

CITY OF BRISTOL

INVITATION TO BID

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

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 Address _____
 City _____ State ____ Zip _____
 Telephone _____

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ISSUED BY: City of Bristol, Connecticut	(Return Bid attention of) Nancy Haynes	BID NUMBER 2A26-062
ADDRESS 111 North Main Street Purchasing Department Bristol, CT 06010		DATE ISSUED May 22, 2026
SHIPPING ADDRESS (address for shipment of purchased materials) 131 North Main Street, Bristol CT 06010		DATE BID REQUIRED June 15, 2026 11:00 am
TELEPHONE NUMBER (860) 584-6195		DATE MATERIAL REQUIRED

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
				Unit Price	Amount
	<p>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 three-year period through June 30, 2029, with an option to renew for an additional one-year period, with the annual estimated quantities.</p> <p>Section A. Police Uniforms</p>				
1	Patrol Trousers male, dark navy 5.11 Stryke PDU # 74427	Ea	200	_____	\$ _____
2	Patrol Trousers female, dark navy 5.11 Stryke PDU # 74427 (W)	Ea	5	_____	_____
3	Patrol shirt long sleeve male, dark navy, w/ epaulette 5.11 Stryke PDU # 72074	Ea	120	_____	_____
4	Patrol shirt long sleeve female, dark navy, w/ epaulette 5.11 Stryke PDU # 72074 (W)	Ea	30	_____	_____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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5	Patrol Shirt short sleeve male, dark navy, w/ epaulette 5.11 Stryke PDU # 71038	Ea	120	_____	_____
6	Patrol Shirt short sleeve female, dark navy, w/epaulette 5.11 Stryke PDU # 71038 (W)	Ea	30	_____	_____
7	Dress Trousers male, dark navy, w/ blue stripe Elbeco Distinction - E494RN	Ea	10	_____	_____
8	Dress Trousers female, dark navy, w/blue stripe Elbeco Distinction - E494RN (W)	Ea	3	_____	_____
9	Dress Shirt male for Patrolmen, Sergeants and Lieutenants, long sleeve; dark navy Elbeco Distinction - 840N	Ea	20	_____	_____
10	Dress Shirt female for Patrolmen, Sergeants and Lieutenants, long sleeve; dark navy Elbeco Distinction - 840N (W)	Ea	2	_____	_____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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11	Dress Shirt male for Patrolmen, Sergeants and Lieutenants, short sleeve, dark navy Elbeco Distinction - 8840N	Ea	20	_____	_____
12	Dress Shirt female for Patrolmen, Sergeants and Lieutenants, short sleeve, dark navy Elbeco Distinction - 8840N (W)	Ea	2	_____	_____
13	Dress Shirt for Captains and above, long sleeve (white); Blauer 8900	Ea	5	_____	_____
14	Dress Shirt for Captains and above, short sleeve (white) Blauer 8910	Ea	5	_____	_____
15	Winter Shell Jacket, Elbeco SH3204, Dark Navy, shoulder patches, badge patch, sewn-on name tag	Ea	10	_____	_____
16	Inside Jacket Shell, Elbeco SH3504, Dark Navy, shoulder patches, badge patch, sewn-on name tag	Ea	10	_____	_____
Section B. Academy Apparel					

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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17	Academy Trousers, Dickie Khaki Pants 874KH, sizes 28 X 32 to 44 X 34	Ea	30	_____	\$ _____
18	Academy Trousers, Dickie Khaki Pants 874KH, sizes 46 X32 to 50 X 32	Ea	2	_____	_____
19	Academy Shirts, Long sleeve w/2 BPD patches, Dickie Khaki 575KH, apply supplied patched	Ea	20	_____	_____
20	Academy Shirts, Short sleeve w/ 2 BPD patches, Dickie Khaki 1575KH, apply supplied patches	Ea	20	_____	_____
Section C. Other Clothing					
21	Vertx Coldblack VTX4000P short sleeve polo, Navy (staff) badge patch, embroidered name	Ea	5	_____	_____
22	Vertx Coldblack VTX4020 long sleeve polo, Navy (staff) badge patch, embroidered name	Ea	5	_____	_____
23	Vertx Phantom LT Pants VTX8000DT, Desert Tan (staff)	Ea	5	_____	_____
24	Vertx Original Pants VTX1000DT, Desert Tan (staff)	Ea	5	_____	_____

