

# 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: <b>City of Bristol, Connecticut</b>		(Return Bid attention of) <b>Roger D. Rousseau</b>	BID NUMBER <b>2011-017</b>
ADDRESS <b>111 North Main Street Purchasing Department Bristol, CT 06010</b>			DATE ISSUED <b>July 20, 2010</b>
SHIPPING ADDRESS (address for shipment of purchased materials) <b>WPCF, 75 Battisto Road, Bristol CT</b>		TELEPHONE NUMBER <b>(860) 584-6195</b>	DATE BID REQUIRED <b>August 9, 2010 11:30 am</b>
			DATE MATERIAL REQUIRED
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
		To be Completed by bidder	
		Unit Price	Amount

Trenchless Sewer Pipe Point Repairs at various locations throughout Bristol, as per the requirements outlined in Attachment A. Repairs shall be provided on an as needed basis only under the direction of the Water Pollution Control Facility. Work for spot repairs shall be measured in lengths of 4 feet, 8 feet, or 12 feet increments.

Pricing for said work shall be provided via the attached Proposal Form, identified as Attachment B.

**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.**

Bids must be enclosed in a sealed envelope, addressed to the City of Bristol and clearly identified as **"Bid 2011-017 Trenchless Sewer Pipe Point Repairs"**

<b>5To be completed by bidder</b>	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, Connecticut  
Invitation to Bid 2011-017  
Attachment A  
TRENCHLESS PIPE POINT REPAIRS**

Intent of Specification:

The City of Bristol owns and operators a wastewater collection system which includes approximately 340 miles of gravity sewer. A 12" diameter gravity sewers in Federal Street in Bristol require two point repairs, the City intends to hire a contractor experience in No-Dig or trenchless pipe rehabilitation to install two short CIPP liner repairs along with removal of a protruding lateral tap and reinstatement of the lateral after installation of the CIPP repair.

In addition to the specific repair location cited above, the City intends to establish an annual contract under this specification to provide similar pipe repairs on an as needed basis in as yet undetermined locations within the City.

PART 1 - General

1.1 DESCRIPTION

- A. This section includes requirements for the installation of the cured in place spot repair system for sanitary sewers.
- B. This work shall include the furnishing of all materials, equipment, tools and labor as required for the rehabilitation of the authorized sewer segment with the installation of a epoxy resin, impregnated, cured in place sleeve as described in these specifications. The prefabricated sleeve shall be constructed of multiple layers of carbon fiber material and shall be thoroughly impregnated with epoxy resin prior to insertion and upon curing shall form a hard, impervious lining. The sleeves shall be installed in the locations shown on the plans, or as directed by the engineer in accordance with these specifications.

1.2 QUALITY ASSURANCE

- A. Codes and standards: Perform all work in compliance with applicable of governing authorities having jurisdiction.
- B. The latest edition of the following standards, as reference herein, shall be applicable.
  - 1. American Society of Testing and Materials (ASTM)
  - 2. Occupation Safety and Health Administration (OSHA)

1.3 SUBMITTALS

Product Data

Submit manufacturers catalog cuts, specifications and installation instructions.

## PART 2- PRODUCTS

### 2.1 GENERAL

- A. The sleeve shall be of a type that allows for rehabilitation of clay tile or pipe constructed of any other materials.
- B. The cured sleeve shall be fabricated to fit lightly in the approximate inside circumference of the existing sewer line but not to deform unduly in areas of lateral connections.
- C. The length of sleeve will cover the area of cracking and displaced joints with a minimum of 9 inches overlap onto sound pipe,
- D. The prepared materials shall be placed around an inflatable packer and positioned in the sewer line. The uncured materials shall be protected from damage while being drawn through the sewer.
- E. The system shall be "No-Dig Technology". Excavation, pavement cuffing, patching and other surface feature disturbances and restoration shall not normally be required.
- F. The sleeve will be made of carbon fiber or fiber glass material and epoxy resin and wetted out on site prior to insertion.
- G. The edge of the sleeve will taper at either end.
- H. No significant interior pipe volume change shall occur due to installation of the sleeve.
- I. The sleeve shall be installed in such a manor as to force excess resin into any cracks, joints or other surface defects of the existing interior pipe wall surface.
- J. The sleeve shall be fabricated from materials which, when cured, will be chemically resistant to domestic sewage gases including hydrogen sulfide, carbon monoxide, carbon dioxide, methane, dilute sulfuric acid, external exposure to soil bacteria and any chemical attack which may be due to materials in the round.

### 2.2 MATERIALS

- A. The material will consist of several layers impregnated with epoxy resin. It should be wrapped and securely tied around the packer. The packer should be capable of stretching to fit irregular sections and negotiate shallow bends.
- B. A chemical resistant epoxy resin with a compatible hardener will be used. The resin should be of such a character that it will not exotherm prior to installation and it will harden in the presence of water.
- C. The carbon or glass fiber composite should meet the minimum requirements given in table 1 and have been in accordance with the material testing procedure described in ISO 4-34-04 or the American equivalent, by an independent authority.

