

# CITY OF BRISTOL



## INVITATION TO BID

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

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

Address \_\_\_\_\_

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

Telephone \_\_\_\_\_

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

ISSUED BY: <b>City of Bristol, Connecticut</b>		(Return Bid attention of) <b>Roger D. Rousseau</b>	BID NUMBER <b>2A11-074</b>
ADDRESS <b>111 North Main Street Purchasing Department Bristol, CT 06010</b>			DATE ISSUED <b>March 18, 2011</b>
SHIPPING ADDRESS (address for shipment of purchased materials)		TELEPHONE NUMBER <b>(860) 584-6195</b>	DATE BID REQUIRED <b>April 14, 2011 11:30 am</b>
			DATE MATERIAL REQUIRED
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
		To be Completed by bidder	
		Unit Price	Amount

**Annual agreement for the purchase of uniforms** and related items for the Bristol Police Department, to be provided on an as needed basis in accordance with the specifications and requirements listed herein for a two year period through June 30, 2013 with option to renew for an additional one year period, with the annual estimated quantities.

Please note that uniforms will be purchased by the City departments and additionally by employees of the departments (e.g. the Police Department purchases all work apparel up to a fixed amount per employee, with purchases in excess of the allowance made by the employee at their own expense). Pricing quoted herein shall apply to purchases made either by the City department or its employee.

Please pay specific attention to fitting and tailoring requirements, and badging requirements, outlined in the attached specifications, Attachment A. Proposals must be on products listed, unless specifically approved in writing for bids on other available products.

<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
<b>by bidder</b>	VENDOR FEIN/SSN	ARE YOU INCORPORATED YES <input type="checkbox"/> NO <input type="checkbox"/>	PURCHASE ORDER ADDRESS (If different from 2bidder's address above)	

