

# 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</b>	(Return Bid attention of) <b>Roger D. Rousseau</b>	BID NUMBER <b>2A11-016</b>
ADDRESS <b>111 North Main Street Purchasing Department Bristol, CT 06010</b>		DATE ISSUED <b>July 20, 2010</b>
SHIP PREPAID TO ABOVE ADDRESS (unless other address is entered here) <b>- same -</b>		DATE BID REQUIRED <b>August 9, 2010 11:00 am</b>
TELEPHONE NUMBER <b>(860) 584-6195</b>		DATE MATERIAL REQUIRED

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
				Unit Price	Amount
	Application of chemical root control agent into existing sanitary sewer lines, in accordance with the specifications outlined in Attachments A. Cost for sewer line chemical root control shall include all labor, materials, equipment and associated costs, and shall be paid for at the unit price bid per linear foot of each size pipe, computed per linear foot manhole-to-manhole.				
1	8 inch pipe	LF	6,000	\$ _____	\$ _____
2	10 inch pipe	LF	300	_____	_____
3	12 inch pipe	LF	300	_____	_____
4	15 inch pipe	LF	300	_____	_____
5	18 inch pipe	LF	1,000	_____	_____
6	21 inch pipe	LF	1,200	_____	_____
7	24 inch pipe	LF	5,500	_____	_____
				<b>Total:</b>	<b>\$ _____</b>

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

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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.

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Vendor Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_

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			DATE MATERIAL REQUIRED
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
		To be Completed by bidder	
		Unit Price	Amount

8 **Submittals:** Failure to enclose the following will render this bid non-responsive and result in the rejection of this bid.

- \_\_\_\_\_ - Specimen Label with MSDS
- \_\_\_\_\_ - Contractor's Qualifications
- \_\_\_\_\_ - Contractor's References

**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 **"2A11-016 Chemical Root Control"**.

<b>To be completed by bidder</b>	QUOTE NO:	DATE SUBMITTED	DELIVERY AS REQ'D. (Unless noted here)		<b>TOTAL</b>
	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 bidder's address above)		

**RETURN THIS FORM IMMEDIATELY!**

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

**Bid Number: 2A11-016**

**Title: Chemical Root Control**

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

Date Issued: July 20, 2010

Date Bid 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 BIDS.**

**BIDS MUST BE SUBMITTED IN SEALED PACKAGES!**



**INVITATION TO BID 2A11-016  
ATTACHMENT A  
SEWER LINE CHEMICAL ROOT CONTROL**

**INTENT OF SPECIFICATIONS**

To have an experience contractor provide all materials, labor and equipment necessary to apply chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit re-growth, without permanently damaging the vegetation producing the roots.

**SCOPE OF WORK**

**CONTRACTOR RESPONSIBILITIES**

The Bidder's attention is drawn to the following terms, conditions and responsibilities:

- a. Bidders must be licensed with the Connecticut Department of Environmental Protection **prior to the bid date**. All Bidders must have a minimum level of pesticide application experience, and employ a State Certified pesticide applicator on the job site at all times.
- b. Contractor shall provide Pollution Liability Insurance; in addition to all other insurance specified herein.
- c. The Contractor is responsible for all property damage and for all clean up and restoration associated with any chemical spill.
- d. Where work is located within a street travel way, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.
- e. The Contractor shall use a reduced-pressure-zone backflow prevention device whenever accessing fresh water for mixing chemical. The Contractor shall fill his equipment with water provided by the City at the City's wastewater treatment facility.
- f. The Contractor shall comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers
- g. The contractor shall provide for all traffic control considerations, including dedicated traffic flag man, traffic cones and signage.
- h. The Contractor shall be responsible to maintain sanitary sewer flows while working on the sewer pipes.

## **COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL**

The chemical root control agent shall be Razorooter II or equivalent product that is approved by the City. The chemical root control agent shall be registered with the EPA and the Connecticut Department of Environmental Protection, **prior to the bid opening**, and shall be labeled for use in sewers to control tree roots. The chemical root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

### **A. Active ingredient:**

1. Shall be a Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.
2. Shall be Diquat dibromide, or an approved equal as determined by effective root reduction, with minimal impact to treatment facilities. The City shall be sole judge in determining product acceptability.
3. Shall not be considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.
4. Shall be non-volatile in order to minimize exposure to workers and other individuals by inhalation.
5. Shall not be readily absorbed through the skin.
6. Products containing the active ingredient(s) metam-sodium or copper sulfate are not allowed. Products with any significant concentrations of copper will not be allowed.

### **Surfactant system:**

1. Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour. Foam quality shall be sufficient to penetrate "wye" connections.
2. Shall enhance the penetration of herbicide into root masses.
3. Shall contain an Alkylpolyglucoside (formulations of vegetable oil and carbohydrate from agricultural products), or similar product deemed acceptable to the City.