Table 1

Spot repair performance requirements

<u>Property</u>	<u>Minimum Requirement</u>
Short term bending modulus	1,696,500psi
50 year flexural creep modulus	240,000psi

## PART 3- EXECUTION

### 3.1 PREPARATION

- A. The contractor shall provide all equipment necessary for cleaning lines. The equipment used shall be suitable for the sewer conditions and degree of cleaning necessary, and shall not cause additional damage to the line.
- B. The contractor will remove all debris, all sludge, dirt, sand, grease, roots and other materials from the downstream manhole of the section of pipe being repaired.
- C. Televising - Once the cleaning operation is complete, the line shall be televised. If the pipe line is found not to be properly cleaned, the television equipment shall be removed and the line recleaned.
- D. Line obstructions - All line obstructions which may impede the insertion of the liner shall be removed by the contractor. Protruding connections and major offset joints will be corrected by means of a robotic cutting device.

### 3.2 INSTALLATION OF THE REPAIR

#### A. Installation (General Conditions)

- 1. The installation of the sleeve system shall be in strict accordance with the manufacturer written instructions and as herein specified. This shall include the preparation, installation, curing, and finish operation required for the completion of the pipe rehabilitation process.

#### B. Liner Installation:

- 1. The contractor will provide the ready packaged kit of materials containing the carbon fiber, resins and hardener to do each repair. The contractor will supply copies of the documents showing what the resins are.
- 2. The contractor will perform CCTV inspection of the sewer to ensure it is clean enough prior to the liner insertion.
- 3. The contractor will wet and thoroughly cover the material with epoxy resin to ensure that all fiber have been covered with the epoxy resin.
- 4. The epoxy resin impregnated sleeve is placed around the inflatable packer and winched into the required section of the sewer.
- 5. Once the packer is in position air is pumped into the packer, breaking the ties and molding the carbon fiber cloth to the sewer wall. The surplus resin is forced into any cracks in the pipe.
- 6. Steam is then injected in to the packer to cure the resins. Temperature and pressure of the packer is continually monitored.
- 7. The packer is left in position until the resin has completely hardened.
- 8. After the project is complete the contractor will provide the engineer with a copy of a color video showing the rehabilitated sections of the sewer segment repaired. A copy of the temperature and pressure logs for each cure will be given to the engineer.

### 3.3 FINAL INSPECTION

The contractor will make a final video inspection of the segment of the sewer line repaired to ensure a smooth, continuous liner free of holes, dry spots or other visual defects. If defects are encountered, they will be repaired by the contractor. Excavation shall be avoided whenever possible. All cut out material shall be flushed and retrieved out of the sewer; a copy of this video will be forwarded to the engineer.

### 3.4 MEASUREMENT AND PAYMENT

#### **A. Trenchless Point Repairs**

1. The length of sewer to be measured for spot repairs will be measured in 4 feet, 8 feet or 12 feet increments along the horizontal projection of the center line of the installed sewer. If the point repair is greater than 12 feet, payment will be made for multiple repairs.
2. The unit price shall constitute full compensation for all labor, tools and equipment mobilization/demobilization, necessary to clean the existing pipe, conduct a CCTV inspection, install the point repair liner, maintenance of sanitary sewer flow, bypass pumping as necessary to protect private property, clean up the site and furnish a VHS color video cassette of the completed work acceptable to the engineer.

#### **B. Reconnect Service Connections**

1. The quantity of service connections and laterals to be paid for shall be the actual quantity reconnected (reopened) after the liner has been installed in place. The contractor shall identify all connections to be reopened during his initial cleaning and televising of the existing sewers and drains. A log will be prepared and submitted to the engineer verifying the address, and footage and time and closure and reopening of each connection. Each connection reopened or left closed will be documented in the log and indicated in the screen of the final color video recording. No payment will be made for any attempted reconnection not authorized by the engineer in writing.
2. The unit price for service and lateral connections shall constitute full compensation for all labor, tools and equipment necessary to reopen such connections to the satisfaction of the engineer.

#### **C. Protruding Lateral Connections**

1. The number of protruding lateral connections will be the actual number removed and shown in the television inspection, indicating size, location and time of removal.
2. The unit price bid for protruding lateral connections shall constitute full compensation for all labor, tools and equipment necessary to remove such connection.

The City of Bristol WPC will provide or arrange for traffic control protection at its own cost.

**City of Bristol, Connecticut  
 Invitation to Bid 2011-017  
 Attachment A  
 Bid Proposal Form**

1. **Trenchless Point Repairs**, provide price per specified repair length for each of the indicated pipe diameters.

Length	Pipe Diameter		
	8"	10"	12"
4 feet			
8 Feet			
12 Feet			

As a basis for bid comparison; enter the cost to install two 4 foot long CIPP repairs in a 12" pipe based on the above unit pricing:

<u>Qty</u>	<u>Item</u>	<u>Unit Price</u>	<u>Total</u>
2	4 Foot long CIPP repair	_____	_____

2. **Reconnect Service Connections**, \_\_\_\_\_ ea.

3. **Remove Protruding Service Tap** \_\_\_\_\_ ea.

**RETURN THIS FORM IMMEDIATELY!**

City of Bristol, Connecticut  
Acknowledgment: Receipt of Bid Documents

Bid Number: **2011-017**

Title: **Trenchless Sewer Pipe Point Repairs**

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

July 20, 2010

Date Invitation to Bid was received

\_\_\_\_/\_\_\_\_/\_\_\_\_

Do you plan to submit a proposal?

Yes\_\_\_\_\_ No\_\_\_\_\_

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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  
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
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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											
<b>TOTALS ABOVE</b>											

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.