



Invitation to Bid 2A12-049

The City of Bristol is accepting bids on the following:

**Annual Requirements for Municipal Wastewater Sludge Disposal
For the Period February 2012 through January 2017**

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

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

Bids will be received until 11:30 am, January 13, 2012 and opened and read at that time.

Roger D. Rousseau
Purchasing Agent
Tel (860) 584-6195
Fax (860) 584-6171

INSTRUCTIONS TO BIDDERS
City of Bristol, Connecticut
Annual Requirements for Sludge Disposal
Invitation to Bid 2A12-049

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

1. Time and Place of Bid Opening

Bids shall be delivered to the Purchasing Office, 111 North Main Street, Bristol, Connecticut; 06010. Bids shall be delivered no later than **11:30am on January 13, 2012**. Bids may be withdrawn 90 days after bid opening, if no award has been made.

2. Bid Security

A Bid Bond in the amount of 5% of amount bid required. Bid Security will be returned to all except the successful bidder upon award, and to the successful bidder upon issuance of a Purchase Order.

3. Insurance

The successful bidder shall provide a certificate of insurance naming the City of Bristol as an "additional insured" in the minimum amounts as specified herein. Said insurance shall be provided at the sole expense of the bidder with an insurance company which is licensed to do business in the State of Connecticut.

- a. **Worker's Compensation** meeting Connecticut statutory requirements.
- b. **General Commercial liability** - \$1,000,000 (combined single limit) bodily injury/property damage coverage per occurrence and \$2,000,000 aggregate coverage.
- c. **Auto liability** - \$1,000,000 (combined single limit). Property damage and bodily injury coverage

4. Performance and Payment Bonds

The awarded contractor shall provide the following bonds in the minimum amounts as specified herein.

- a. **Labor and Materials Bond** in the amount of 100% of the Total Proposal Price guaranteeing to the City payments for all labor, materials, and equipment utilized in the completion of work under the Contract in the amount of contract award.
- b. **Performance Bond**, guaranteed by a Surety licensed to do business in Connecticut, in the amount of 100% of the Total Proposal Price guaranteeing to the City the completion of the Contract.

5. Indemnification

The Bidder, requesting the use of city facilities, of the City of Bristol; or contracting goods, services, materials, labor and the like with the City of Bristol; its respective officers, agents and servants, does hereby agree that the bidder will indemnify and save harmless the City of Bristol, its respective officers, agents and servants from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, the servants, employees or agents of the City of Bristol, or of the bidder or of any participant or spectator and from injuries (including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site, or on any other person or damage to property, real or personal, including property of the City of Bristol and their respective officers, agents and servants, caused in whole or in part by the acts or omission of the bidder or any participant or spectator or anyone directly or indirectly employed or working for the bidder while engaged in the activity in the City of Bristol.

6. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State or Federal, as the City is not liable.

7. Site Examination

At date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract and has satisfied himself as to actual conditions and requirements.

8. Permits

All permits and licenses necessary for prosecution of work shall be secured by Contractor.

9. Safety

All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State, and Local regulations.

10. Intent

The City of Bristol is seeking bids for the disposal of municipal wastewater sludge and scum (greases) generated at its Water Pollution Control Facility located at 75 Battisto Road, Bristol, CT. The successful bidder will take legal possession of and dispose of the material in an environmentally sound manner, complying with all applicable Local, State, and Federal requirements. The bidder shall submit unit price per wet ton for the following disposal options:

- City provides transportation of sludge in cake form between 18 to 26% solids and scum roughly blended into the material, to the Contractor's facility; and the Contractor provides for the processing and disposal of the material.
- Contractor provides transportation, processing and disposal of the sludge in a cake form, between 18 to 26% solids and wastewater scum, roughly blended into the material.

The City of Bristol reserves the right to award the contract based on any combination of base bid, alternate bid, base bid plus optional equipment, or alternate bid plus optional equipment, if determined to be in the best interests of the City. The term of this contract shall be from **February 2012 through January 2017**, as further outlined in Section 17.