## **MANNER OF APPLICATION**

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into

the sewer under pressure—as a foam. Foam quality shall be sufficient to penetrate “wye” connections, effectively treat large diameter pipe and to enhance treatment effectiveness overall.

Hydraulic sewer cleaning machines shall not be used prior to, or during the treatment process. Hydraulic sewer cleaning machines will reduce treatment effectiveness by damaging root growths and inhibiting their uptake of chemical.

### **PROPERTY DAMAGES CAUSED BY THE CONTRACTOR**

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The City may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the City.

### **PROTECTION OF WASTEWATER TREATMENT PLANT**

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely effect wastewater treatment plant processes, in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the City. The Contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the City.

### **COMPLIANCE WITH LAWS**

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material EPA registration number must be submitted with bid.

### **GUARANTEE**

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows. At the option of the City, the Contractor shall, at his own expense, **re-treat a sewer section, or refund 100% of the payment received to treat that section**, in the event that: (1) live roots are found in the section within six months after the application; or, (2) **ANY roots, live or dead, are found in the section eight months after the application and after the City performs its standard jet cleaning maintenance of the section** ; or, (3) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, will not extend the expiration date of the guarantee.

## **QUALIFICATIONS**

The Contractor shall demonstrate a minimum level of five (5) years direct experience in applying chemical sewer root control agents. The Contractor must have performed at least 10 other jobs similar in size and scope to the work specified herein, and have treated in excess of 200,000 linear feet of sanitary sewer. Any work performed by subcontractors for the Contractor will not be considered.

The Contractor shall be licensed as a pesticide application business with the Connecticut Department of Environmental Protection. Each bidder is required to submit with his bid a list of their qualifications to perform the specified work, including a list of relevant work experience with references.

**The Contractor must hold the proper certification and licensing as may be required under all applicable Federal, State and Local regulations.**

## **ASSISTANCE PROVIDED BY THE OWNER:**

- a. The City will provide all necessary drawing and sewer system locations listed in this specification.
- b. The City shall provide for the entering of private lands, public lands and right-of-ways.
- c. The City shall provide a source of fresh water at a location or locations to be designated by the Owner.
- d. The City shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.
- e. When the use of city of Bristol Police traffic control is initially required by the City, the City will bear the cost of the Officer. All other traffic control measures are the sole responsibility of the contractor.

**NOTE:** In the event the contractor is found to neglect his traffic control obligations and as a result is required by the Police Department to hire an Officer for traffic control, the contractor shall bear the full cost of the Police duty traffic control.

## **CONTRACT PERIOD**

The initial term of the contract shall be for the period of one year. The contract may be extended for one additional year period, with the mutual consent of the Owner and Contractor.

## **PAYMENT**

Payment to the contractor shall be made based on the cost per unit foot price submitted by the Contractor, only after all work specified by the Contract has been completed to the Owner's satisfaction. The Contractor shall submit documentation of the total number of lineal feet of pipe treated with their request for payment.

The request for payment will be as approved by the Engineer and shall reflect all work completed to date less a 10% retainage and less any previous payments.

**The amount retained shall be held by the City for up to a one (1) year warranty period, commencing on the date the majority of work was completed.** Partial payments do not constitute acceptance of the work or any portion thereof. The presence of the Engineer, or his representative, on the work or inspection of said work in progress does not constitute acceptance of the work.

Subsequent work may be scheduled at the contract unit price through mutual agreement by the contractor and City.

The unit price bid submitted shall be all inclusive. NO separate payment will be made for associated work such as mobilization, normal traffic control, overhead, or any other costs.

### **Final Payment**

Eight months after the documented date of Substantial Completion, the City will jet clean portions of the pipe sections treated under this contract. The City shall inspect the work and shall notify the Contractor of any deficiencies not previously rectified. The Contract shall be given additional time, up to the 1 year retainage period, to correct the deficiencies. When the whole work is confirmed to be fully complete in conformance with the intent of this specification and guaranty clause, with no deficiencies; the City shall certify to the Contractor in writing the satisfactory completion of the work, and shall prepare a final payment.

At the end of the one year retainage period, the final payment shall be all monies due the Contractor for the total work performed under this Contract less previous payments, monies deleted for uncorrected deficiencies, or payments of claims or damages to others paid by the City resulting from actions under this Contract. The final payment will not be made until the City is satisfied that said City, it's agents and employees, are not liable to suits and claims resulting from work under this Contract and that all bills for labor and materials used in the Contract have been paid in full. The Contractor will be required to sign a certificate that this final payment liquidates the Contract and releases the City from any claims by him under the Contract. Said final payment will be made to the Contractor as soon thereafter as the disbursement policies of the City permit. The final payment to the Contractor will constitute final acceptance of the entire work, unless otherwise specifically documented by the City of Bristol.



## 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: \_\_\_\_\_



**City of Bristol**  
Workplace Analysis Affirmative Action Report  
Employment Information Form

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											
<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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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



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## 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.