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
				Unit Price	Amount
<b>Section A. Police Uniforms</b>					
1	Patrol Trousers male, Elbeco E 614 or Blauer Street Gear 8810	Ea	200	\$ _____	\$ _____
2	Patrol Trousers female, Elbeco E 9614 or Blauer Street Gear 8810W	Ea	5	\$ _____	\$ _____
3	Patrol shirt long sleeve, Elbeco G 974 or Blauer 8703	Ea	120	\$ _____	\$ _____
4	Patrol Shirt short sleeve, Elbeco G 964 or Blauer 8713	Ea	120	\$ _____	\$ _____
5	Dress Trousers male, LAPD Blue, Flying Cross 32260 or Blauer 8560	Ea	10	\$ _____	\$ _____
6	Dress Trousers female, LAPD Blue, Flying Cross 35260 or Blauer 8560W	Ea	3	\$ _____	\$ _____
7	Dress Shirt male for Patrolmen, Sergeants and Lieutenants, long sleeve; LAPD Blue Flying Cross 47W 6686 or Blauer 8450	Ea	20	\$ _____	\$ _____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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8	Dress Shirt female for Patrolmen, Sergeants and Lieutenants, long sleeve; LAPD Blue Flying Cross 104W 6686 or Blauer 8450W	Ea	2	\$ _____	\$ _____
9	Dress Shirt male for Patrolmen, Sergeants and Lieutenants, short sleeve, LAPD Blue Flying Cross 97R6686 or Blauer 8460	Ea	20	\$ _____	\$ _____
10	Dress Shirt female for Patrolmen, Sergeants and Lieutenants, short sleeve, LAPD Blue Flying Cross 154R 6686 or Blauer 8460W	Ea	2	\$ _____	\$ _____
11	Dress Shirt for Captains and above, long sleeve (white); Flying Cross 45 W 6600 or Blauer 8900	Ea	5	\$ _____	\$ _____
12	Dress Shirt for Captains and above, short sleeve (white) Flying Cross 95R 6600 or Blauer 8910	Ea	5	\$ _____	\$ _____
13	<b>Section B. Academy Requirements</b> Academy Trousers, Dickie Khaki Pants 874KH, sizes 28 X 32 to 44 X 34	Ea	30	\$ _____	\$ _____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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14	Academy Trousers, Dickie Khaki Pants 874KH, sizes 46 X32 to 50 X 32	Ea	2	\$ _____	\$ _____
15	Academy Shirts, Long sleeve w/ 2 BPD patches, Dickie Khaki 575KH	Ea	20	\$ _____	\$ _____
16	Academy Shirts, Short sleeve w/ 2 BPD patches, Dickie Khaki 1575KH	Ea	20	\$ _____	\$ _____
<b>Section C. Other Clothing</b>					
17	Ties, Broome 4JJBO – Dark Navy	Ea	10	\$ _____	\$ _____
18	Winter Hat, Dress, Keystone with Gold Hat Strap, 8 point wool Dark Navy or equivalent	Ea	10	\$ _____	\$ _____
19	Eight Point Hat Rain Cover black/yellow, Blauer	Ea	10	\$ _____	\$ _____
20	Jacket, Blauer 6001, Reversible, Dark Navy/Yellow, Two Shoulder patches, badge patch/sewn name tag, Back of jacket screened "BRISTOL POLICE" in black	Ea	10	\$ _____	\$ _____
21	Raincoat, Blauer 733, Reversible, Black/Yellow	Ea	10	\$ _____	\$ _____
22	Cruiser Jacket, Blauer 9010Z, Dark Navy, shoulder patches, badge patch, sewn-on name tag	Ea	10	\$ _____	\$ _____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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23	Black Knit, badge patch on front, 100% Acrylic	Ea	10	\$ _____	\$ _____
24	#514 Pro-style Wool Blend Patrol Baseball Cap – Navy, w/ Velcro, embroidered BPD Emblem affixed Richardson _____ or Equivalent _____	Ea	10	\$ _____	\$ _____
25	#514 Pro-style Wool Blend Patrol Baseball Cap – Black, w/ Velcro, embroidered Central Region ERT Police Logo affixed Richardson _____ or Equivalent _____	Ea	10	\$ _____	\$ _____
<b>Section D. Accessories</b>					
26	Mag-Lite 3D-cell Flashlight	Ea	1	\$ _____	\$ _____
27	“Bianchi AccuMold” cuff case model 7300S,	Ea	1	\$ _____	\$ _____
28	“Bianchi AccuMold” pepper holder model 7307S	Ea	1	\$ _____	\$ _____
29	“Bianchi AccuMold” equipment duty belt model 7200	Ea	1	\$ _____	\$ _____
30	“Bianchi AccuMold” double magazine pouch model 7302HS Size 2	Ea	1	\$ _____	\$ _____
31	“Bianchi AccuMold” radio holder model 7314	Ea	1	\$ _____	\$ _____
32	“Peerless” hinged handcuffs	Ea	1	\$ _____	\$ _____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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33	"Safariland" holster model 295 Nylon look	Ea	1	\$ _____	\$ _____
34	"Bianchi AccuMold" flashlight holder model 6409	Ea	1	\$ _____	\$ _____
35	"Bianchi AccuMold" pkg of 4 belt keepers model 6406	Ea	1	\$ _____	\$ _____
36	ASP Expandable baton #52411	Ea	1	\$ _____	\$ _____
37	ASP Holder # 52432	Ea	1	\$ _____	\$ _____
38	"Bianchi AccuMold" glove holder model 7315S	Ea	1	\$ _____	\$ _____
39	3/8" Collar Pins, silver – "BPD" Blackinton Brand	Ea	2	\$ _____	\$ _____
40	3/8" Collar Pins Sergeant - gold	Ea	2	\$ _____	\$ _____
41	3/8" Collar Pins Lieutenant - gold	Ea	2	\$ _____	\$ _____
42	3/8" Collar Pins Captain – gold	Ea	2	\$ _____	\$ _____
43	3/8" Collar Pins Chief - gold	Ea	2	\$ _____	\$ _____
44	Name plate for academy & dress uniform, Blackinton Brand	Ea	1	\$ _____	\$ _____
45	Pant Belt for khaki uniform	Ea	1	\$ _____	\$ _____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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46	"Bianchi AccuMold" Velcro liner belt model #7205	Ea	1	\$ _____	\$ _____
47	"Bristol Police" tie bar, silver	Ea	1	\$ _____	\$ _____
48	"Bristol Police" tie bar, gold	Ea	1	\$ _____	\$ _____
49	Clip on ties, dark navy	Ea	3	\$ _____	\$ _____
50	High visibility lime green traffic safety vest with "POLICE" front and back, 339P-Blauer	Ea	1	\$ _____	\$ _____
51	"Hatch Resister" gloves, RFK-300	Pr	1	\$ _____	\$ _____
52	Badge, Blackinton B879 – Hi-Glo, Pin Back with City of Bristol Seal	Ea	1	\$ _____	\$ _____
53	Badge, Blackinton B879 – RHO-Glo, Pin Back with City of Bristol Seal	Ea	1	\$ _____	\$ _____
54	Hat Badge, Blackinton, BA 3780, with City of Bristol Seal	Ea	1	\$ _____	\$ _____
55	Hat Badge, Blackinton, BA 3780, with City of Bristol Seal, with RHO-Glo	Ea	1	\$ _____	\$ _____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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56	Serpa II Paddle Holster for Glock Model 22 + 23 Black Matte Finish	Ea	1	\$ _____	\$ _____
57	Safariland Cancel Mag., Single Cuff Pouch for Glock 22 + 23	Ea	1	\$ _____	\$ _____
58	Badge Holder _____ or Badge Clip _____	Ea	1	\$ _____	\$ _____
59	Shooting Glasses Model/Number _____	Ea	1	\$ _____	\$ _____
<b><u>Section E Animal Control Officer Uniforms</u></b>					
60	Trousers, Green Equivalent to Patrol Trousers	Ea	3	\$ _____	\$ _____
61	Long Sleeve Shirt, Tan Equivalent to Patrol Shirt	Ea	3	\$ _____	\$ _____
62	Short Sleeve Shirt, Tan Equivalent to Patrol Shirt	Ea	3	\$ _____	\$ _____
63	Jacket , Green, Equivalent to Patrol	Ea	3	\$ _____	\$ _____
Quantities as listed above are estimated only; the City of Bristol does not commit to specific volumes. Purchases will be made on an as-needed basis					

