

**Request for Proposals
2A12-053**

The City of Bristol, Connecticut is accepting Proposals for the following:

**Annual Requirements for Maintenance and Service
Refrigeration Equipment**

All submissions must be made in accordance with the specifications supplied by

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



Submissions will be received until **11:00 am, January 9, 2012.**

Roger D. Rousseau
Purchasing Agent
Tel (860) 584-6195
Fax (860) 584-6171
<http://www.bristolct.gov/bids>



INSTRUCTIONS TO BIDDERS CITY OF BRISTOL, CONNECTICUT 06010

Refrigeration Equipment Maintenance & Service Invitation to Bid #2A12-053

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

1. Date and Time of Bid Opening

11:30 am, January 9, 2012, at the Purchasing Office, 111 North Main Street, Bristol, CT. Bids may be withdrawn 60 days after bid opening, if no award has been made.

No bid bond is required for submission of a bid. Failure of a contractor to perform services as specified will constitute authority for the City of Bristol to pursue the services on the open market. The contractor shall agree to promptly reimburse the City for excess cost of such services.

2. Intent

The intent of these specifications is to obtain Maintenance and Service for the refrigeration equipment outlined in this document. The Contract resulting from these specifications shall cover the period from date of award through **January 31, 2015**. The contract may be extended on a year to year basis upon agreement of both parties.

3. Scope of Service

The work to be performed by the Contractor consists of furnishing all material, labor, supervision, tools, supplies, and equipment necessary to provide maintenance services, including all inspections, adjustments, tests, parts replacement, and all repairs to keep the refrigeration equipment covered under this contract available when needed at their established capacities and efficiencies. The upgrading of equipment is not within the scope of this specification. Any changes or alterations will require authorization by the City of Bristol. Routine service shall include inspection and maintenance of all transfer switches.

Any non-routine service needs other than those listed herein shall be outlined to the City as maintenance recommendations, which shall be covered at cost of time and materials outlined in Section 8.

4. Quality of Work

All work shall be performed in a professional manner, consistent with trade standards. The City shall be sole judge in determining the acceptability of all work performed under this contract. Work sites shall be left clean after all repairs are completed. Failure to maintain an acceptable level of quality and responsive service shall be grounds for termination of the maintenance agreement.

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

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

5. Definitions of Service

Owner: Shall mean the Maintenance Supervisor (M.S.) or his representative.

A. Normal Service will occur during the working hours of 8:00 a.m. and 4:30 p.m., Monday thru Friday. Service shall consist of scheduled inspections, adjustments, and necessary repairs at each building according to these Specifications. Any problems found during any normal service visit must be brought to the immediate attention of the M.S., and corrected as part of this Contract.

B. Emergency Service shall be provided by contractor at no extra charge to the owner. This service shall consist of a team of one or more service technicians that will respond to an emergency call within 4 hours of call. This response will be during normal working hours Monday thru Saturday, 8:00 a.m. to 4:30 p.m. If call occurs after 5:00 p.m., the contractor is expected to report no later than 8:00 a.m. the following working day; and the crew will be expected to remain at the site until the difficulty is remedied. Any problems found during any emergency service visit must be brought to the immediate attention of the M.S., and corrected as part of this contract.

C. Extraordinary Service shall occur during hours other than normal or emergency service hours, and shall provide services to any system or components in which repairs are necessary in order to eliminate possible (1) damage to the building systems/structure and equipment, and (2) injury to occupants in the building. The Contractor will be expected to respond to call as quickly as possible, not more than four hours, inclusive of holidays, weekends or nights (7 days a week) and shall make adjustments or repairs necessary to restore the equipment to safe and reliable service. All extraordinary service will be ordered by the M.S. only. The bidder shall provide a telephone number for emergency calls 24/7.

6. Records of Maintenance

The Contractor shall provide a complete written record of all maintenance work performed. This information shall be consolidated by the Contractor into a report for each building and submitted with the invoice each time normal service is accomplished. The reports shall indicate the location, date work was performed, brief description of the work performed, man hours expended, and materials used. Contractor recommendations for reporting format and method will be considered.

