

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 2010-123
ADDRESS 111 North Main Street Purchasing Department Bristol, CT 06010		DATE ISSUED June 11, 2010
SHIPPING ADDRESS (address for shipment of purchased materials) 95 Vincent P. Kelley Rd. or 685 Lake Avenue		DATE BID REQUIRED June 29, 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

Roll out blue recycling containers as per specifications outlined in Attachment A.

Please note that items one through three share the same technical requirements, and are separated solely for internal funding considerations.

1	95 gallon containers imprinted with City of Bristol logo delivered to 95 Vincent P Kelly Road, fully assembled	Ea.	3800	\$ _____	\$ _____
2	95 gallon containers imprinted with City of Bristol logo delivered to 95 Vincent P Kelly Road, fully assembled	Ea.	760	\$ _____	\$ _____
3	95 gallon containers imprinted with City of Bristol logo delivered to 95 Vincent P Kelly Road, fully assembled	Ea.	90	\$ _____	\$ _____
4	95 gallon containers imprinted with Town of Plainville logo delivered directly to resident addresses, fully assembled	Ea.	760	\$ _____	\$ _____
5	95 gallon containers imprinted with Town of Plainville logo delivered to 95 Vincent P Kelly Road, fully assembled	Ea.	70	\$ _____	\$ _____

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

CITY OF BRISTOL



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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 _____

Page 2 of 2

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 2010-123
ADDRESS 111 North Main Street Purchasing Department Bristol, CT 06010		DATE ISSUED June 11, 2010
SHIPPING ADDRESS (address for shipment of purchased materials) 95 Vincent P. Kelley Rd. or 685 Lake Avenue		DATE BID REQUIRED June 29, 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
6	68 gallon containers imprinted with Town of Plainville logo delivered to 95 Vincent P Kelly Road, fully assembled	Ea.	20	\$ _____	\$ _____
	Total				\$ _____
<p>Any award of this contract shall be subject to conformance with guidelines set forth for the use of funds through the American Recovery and Reinvestment Act ("ARRA").</p> <p>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.</p> <p>Bids must be enclosed in a sealed envelope, addressed to the City of Bristol and clearly identified as "Bid #2010-123 Roll-Out Recycling Containers".</p>					

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	
	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
Acknowledgment: Receipt of Bid Documents

Bid Number: **2010-123**
Title: **Roll Out Carts**

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 June 11, 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



**City of Bristol, Connecticut
Invitation to Bid 2010-123
Roll Out Carts
Attachment A - Technical Specifications**

1. GENERAL:

Carts shall be manufactured from high density polyethylene plastic by either the rotational or injected molding process. Each vendor must provide a non-prorated unconditional warranty for a minimum period of ten (10) years, against defects, wear from lifting with mechanical lifter, wear from typical sliding associated with moving the cart, etc. Terms and conditions of the warranty must be fully stated in the bid and will be considered grounds for rejection if considered incomplete or insufficient. All carts must be compatible with all types of rear cart lifters/tippers and automated arm lifters presently manufactured. Carts shall meet the latest ANSI Z245.30 and Z245.60 specifications.

The bidder shall provide, along with the bid submission, brochures which demonstrate how the cart being quoted meets all the specifications contained herein. Vendors being considered for this contract may be required to submit a sample container to be used for evaluation by the City.

2. CART PROPERTIES:

Each cart must meet the following requirements:

Capacity:	95 gallon (minimum)
Weight:	39 pounds (minimum)
Wheels:	2-10" diameter wheels (minimum)
Axle:	3/4" (0.750") diameter (minimum)
Load Rating:	340 pounds (minimum)
Wall Thickness:	0.135" (minimum)

3. HANDLE:

Each cart must be equipped with a minimum of one handle designed to best facilitate the easiest and most controlled movement of a fully loaded cart.

4. CART COVER:

Each cart shall have a cart cover configured to ensure that it will not warp, bend, slump or distort, or allow water to enter the cart. The cover, when in the closed position, shall not allow water to pond on it nor allow water to enter the cart. The lid shall not open under normal wind conditions [up to 30 mph]. The cover shall not be attached to the cart with latches. The cover shall be attached to the cart in a way that will allow the cover to freely swing open through 270° as the cart is being tipped.

The container lid shall be attached to the handle at a minimum of two (2) points with a rust proof fastener system (a single point pivot hinge is not considered to be suitable). Lid attachment extensions shall be a columnar extension of the lid, reducing stress at the attachment points to eliminate deformation or breakage.

5. STABILITY:

The cart must be stable and self-balancing when in the upright position loaded or empty. The cart must be designed to withstand, in the upright position, winds of up to 30 mph [miles per hour] when the cart is empty; without tipping over.

6. LIFT SYSTEM:

All carts must be compatible with all types of rear cart lifters/tippers and automated arm lifters presently manufactured. Carts shall meet the latest ANSI Z245.30 and Z245.60 specifications.

Containers shall have a molded grab bar.

7. MARKINGS:

Logo and Container Type: Each cart shall have the City and/or Town Seal (6" diameter) and "RECYCLING" (1-½" high characters) hot-stamped in white on the side faces of the body. The City will provide Seal and specific location detail to the awarded contractor.

User Instructions: Each cart must be permanently marked with an in-mold label made of 4-mil white vinyl, approximately 8" tall by 11" wide, using the following colors: black, green, red, yellow, and blue. The City will provide label detail to the awarded contractor.

Serial Number: Each cart must have a six-digit serial number (1-½" high characters) hot-stamped in white on the front face of the body. The numbers shall be sequential for all carts purchased through this contract.

Top Markings: Each cart shall have "MINIMUM 5 FOOT CLEARANCE EACH SIDE" (1-½" high characters) hot-stamped in white on the top of the cart cover.