Technical questions regarding the proposal shall be directed to Mr. Brian W. Fowkes, P.E., Assistant Director of Public Works/Water Pollution Control Manager at (860) 584-3821, Monday through Friday 8:30 a.m. to 5:00 p.m.

11. General

The City of Bristol operates a 10.75 million gallon per day activated sludge, secondary treatment facility. The facility generates approximately 1900 dry tons of sludge per year. The sludge is primarily from domestic sources with some light commercial and industrial contributors. The sludge does comply with the Federal exceptional quality standards set in Federal Standards for the Use and Disposal of Sewage Sludge (40 CFR Part 503. See Appendix A for analysis).

The sludge is a mixture of raw primary sludge with secondary waste activated sludge. The liquid sludge is stored in a 300,000 gallon capacity aerated storage tank at approximately 3.2 percent solids. The sludge is processed through two Komline Sanderson three-belt filter presses weekdays from 7:00 a.m. to 2:00 p.m., producing a sludge cake averaging 23 percent solid concentration. The cake is transported by conveyor belt off an adjustable stacking conveyor at a height of 14 feet.

The scum is a mixture of all floatable materials removed from the plant's primary and secondary clarifiers. The scum is a semi-solid material; the quantity will vary with a typical weekly production of 7 cubic yards.

The City holds a NPDES discharge permit for its treatment operations. This permit requires City maintain records of analytical testing of its liquid discharge and sludge by product. The contractor shall receive copies of all sludge analysis as submitted to the State of Connecticut Department of Environmental Protection for the life of the contract.

12. Proposed Services

The bidder shall provide sludge disposal services for the City of Bristol in accordance with the following provisions.

A. Disposal Services

The base bid utilizes the City's existing labor and vehicles to transport the sludge in a cake form with commingled scum. Average cake solids is 23%. Scum will be mixed at a typical rate of one cubic

yard scum to twenty cubic yards of sludge cake. Solid content may vary from 18% to 28%. It is anticipated that the material will be delivered to the bidder's facility on a 17 cubic yard dump body truck or roll off container. It is the bidder's responsibility to transfer the material from the City vehicle to their receiving container. The City driver will operate the vehicle as needed. Unloading time shall not exceed 30 minutes from the time the driver arrives at the bidder's facility. The bidder shall assume legal possession and responsibility for the sludge when it has been removed from the City vehicle.

The Bidder shall maintain regular receiving hours on Monday to Friday, providing an adequate period of time for materials delivery to be coordinated with the City sludge processing operation. No sludge is processed on holidays. It is anticipated that the City will deliver material, three to five days per week.

B. Alternate Bid: Transportation and Disposal Provided by Contractor

Under the alternate bid the bidder shall provide or subcontract the transportation services required. The bidder shall submit two bid prices. The alternate bid is for transporting a sludge cake with roughly blended scum. Average cake solids is 23%. Solid content may vary from 18% to 28%. Contractor must use a water tight vehicle body complying with all applicable DOT regulations of transportation.

The bidder shall take legal possession and responsibility of the material when removed from the City's Water Pollution Control Facility's property.

Cake solids can be loaded into the bidder's vehicle on scheduled weekdays between 1:00 p.m. and 2:30 p.m. The bidder may utilize roll off containers or rolling trailers that will be filled on days which the City is operating its solids systems. Trailers or Roll off containers must be picked up at the City's facility before 8 pm on the day it was loaded; with an empty replacement trailer returned no later than 7:00 a.m. the following day. The trailer or container provided by the contractor must have tarps or covers that can be closed by the City Staff upon filling the container.

Weekday sludge production may vary slightly. Typical daily production will be two rolling trailer four days per week. There will be occasions in which the City may produce up to three trailers in one day or require only one trailer on a given day. The City will coordinate its anticipated production rate and required trailers with the contractor 8 to 24 hours in advance.