Also, the Contractor shall post a suitable maintenance log in each Building, identifying each piece of equipment with dates serviced, initials of Service Technician, and description of services performed. The City will be the sole judge of the logs suitability.

The proposed logging system will be presented to the City within five (5) days after an award of the contract.

Contractor to have a checklist to work with when doing the inspection. They are required to check the compressor, condenser coil, evaporator coil, condensate areas, refrigerant, electrical and defrost controls, and all related areas that pertain to each section. This inspection should be done once a year in the summer. The successful Bidder shall submit his checklist for approval prior to issuance of a Purchase Order.

7. Locations and Equipment

School	Item	Quantity	
Bristol Central High School 480 Wolcott Street	Traulsen	2	
	Janco	2	Walk in Freezer
		1	Walk-in Cooler
Bristol Eastern High School 632 King Street	Hobart	1	
	Beverage Air	1	
	Traulsen	1	
	Hartford	1	Walk-in Freezer
	Janson	1	Walk-in Cooler
Chippens Hill Middle School 551 Peacedale Street	Hotpoint	3	
	Hobart	4	
	Noritake	2	1-Walk-in Cooler, 1-Walk-in Freezer
	Atlas	2	
	Beverage Air	2	
Memorial Boulevard Middle School 70 Memorial Boulevard	Traulsen	3	
	Hobart	1	
Northeast Middle School 530 Stevens Street	Traulsen	1	
	Hobart	1	
Edgewood 345 Mix Street	Traulsen	1	
	Beverage Air	1	
Green Hills 718 Pine Street	Hobart	1	
	Traulsen	1	
E.P. Hubbell 90 W. Washington Street	Traulsen	1	
	Beverage Air	1	
Ivy Drive 160 Ivy Drive	Traulsen	1	
	Hobart	1	
J.J. Jennings 291 Burlington Avenue	Beverage Air	1	
	Hotpoint	1	
Mountain View 71 Vera Road	Traulsen	3	
C.T. O'Connell 120 Park Street	Victory	1	
	G.E.	1	
South Side Tuttle Road	Traulsen	1	
	Hobart	2	
Stafford 212 Louisiana Avenue	Victory	1	
	G.E.	1	
	Traulsen	1	
Bd of Ed Administration Building 129 Church Street	Noritake	1	Walk-in Freezer

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

Please note that use of equipment installed at Memorial Boulevard Middle School, Clara T. O'Connell Elementary School, and Greene-Hills Elementary School will be discontinued as of July 31, 2012; the cost associated with maintenance of such equipment shall reflect six months service only.

8. Repair Parts and On-Call Service

The bidder shall provide OEM repair parts at a (discount) (surcharged) rate of _____% of OEM retail. If plus cost or less cost is not indicated, it will be assumed to be less the bidder's cost. Hourly rates for services provided for non-routine maintenance shall be included with your bid response.

9. Termination

The Contract may be terminated by the city if at any time, work is unnecessarily delayed, or willful violations of contract conditions exist, or the conditions are being executed in bad faith. The city's written termination notice to the Contractor will allow five (5) days thereafter to commence corrective measures satisfactory to the City. In the event of non-compliance the City shall notify the Contractor in writing to immediately discontinue any further work and vacate the buildings, ceasing any rights to plant and material. Subsequently the City shall take the necessary action to complete the remaining contract work.

10. Payments

Payment for annual maintenance shall be made according to the following schedule:

- 50% upon completion of annual inspection and maintenance
- 25% due in the six month
- 25% due in the twelfth month

Payment for extraordinary service will be paid at the quoted hourly premium rate for each class of personnel assigned during the following hours:

1. "Nighttime" Hours: 4:30 p.m. to 8:00 a.m.
2. Sunday and Holidays

Prices bid shall not include any taxes, Local, State or Federal, as the City is not liable. Standard payment terms are Net 30 days from receipt of properly executed invoice(s).