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25	Blauer 8137 short sleeve polo shirt (private duty/traffic), Hi-Viz Two BPD shoulder patches, badge patch, embroidered name, and two-line reflective screen on back reading "Bristol Police"	Ea	5	_____	_____
26	Blauer 8147 long sleeve polo shirt (private duty/traffic), Hi-Viz Two BPD shoulder patches, badge patch, embroidered name, and two-line reflective screen on back reading "Bristol Police"	Ea	5	_____	_____
27	Blauer 4670 Softshell fleece (private duty/traffic), Hi-Viz Two BPD shoulder patches, badge patch, embroidered name, and two-line reflective screen on back reading "Bristol Police"	Ea	5	_____	_____
28	Blauer 8143 long sleeve polo shirt (mountain bike), Royal/Navy Two BPD shoulder patches, badge patch, embroidered name, and two-line screen on back reading "Bristol Police"	Ea	5	_____	_____
29	Blauer 8133 short sleeve polo shirt (mtn bike), Royal/Navy Two BPD shoulder patches, badge patch, embroidered name, and two-line screen on back reading "Bristol Police"	Ea	5	_____	_____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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30	Blauer 360 Jacket (mountain bike), Royal/Navv Two BPD shoulder patches, badge patch, embroidered name, and two-line screen on back reading "Bristol Police"	Ea	5	_____	_____
31	Blauer 8842 shorts (mountain bike), Dark Navy	Ea	5	_____	_____
32	Blauer 8822 pants (mountain bike), Dark Navy	Ea	5	_____	_____
Section D. Accessories					
33	Ties, Broome 4JJBO – Dark Navy	Ea	10	_____	\$ _____
34	Winter Hat, Dress, Keystone with Gold Hat Strap, 8-point wool Dark Navy or equivalent	Ea	10	_____	_____
35	R13 Crushed Hat with black strap, Keystone	Ea	10	_____	_____
36	Black Knit, badge patch on front, 100% Acrylic knit, hypoallergenic, Yupoony 1500 or prior approved equivalent	Ea	10	_____	_____
37	182-1 Blauer Stretch Adjustable Baseball Cap – Dark Navy, w/ Velcro, embroidered BPD Emblem affixed	Ea	10	_____	_____

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38	182-1 Blauer Stretch Adjustable Baseball Cap – 0D Green w/ Velcro, embroidered Central Region ERT Police Logo affixed	Ea	10	_____	_____
39	Streamlight Protac HL Handheld Light, 750 Lumen, 88040	Ea	1	_____	_____
40	“Bianchi AccuMold” cuff case model 7300S	Ea	1	_____	_____
41	“Bianchi AccuMold” pepper holder model 7307S	Ea	1	_____	_____
42	“Bianchi AccuMold” equipment duty belt model 7200	Ea	1	_____	_____
43	“Bianchi AccuMold” nylon double mag 7302 (Part 18797)	Ea	1	_____	_____
44	“Bianchi AccuMold” radio holder model 7314	Ea	1	_____	_____
45	“Peerless” hinged handcuffs	Ea	1	_____	_____
46	Bladetech Valor Holster for Glock 19/45, with Aimpoint Acro and TLR-1HL. Color black, Retention 2 w/ chop guard, Large Optic shroud, Standard front plate, extended end cap, no signal sidearm adapter, with ¼ offset adapter, Valor Duty Drop plain black, (Vendor to provide for both left and right-hand outfits)	Ea	1	_____	_____

