after receipt of purchase order and take _____ days.

Escalation: Pursuant to section 5 of the above specifications, the above rates shall be applicable to the first year, and shall not increase annually above the following rate: _____ %

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the City reserves the right to reject any and all bids, is submitting this bid without collusion with any other person, individual or corporate.

| | |
|----------------|------------------|
| Witness | Signature |
| Company Name | Printed Name |
| Address | Title |
| Town | Date |
| State | |
| Zip Code | |
| Federal ID # | Telephone Number |
| E-Mail Address | Fax Number |

| Location | Monitoring entity | Control unit | Circuit Style | Number of circuits | manual alarm boxes | Ion detectors | Photo detectors | Duct detectors | Heat detectors | Water flow switches | Supervisory switches | Other | Horns | Strobes | Speakers | Horns and lights | Signaling line circuits | appliance circuits | |
|------------------|-------------------|--|---------------|-------------------------|--------------------|---------------|-----------------|----------------|----------------|---------------------|----------------------|-----------------------|------------|------------|------------|------------------------------|-------------------------|--------------------|--|
| Section A | | | | | | | | | | | | | | | | | | | |
| Bristol Central | CWJ Electric | Notifier AFP2020 | Style 4 | 6 loops | 54 | 1 | 311 | 46 | 57 | 4 | 11 | Ansul connect | 219 | 244 | 25 | | 6 | 30 | |
| Bristol Eastern | CWJ Electric | Notifier AFP2020 | Style 4 | 6 loops | 64 | | 341 | 29 | 43 | 6 | 11 | Ansul connect | 191 | 215 | 24 | | 6 | 10 | |
| Mem Blvd | AAA | Edwards IRC3 | Class B | | 28 | | | 11 | 12 | 3 | | | 40 | 59 | 10 | | | | |
| Bingham | AAA | FCI FC-72-4 | Class B | 4 Conventional Loops | 12 | | | | 2 | | | | | | | 8 | blank | 2 | |
| Edgewood | AAA | Simplex 2001 | Class B | 6 | 9 | | 39 | 3 | 11 | | | | | | | | blank | 2 | |
| Greene-Hills | AAA | Simplex 2001 + voice evac | Class B | 12 | 10 | 16 | 0 | 0 | 18 | 0 | 0 | 0 | 12 | 16 | 4 | | blank | 6 | |
| Hubbell | AAA | Notifier System 5000 | Class B | 24 | 11 | 54 | | 6 | 8 | | | | 16 | 23 | 2 | horns only 4 | blank | 6 | |
| Ivy Drive | AAA | Gamewell/Notifier 21039-19 | Class B | 1 Conventional Loop | 21 | | | | | | | | | | | 13 | 0 | 2 | |
| Jennings | AAA | Dual Alarm/SFP 2402 | Class B | 9 | 9 | 6 | 0 | 0 | 12 | | | | 13 | | | 10 | 0 | 2 | |
| Mountain View | AAA | Simplex 2001-8001 Gamewell 21039 | Class B | 1 | 10 | | | | | | | | | | | 13 lights | blank | 2 | |
| O'Connell | AAA | FCI FC-72-4 | Class B | 4 | 18 | | | | 3 | | | | | | | 8 unspecified | blank | 2 | |
| South Side | AAA | FCI 7200 w/voice | Style 4 | 2 loops | 21 | 0 | 51 | 12 | 23 | | | | 21 Class B | 42 Class B | | | 2 | 4 | |
| Stafford | AAA | Simplex 2001-8023 | Class B | 16 | 18 | | 47 | 15 | 15 | | | | 23 | 23 | | | 0 | 2 | |
| Chippens Hill | AAA | Edwards EST-IRC 3 | Class B | 25 | 54 Style 4 | 60 Style 4 | | 12 Style 4 | | | | | 97 Class B | 23 Class B | 26 Class B | | 1 | 8 | |
| Northeast | AAA | Gamewell FLEX 404 | Class B | 4 zones | 14 | | 50 | | | | | | 24 | 24 | | | blank | 1 | |
| BOE Admin | AAA | Notifier AFP 200 | Class B | 1 loop | 10 | | 10 | | 22 | | | | | | | 9 Simplex Horn-Light | 1 | 4 | |
| BOE Warehouse | AAA | Simplex 2001 | Class B | 1 | 3 | | | | 4 | | | | | | | 1 | 0 | 1 | |
| Section B | | | | | | | | | | | | | | | | | | | |
| City Hall | AA | Simplex 4002 | Class B | 10 zones | | 1 | 1 | 4 | 22 | | | 2 duct heat detectors | | | | | | | |
| Police & Court | AA | Simplex 4002-4008 Sensiscan 2000 | Class B | | 15 | | 10 | 5 | | | | | | | | | | | |
| Senior Center | AA | Gamewell FLEX 410 | Class B | 10 zones | 21 | 45 | | 3 | 24 | | | | 27 | 41 | | | blank | | |
| City Yard | AA | Edwards | Class B | 2 in use | 10 | | | | 35 | | | | 14 | 14 | | | 1 | | |
| WPC | | | | | | | | | | | | | | | | | | | |
| Youth Services | AA | Edwards Quick Start | | | 13 | | 35 | | 5 | | | | 15 chimes | 15 | | | blank | | |
| Section C | | | | | | | | | | | | | | | | | | | |
| Page Pool | AA | Notifier SFP-1024 | Class B | 10 zones | | 4 | 1 | | 2 | | | | 4 | 3 | | | blank | | |
| Malone Pool | AA | Notifier SFP-1024 25/50 Voice Panel | | 2 loops | 8 | | | | 2 | | | | | 7 | | | 7 | blank | |
| Section D | | | | | | | | | | | | | | | | | | | |
| Main Library | AA | Notifier ONY-X-640 w/voice | Style 4 | 1 loop | 20 | 0 | 11 | 6 | 9 | 5 | 7 | | 1 Class B | 30 Class B | 21 Class B | 1 Shunt trip control Style 4 | 0 | | |
| Mansross Library | AA | Notifier AFP-200 | Style 4 | 1 loop | 4 | 7 | | 2 | 22 | | | | 6 | 8 | | | 1 | | |



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

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



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 2 of 3

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



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 3 of 3

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

**Invitation to Bid 2A11-028
Annual Agreement for
Fire System Tests and Inspections
Addendum 01
October 8, 2010**

Please note the following changes:

The following locations do not require quarterly testing and inspection of fire sprinkler systems:

Bristol City Hall
Senior Community Center
City Yard – Vincent P. Kelly Road
Water Pollution Control Facility
Youth Services – 51 High Street
Manross Library

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 Bid Documents

Bid Number: **2A11-028**
Title: **Annual Agreement for
Fire System Tests and Inspections
Addendum 01**

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 Addendum 01 was issued October 8, 2010
Date Addendum 01 was received ____/____/____
Do you plan to submit a bid? 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**