11. Bidder Qualification Requirements:

The Bidder shall have been engaged in work of this type for at least 15 years. Mechanics assigned to maintain the City's generators shall be factory trained and certified by at least one of the major generator manufacturers.

Bidder shall own or have direct access to rental fleet, ready to mobilize, with capacities up to 1,000 KW.

12. Insurance

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.

- Automobile Liability in the amount of \$1,000,000 (combined single limit); Property Damage and Bodily Injury coverage.
- Workmen's Compensation as defined in the Connecticut General Statutes

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

13. 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, or alleged to have been sustained by, the public or any persons on or near the sit, 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.

14. Equal Opportunity - Affirmative Action

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor 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 or 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 non compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

16. Awards

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 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 ant commission therefrom in any manner which is unethical or contrary to the best interest of the City of Bristol.

17. 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 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/>

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.

Questions regarding this document should be referred to Roger D. Rousseau at (860) 584-6195 or at <rogerrousseau@bristolct.gov>.

**BID FORM
CITY OF BRISTOL, CONNECTICUT 06010**

**Refrigeration Equipment Maintenance & Service
Invitation to Bid # 2A12-053**

Opening Date and Time: 11:00 am, January 9, 2012

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

In accordance with these specifications, the undersigned agrees to provide:

<u>1. Equipment Maintenance/Service at:</u>	<u>Annual Maintenance Cost</u>
1. Bristol Central High School	\$_____per year
2. Bristol Eastern High School	\$_____per year
3. Chippens Hill Middle School	\$_____per year
4. Memorial Boulevard Middle School	\$_____per year
5. Northeast Middle School	\$_____per year
6. Edgewood	\$_____per year
7. Greene-Hills	\$_____per year
8. E.P. Hubbell	\$_____per year
9. Ivy Drive	\$_____per year
10. J.J. Jennings	\$_____per year
11. Mountain View	\$_____per year
12. C.T. O'Connell	\$_____per year
13. South Side	\$_____per year
14. Stafford	\$_____per year
15. Board of Ed Administrative Building	\$_____per year

2. Labor Classifications and Hourly Rates

<u>Classification</u>	<u>Base Rate</u>	<u>Premium Rate</u>
Mechanic	\$_____	\$_____
Mechanical Helper/Apprentice	\$_____	\$_____

3. Costs of materials not included in the Lump Sum proposal will be manufacturer's list price plus/minus _____%.
(indicate plus or minus)

Terms: Net 30 Days. Discount terms (if applicable): _____

The undersigned is 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 Code

Date

Federal ID #

Telephone Number

Email address

Fax Number

**City of Bristol, Connecticut
CONTRACTOR SITE VERIFICATION FORM**



**Contract 2A12-053
Refrigeration Equipment Maintenance & Service Locations**

An Individual by the name of _____

and representing _____
(Company Name)

hereby attest that I have made an examination of the following 15 facilities for the above referenced contract and has satisfied himself as to actual conditions and requirements.

- _____ Board of Education Administration Building
- _____ Chippens Hill Middle School
- _____ Memorial Blvd. Middle School
- _____ Northeast Middle School
- _____ Edgewood School
- _____ Greene-Hills School
- _____ E.P. Hubbell School
- _____ Ivy Drive School
- _____ J.J. Jennings School
- _____ Mountain View School
- _____ Clara T. O'Connell
- _____ South Side School
- _____ Stafford School
- _____ Bristol Central High School
- _____ Bristol Eastern High School

Date

By: _____
Signature

Title

RETURN THIS FORM IMMEDIATELY!

Acknowledgment: Receipt of Bid Documents

Bid Number: **2A12-053**

Title: Refrigeration Equipment Maintenance and Service

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 Issued: December 16, 2011

Date bid documents 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: _____

Employment Information Form



City of Bristol
Workplace Analysis Affirmative Action Report
Employment Information Form

Purchasing Department
111 North Main Street
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
TOTALS ABOVE											

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



City of Bristol Connecticut

Purchasing Department
111 North Main Street
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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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Standard Bid and Contract Terms and Conditions

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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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Standard Bid and Contract Terms and Conditions

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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.