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ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
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47	"Bianchi AccuMold" flashlight holder model 6409	Ea	1	_____	_____
48	"Bianchi AccuMold" pkg of 4 belt keepers model 7406	Ea	1	_____	_____
49	Monadnock 22" Auto Lock Baton Patrol Kit with Hindi Cap 9352 Black chrome, super grip, plain 360-degree holder	Ea	1	_____	_____
50	"Bianchi AccuMold" glove holder model 7315S	Ea	1	_____	_____
51	3/8" Collar Pins, silver – "BPD" Blackinton Brand	Ea	2	_____	_____
52	3/8" Collar Pins Sergeant – gold	Ea	2	_____	_____
53	3/8" Collar Pins Lieutenant – gold	Ea	2	_____	_____
54	3/8" Collar Pins Captain – gold	Ea	2	_____	_____
55	3/8" Collar Pins Chief – gold	Ea	2	_____	_____
56	Name plate for academy & dress uniform, Blackinton Brand	Ea	1	_____	_____
57	Pant Belt for khaki uniform	Ea	1	_____	_____

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58	"Bianchi AccuMold" Velcro liner belt model #7205	Ea	1	_____	_____
59	"Bristol Police" tie bar, silver	Ea	1	_____	_____
60	"Bristol Police" tie bar, gold	Ea	1	_____	_____
61	Clip on ties, dark navy	Ea	3	_____	_____
62	High visibility lime green traffic safety vest with "POLICE" front and back, 339P-Blauer	Ea	1	_____	_____
63	Street Guard Cut Resistant Police Glove, Safariland SGX11	Pr	1	_____	_____
64	Badge, Blackinton B879 – Hi-Glo, Pin Back with City of Bristol Seal	Ea	1	_____	_____
65	Badge, Blackinton B879 – RHO-Glo, Pin Back with City of Bristol Seal	Ea	1	_____	_____
66	Hat Badge, Blackinton, BA 3780, with City of Bristol Seal	Ea	1	_____	_____
67	Hat Badge, Blackinton, BA 3780, with City of Bristol Seal, with RHO-Glo	Ea	1	_____	_____

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68	Safariland ALS Light Bearing Concealment Paddle/Belt Holster for Glock Model 19/45, 7378-28327-411 (R) or -412 (L)	Ea	1	_____	_____
69	Badge Holder _____ or Badge Clip _____	Ea	1	_____	_____
70	Safariland Single Magazine Pouch, Model 074 (L/R)	Ea	1	_____	_____
71	Safariland Handcuff pouch, Model 590 Oversized	Ea	1	_____	_____
72	Streamline TLR1-HL Weapon Light	Ea	1	_____	_____
73	Streamlight TLR-7A High Switch Weapon light	Ea	1	_____	_____
74	Safariland Quick Kit 3 QLS	Ea	1	_____	_____
Section E Animal Control Officer Uniforms					
75	Trousers, Green Equivalent to Patrol Trousers	Ea	3	_____	\$ _____
76	Long Sleeve Shirt, Tan Equivalent to Patrol Shirt	Ea	3	_____	_____
77	Short Sleeve Shirt, Tan Equivalent to Patrol Shirt	Ea	3	_____	_____

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78	Jacket, Green, Equivalent to Patrol	Ea	3	_____	_____
Total Section A:					\$ _____
Total Section B:					\$ _____
Total Section C:					\$ _____
Total Section D:					\$ _____
Total Section E:					\$ _____
Total All Sections:					\$ _____

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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: City of Bristol, Connecticut		(Return Bid attention of) Nancy Haynes	BID NUMBER 2A26-062		
ADDRESS 111 North Main Street Purchasing Department Bristol, CT 06010			DATE ISSUED May 22, 2026		
SHIPPING ADDRESS (address for shipment of purchased materials) 131 North Main Street, Bristol CT 06010			DATE BID REQUIRED June 15, 2026 11:00 am		
		TELEPHONE NUMBER (860) 584-6195	DATE MATERIAL REQUIRED		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	To be Completed by bidder	
				Unit Price	Amount

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.

Please note:

Bid responses must be remitted no later than June 15, 2026, at 11:00 am, to be considered. Proposals will be accepted digitally at <https://www.bidnetdirect.com/connecticut/cityofbristol>. Responses received after the required due date, and time will not be considered for award.