13. Disposal Service

The Bidder shall process and dispose of the sludge in an environmentally sound manner, in compliance with all applicable Local, State and Federal requirements. The Bidder shall maintain proper records and accounts related to the sludge processing and disposal. Such books shall include documentation verifying proper disposal and shall be available for inspection by an authorized representative of the City. Additionally, the Bidder shall furnish the City with copies of all monthly and quarterly processing and disposal reports related to the Bidders sludge operation, as required by the Connecticut DEEP and EPA.

The Bidder shall make every effort to maintain scheduled receiving hours. In the event the Bidder's primary disposal operation is interrupted due to equipment breakdown or scheduled maintenance, the Bidder shall

- a. Promptly notify the City of such interruption.
- b. Arrange for an alternate disposal method at no extra cost to the City.

If material receiving is not restored within ten days, the City may terminate this Contract upon submitting written notice of termination.

14. Optional Equipment Bid – Materials Handling and Load Leveling Equipment

The bidder shall provide the City with material handling equipment for use in loading sludge cake evenly into the bidders roll off containers. The equipment will be fabricated and installed by the contractor within ninety (90) days of the effective start date of the working agreement. The City will perform all routine maintenance (e.g. lubrication) to the equipment for the duration of the contract. The contractor shall warranty the equipment for the first five (5) years of the contract and shall be responsible for the cost of maintenance and component replacements during that time. At the end of the contract period the contractor shall turn ownership of the equipment over to the City.

The handling equipment shall consist of a steel frame work, providing three open rolloff bays. An open bottom screw conveyor shall be mounted above each rolloff bay. The City's existing material handling belt conveyor will be pivoted to drop cake into the feed hopper through each screw into the contractor's roll off container. As the mounded cake reaches the elevation of the screw the open bottom screw will convey the material further into the roll off container to provide an evenly distributed load. After the container is filled, the City Operations staff will pivot the existing belt conveyor to the next container and screw.

The support frame shall have a decking or individual cat walks with rails to allow a person to access the tops of each screw to perform regular cleaning and maintenance. Each screw shall be fabricated with hinged top plates and quick release toggle clamps, to facilitate access to clean the screw enclosure. The center screw is to be mounted forward of the other two screws to account for the rotational position of the belt conveyor.

The frame and screws shall be set at the proper elevation to allow the empty rolloff container to be pushed under, loaded and pulled out and loaded on to the roll off truck.

The City will provide electrical service to the three screw conveyor motors. The contractor will be responsible for proper design of the support frame and mechanical components to achieve the performance criteria stated in this specification. The contractor shall submit shop drawings of the proposed equipment for the City approval prior to fabrication. Submittals shall include all mechanical components, motor size, screw diameter and rotational speed, the screw receiving hoppers shall be sized to avoid bridging of the cake. All equipment shall be primed and painted with rust resistant epoxy paint.

The City intends to install additional odor control modification to its sludge handling facility. The proposed modification will include installing sheet plastic panels to enclose the sides, top and back of the framework specified above and to draft odorous air from the containers. Where feasible, the frame work structure should be fabricated to allow the addition of these panels at a future date.

15. Estimated Quantities

Based on past records, the Bristol Facility generates the following sludge quantities and concentrations:

SLUDGE CAKE

Annual = 7500 Wet Tons at 23% solids.

Weekly = 145 Wet Tons at 23% solids.

The above statistical averages are provided to assist the bidder in evaluating the magnitude of the required disposal services and are not to be construed as guaranteed minimum or maximum contract quantities or concentrations. Variations in the actual quantity or concentration of sludge delivered under this contract shall not be grounds for any change in disposal unit prices, submitted under this bid.

16. Measure and Payment

Measurement of quantities for sludge cake and scum disposal will be performed by the contractor using a certified vehicle scale. Certified weight slips must be generated for each delivery.

The above measured quantities shall be the basis for all billing under this contract. The cost of all services including, but not limited to, labor, transportation, permits, overhead, final disposal, etc. provided under this contract shall be included in the bidders unit price per wet ton for the base bid disposal of sludge cake.

All labor, materials and equipment essential to the completion of the services outlined in the specification, but not specifically identified in the specification, shall be considered included and the Bidder shall reflect all such expenses in his unit price bids.