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**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 2A11-074 Police Department Uniforms and Related Items”**

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**Invitation to Bid 2A11-074  
Police Uniforms  
Attachment A**

**CLASS “A” SHIRTS (Dress) – Shoulder patches only**

**CLASS “B” SHIRTS (Patrol) – BDU**

Sewn on Name Tag  
B.P.D. Badge Patch  
2 Shoulder Patches

**Patches:** For Patrol Shirts and Dress Shirts

Patches are to be produced as per department specifications. There is to be one Bristol PD patch per shoulder, two patches per shirt, as per department specifications. Bristol PD patches are to be sewn on each shirt.

It is the responsibility of the awarded contractor to coordinate pricing, delivery, etc. with the patch supplier to provide the City of Bristol an all-inclusive price per shirt.

**Patches:** For Animal Control Officer Shirts

ACO shirts shall have shoulder patches

**PANT BRAID:** All braid to be from pocket down

Patrol:	Royal Blue soutache – pocket down
Sergeant & Lieutenant:	½” Black – waist down
Captains & Chief:	1” Black – waist down

**General Requirements**

Each employee shall be individually fitted and tailored for his or her uniform. The measurements will be taken at the Bristol Police Department.

A copy of each employees profile will be provided to the coordinating supervisor.

Individual officers will be afforded bid prices during said term.

Any materials offered by any bidder must include full manufacturer’s warranty. Substitutions will not be honored.

**RETURN THIS FORM IMMEDIATELY!**

City of Bristol, Connecticut  
Acknowledgment: Receipt of Bid Documents

Bid Number: **2A11-074**

Title: **Police Department Uniforms and  
Related Items**

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 March 18, 2011

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 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
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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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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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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.