The City reserves the right to award by group, or total bid. The City reserves the right to waive any informalities in any submission, to reject any and/or all submissions, and to accept the proposals) that in its judgment is in its best interest.

To be completed	QUOTE NO:	DATE SUBMITTED	DELIVERY AS REQ'D. (Unless noted here)		
	SIGNED	TITLE	TELEPHONE NO. & EXTENSION	CASH DISCOUNT PAYMENT TERMS _____ % _____ days, net 30 days	
by bidder	VENDOR FEIN/SSN	ARE YOU INCORPORATED YES [] NO []	PURCHASE ORDER ADDRESS (If different from 2bidder's address above)		

Invitation to Bid 2A26-062
Police Uniforms
Attachment A

Please note that uniforms will be purchased by the City departments and additionally by employees of the department (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 employees.

Please pay specific attention to fitting and tailoring requirements, and badge requirements, outlined in the bid specifications.

Proposals must be on products listed, unless specifically approved in writing for bids on other available products.

CLASS "A" SHIRTS (Dress) – Shoulder patches only, patches will be provided to awarded vendor and will need to be applied.

CLASS "B" SHIRTS (Patrol) – BDU (Battle Dress Uniform), patches will be provided to awarded vendor and will need to be applied.

Sewn-on Name Tag

Name tape should be the same color as shirt/jacket

Name tape should be 1" wide with 1/2-inch lettering

Rank, First Initial, Last Name. (Example: Officer C. Jacobs)

Patrol w/Silver lettering

Det.-Lt. w/Gold lettering

B.P.D. Badge Patch (3-1/4" x 2-1/4")

2 Shoulder Patches (5" x 4")

PATCHES:

Bristol PD Patches: For Patrol Shirts and Dress Shirts

The Bristol Police Department patches will be purchased by the City of Bristol. Bristol shield patches will be produced as per department specifications, and the City will coordinate pricing, delivery, etc. with the patch supplier for the department-specific patch as indicated above. The City will provide a supply of said patches available for the awarded contractor, for inclusion in subsequent garment preparation.

At the end of the contract, the contractor shall return any remaining patches to the City.

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.

Animal Control Officer Patches:

ACO patches are unique from Bristol PD patches. ACO shirts shall have shoulder patches as per ACO departmental specifications. As noted in above patches, ACO patches will be purchased by the City of Bristol, for use by the awarded contractor and for inclusion in subsequent garment preparation.

PANT BRAID:

Patrol: Royal Blue soutache – pocket down, 1/8”
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 on a quarterly basis or if any new hires.

A copy of each employee 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.

Following evaluation of public safety apparel manufacturers, the City of Bristol has determined that Blauer is designated as the department product standard and specifications are based on Blauer products. The City considers products offered by 511 as an acceptable alternate to Blauer products. Substitutions other than that designated herein will not be considered.

The City of Bristol intends to make a single award for all products within these specifications. The City reserves the right to make an award of entire sections within these specifications at its sole discretion.

MATERIALS MUST BE DELIVERED WITHIN TEN (10) DAYS OF RECEIPT OF ORDER. The contractor must have sufficient stock to supply work uniforms for new hires within one week of order placement. Any change to this requirement must be noted within bid submissions.

Three or more notices regarding failure to deliver in a timely manner may result in cancellation of the contract with 30 days written notice and barred from bidding on a new contract, per the City’s debarment guidelines.

It is the responsibility of the contractor to report quantities purchased on a quarterly basis. Reports are to be filed directly with the purchasing agent or his designee.

The City of Bristol may elect to use procurement cards (Mastercard). If the use of said cards is used in the purchase of any materials under this contract, then email confirmation of credit card charge, which shall include a digital copy of the invoice, would be sent to the following at the time of shipment:

lisaziogas@bristolct.gov
purchasing@bristolct.gov

Payment via procurement card is not currently a requirement of this contract. If your firm is interested in the use of procurement cards as a method of payment, please indicate via a separate attachment. If additional charges and/or credits would be incurred due to procurement card usage, please include such notice in the separate attachment.