Payment for services provided under this contract shall be based on a monthly billing period. The successful bidder will provide the City with a monthly invoice for sludge disposal services based on the actual quantities received during the preceding month.

17. Contract Duration

The contract shall cover the period **February 2012 through January 31, 2017**. The contract term may be extended for an additional period of three years only upon written consent of both parties. Pricing offered shall be firm for the initial two years of the contract. For the remaining three years, and for any contract extensions, pricing will be adjusted from the previous year based on the Boston edition of the Consumer Price Index ("CPI").

18. Termination of Contract

Pursuant to the terms and conditions contained herein, either party may terminate the Contract:

- Upon ninety days written notice to the other party of its intention to terminate and the reason therefore.
- Upon sixty days written notice to the other party of its intention to terminate and the reason therefore, in the event that the other party has failed to perform any of its material obligations hereunder and if the party fails to cure the non-performance within ten (10) days after receipt of such notice.
- There is a change in applicable Local, State or Federal laws and regulations, ordinances that materially effect or prohibit the contractor from performing its obligations to process or dispose of the material.
- The contractor determines that the analytical quality of the City's sludge has substantially changed causing the contractor to be in violation of its Federal, State or Local permits or will produce a process byproduct that will not meet the applicable Federal, State, or local standards or regulations governing its reuse or disposal.

19. Equal Employment Opportunity - Affirmative Action

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

20. Award

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

The individual signing this proposal hereby declares that no person or persons other than members of his/her own organization are interested in this Proposal 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.

21. Addenda

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this invitation to bid, 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.bristolct.gov/bids>

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.

22. Inquiries

Technical questions regarding the proposal shall be directed to Mr. Brian W. Fowkes, P.E., Assistant Director of Public Works/Water Pollution Control Manager at (860) 584-3821, Monday through Friday 8:30 a.m. to 5:00 p.m.

All other questions regarding this Invitation to Bid shall be referred to Roger D. Rousseau, at (860)584-6195 or at <rogerrousseau@ci.bristol.ct.us>.

A summary of all questions and answers will be made available via e-mail to each firm if they might influence the award of the contract.



BID FORM
CITY OF BRISTOL, CONNECTICUT 06010
WASTEWATER SLUDGE DISPOSAL
BID #2A12-049

Opening 11:30 am, January 13, 2012

Purchasing Office
City of Bristol, Connecticut
 111 North Main Street
 Bristol, Connecticut 06010

In accordance with the attached specifications, the undersigned proposes to provide all services and obligations required under this contract at the following unit prices.

NOTE: Base bid evaluation will be based on annual contract prices plus the City's roundtrip transportation costs to deliver the material to the bidder's facility.

<u>Approx Annual Quantity</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Extension</u>
7,500 Wet Tons	Receive, process and final disposal of sludge cake (23%+/-) and scum transported by the City to the Bidders facility. All inclusive at the unit price per wet ton received of	_____	_____

ALTERNATE BID (Section 12B):

7,500 Wet Tons	Receive Sludge cake (23%+/-) and scum at the Bristol WPC Facility, provide transportation, processing and final disposal, All at the unit price per gallon of	_____	_____
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Optional: Material Handling Equipment

Equipment as defined in Section 14, provided at a total cost of \$ _____

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

 Witness Signature

 Company Name Printed Name

 Address Title

 Town State Zip Date

 Federal ID # Telephone Number

RETURN THIS FORM IMMEDIATELY!

City of Bristol, Connecticut
Acknowledgment: Receipt of Bid Documents

Bid Number: **2A12-049**

Title: **Wastewater Sludge Disposal**

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 December 9, 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

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111 North Main Street
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<http://www.bristolct.gov>

Standard Bid and Contract Terms and Conditions

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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.bristolct.gov/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 be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning



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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 \$1,000,000.00.
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 said commodities or services on the open market. 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 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



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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 accumulated 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 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 provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.



CITY OF BRISTOL, 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											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.	