8. RFID Tag:

Roll Out Containers are to contain an RFID tag, consistent with Avery Dennison AD-222 RFID Gen 2 Inlay, meeting the following specifications:

Each container must be equipped with an Ultra High Frequency RFID tag, installed into the cart body (with no exposure to the outside elements) along with a 8-9 digit Serial Number and associated Bar Code that is branded on the front of each container. Adhesive or Sticker RFID tags and Bar Codes will not be acceptable. To avoid interference with the containers contents / materials, RFID tags placed inside of the container are unacceptable.

An association between each container's RFID Tag, Serial Number and Bar Code must be recorded at the manufacturing facility. It is the manufacturer's responsibility to provide and maintain a data base for the City of Bristol that includes the association information. The data base must include each container's RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this database for the life of the contract and provide additional association information for future container purchases. The manufacturer shall additionally provide a copy of the database, via a standard usable format, to the Department of Public Works on an annual basis.

The RFID inlay must be passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPCglobal C1G2 protocol. The antenna dimensions must not exceed 3.741 in x .302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester SmartCard material using a heavy duty P7 permanent adhesive. The RFID tag must be fully compatible with the Intermec IF61 RFID Smart Reader.

9. COLOR:

The plastic resin must be enhanced with color pigment and ultraviolet inhibitor which must be uniformly distributed throughout the finished cart, lid, and wheels.

The cart and cover shall be blue; and the wheels shall be black. The bidder shall submit brochures, pictures, etc. that show the specific shade(s) of blue available.

10. WARRANTY:

The bidder must submit, with bid, a document which clearly states the exact warranty of the bidder. The warranty must be for not less than ten (10) full years and must specifically provide for non-prorated unconditional replacement of any of the components, parts, including the whole cart body itself; which fail in materials, workmanship, and/or under normal wear over a minimum period of ten (10) years from the date. The warranty shall insure to the City of Bristol and Town of Plainville residents that the cart provided will perform its design function adequately for a minimum of ten (10) years. Recognizing that the most probable failures are components which can quickly be changed by field personnel, all vendors shall focus the warranty toward a sufficient supply of replacement parts, cart bodies, covers, grab bars, etc. readily available to the City. The terms of the warranty included with this bid will be considered in the evaluation of bids and the final contract award.

11. RECYCLING PROGRAM:

The City of Bristol Public Works Department would like the vendor to have a recycling program for discarded roll out carts, lids and other plastic components. Information on such program shall be included via separate attachment to the bid response.

12. DELIVERY:

Carts will be delivered F.O.B. Destination to the City of Bristol, Public Works Yard; 95 Vincent P. Kelley Road; or to the Bristol Solid Waste Transfer Station, 685 Lake Avenue, Bristol, Connecticut - prior to 12:00 noon on a regular City work day, except for curbside delivery as noted in Item 4 (delivered to Plainville residents).

Cart assembly will be performed by the contractor. Distribution of barrels to City of Bristol residents will be performed by City employees.

13. FUNDING CONSIDERATIONS:

Items Two through Six are funded through the American Recovery and Reinvestment Act ("ARRA"). Any award of this contract shall be subject to conformance with guidelines set forth for the use of funds through ARRA.

Section 19 of the Standard Bid and Contract Terms and Conditions (local bidding preference) is not relevant to the award of any contract involving funds defined above.

Any contract executed by the City, as a municipal government, is subject to the appropriation of funds.

14. EQUAL EMPLOYMENT OPPORTUNITY:

Equal Employment Opportunity - Executive Order 11246 and 41 CFR Part 60: Attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth within the supplementary provisions. The successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The awarded contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.

15. GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION:

The awarded contractor shall be required to certify that no Principals or key personnel, officials, or employees of the contractor, or their agents, have made a Gift(s) to any Applicable Public Official or State Employee or Municipal Official, and shall further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

State forms OPM-1 and OPM-6 included with this document; bidders are required to complete the forms and include with their bid response.

16. NON COLLUSION:

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 there from in any manner which is unethical or contrary to the best interests of the City of Bristol.

An affidavit form is included with this document; bidders are required to complete the form and include with their bid response.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



**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: _____

**CHRO CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.”

“Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.”

“Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians; an individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

The undersigned acknowledges receiving and reading a copy of the Notification to Bidders forms.

Signature

Date

Printed Name

Title

Company

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
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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

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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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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.

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed:

(Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____)

ss: *A.D., 20* _____

)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

(Notary Public)

(Seal)

Section 31-57b. Awarding of contracts to occupational safety and health law violators prohibited. No contract shall be awarded by the state or any of its political subdivisions to any person or firm or any firm, corporation, partnership or association in which such persons or firms have an interest (1) which has been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction or (2) which has received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Any person who knowingly provides false information concerning the information required pursuant to this section shall be assessed a civil penalty of not less than five hundred dollars nor more than five thousand dollars and shall be disqualified from bidding on or participating in a contract with the state or any of its political subdivisions for five years from the date of the final determination that the information is false. Any political subdivision or any state agency receiving false information pursuant to this section shall notify the Commissioner of Administrative Services and, upon receipt of such notice, the commissioner shall conduct a hearing in accordance with the provisions of chapter 54. Upon a determination that false information was provided, the commissioner shall impose a civil penalty in accordance with the provisions of this section. Such civil penalty shall be paid to the Treasurer or to an official of the political subdivision, as the case may be. Any civil penalty imposed pursuant to this section may be collected in a civil proceeding by any official of a political subdivision authorized to institute civil actions or, in the case of the state, by the attorney general, upon complaint of the Commissioner of Administrative Services.