3 1/4"



2 1/2"



5"

4"



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: _____ Email: _____

Signature: _____ Date: _____



City of Bristol Connecticut

Purchasing Department
111 North Main Street
Bristol, CT 06010

[https://www.bidnetdirect.com
/connecticut/cityofbristol](https://www.bidnetdirect.com/connecticut/cityofbristol)

Standard Bid and Contract Terms and Conditions

Page 1 of 5

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.

Section I. 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. Each Invitation For Bids will designate acceptable methodology for delivery of a bid proposal, which may permit submission of a bid via digital format (e.g. email); the delivery format identified in the Invitation For Bids shall govern. If mailed or physically delivered bid responses are required, bid envelopes shall 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:
<https://www.bidnetdirect.com/connecticut/cityofbristol>
5. This document may include an acknowledgement page; this page is to be returned to the Purchasing Department as soon as practical, 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. 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.
8. 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 bidder's primary response to the invitation for bids.
9. 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 (FOB Destination).

10. Pursuant to Chapter 219 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.
11. 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.
12. 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.

Section II. Guaranty or Surety

13. The City 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 on a primary, non-contributing basis, for the following:
 - **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;
 - Where the use of a vehicle is used in the performance of this contract, **Automobile Liability insurance** in the amount of \$1,000,000, with Property Damage and Bodily Injury coverage;
14. Additionally, for any contract for which labor is performed within the State of Connecticut, evidence of workers compensation as defined in the Connecticut General Statutes must be provided.
15. Said insurance shall be provided at the sole expense of the contractor with an insurance company which is licensed to do business in the State of Connecticut. Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.
16. In the event that bid and/or performance bonds are specifically required within the specifications, said bonds must meet the following requirements:

Signing Authority:

 - 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".

Surety Requirements

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.

Section III. Samples

17. 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.

Section IV. Award Considerations

18. It is the intent of the City of Bristol to make award to the lowest responsive and responsible qualified bidder (reference C.G.S 4a-59. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and delivery terms will be taken into consideration in making award.
19. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
20. Cash discounts may be offered by bidder for prompt payment of invoices. Such discount will not be taken into consideration in determining the low bidder, but will be taken into consideration in awarding tie bids.
21. Any contract resulting from this solicitation shall be governed by the laws of the State of Connecticut.
22. 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.
23. Review of proposals may include assessment of proposer's financial capacity, and status of current and/or past taxes or liens due.
24. 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. Determination of the best interests of the City shall include consideration of active or pending civil litigation between the City and any firm (or its subcontractor or supplier) submitting a bid to the City.
25. 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.
26. 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.

Section V. Contract Considerations

27. Award of a contract is not an order to ship; materials may only be shipped upon receipt of a purchase order as issued by the Purchasing Agent.
28. Please note that any contract executed by the City of Bristol or the Board of Education is subject to the appropriation of funds on an annual basis.
29. 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.

30. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days, the award will be considered 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.
31. 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.
32. **The Contractor**, in contracting for goods, services, materials, labor and the like with the City of Bristol and its respective officers, agents and servants, **does hereby agree 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.

The City, as a sovereign government, cannot indemnify businesses or individuals.

33. 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 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, specifications, 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.
34. 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.
35. 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.
36. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Section VI. Delivery

37. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the bid specifications.

38. Delivery will be onto the specified City loading docks (or other similar receiving locations) by the Contractor unless otherwise stated in the bid specifications.
39. All prices shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid (FOB Destination).

Section VII. Payment Terms

40. 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. The discount period will be computed from the date delivery is accepted at destination, or from date correct invoice is received by the consignee, whichever is later.
41. Charges against a Contractor shall be deducted from current obligations. In the event that monies are due to the City, money paid to the City by the Contractor shall be made payable to the Treasurer, City of Bristol.

Section VIII. Rights

42. 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.
43. 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.
44. 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, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. 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.
45. 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 gender 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.
46. The awarded firm will take affirmative action to ensure that all applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, or national origin.