

City of Bristol, Connecticut  
Purchasing Department



Purchasing Manual  
as approved by the Board of Finance  
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Updated through May 1, 2025

Jeffrey Caggiano  
Mayor

Roger D. Rousseau  
Purchasing Agent

**Board of Finance**

David Maikowski, Chair  
Jonathan Mace  
Glenn Heiser  
Jane Murdock

Marie O'Brien, Vice Chair  
Mark Peterson  
Michael Massarelli  
William Campion

# City of Bristol, Connecticut Purchasing Manual

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# City of Bristol, Connecticut Purchasing Manual

## 1. General Provisions

### A. Governing Authority:

The City Charter Section 25(i) states that “the Board (of Finance) through the Purchasing Agent may procure for the several departments of the city, such insurance, materials or supplies as may be necessary in its opinion, subject to provisions herein after set forth.”

The Purchasing Agent has the sole authority for making all purchase which are requisitioned and authorized by the head of a department or his/her designee. The Purchasing Agent also has the sole authority to dispose of surplus real estate, except that the City Council has the authority to dispose of specific parcels.

No purchase may be made by City agencies other than through the Purchasing Agent. Any employee who violates this provision is personally liable for the amount of the unauthorized expenditure and may be removed from his/her position if such violation was done knowingly.

Please note that Section 25(n) states that the expenditure of funds by the Bristol Board of Education may be done at its discretion; such expenditure of funds shall be within pre-established guidelines either outlined herein, by State law, or by its formally established procedures.

The Purchasing Agent serves any and all City departments, agencies, boards or commissions, and may, if requested, serve as the Purchasing Agent for the Board of Education.

The Purchasing Agent is a position nominated by the Mayor and appointed by the City Council, for terms of four years each, as stipulated in Section 25(t).

### B. Purpose:

The Purchasing Department strives to provide services in recognition of the following objectives:

1. To obtain the most cost-effective pricing
2. To ensure consistent quality in products and services.
3. To ensure compliance with City, State and Federal guidelines.
4. To provide beneficial assistance and guidance to City departments.
5. To provide beneficial assistance and guidance to the general community.

### C. Access to Records

#### Public Access to Procurement Information

All sealed bids will be opened and read publicly at the date and time noted in the bid documents, 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.

## **Collection of Data Concerning Public Procurement**

The Purchasing Agent shall coordinate with the Office of the Comptroller in the preparation of statistical data concerning the procurement, usage, and disposition of all supplies, services, and construction. All Using Departments shall furnish such reports as the Purchasing Agent may require concerning usage, needs and stocks on hand, and the Purchasing Agent shall have authority to prescribe forms to be used by the Using Departments in requisitioning, ordering, and reporting of supplies, services, and construction.

## **D. Role of Purchasing Function**

### **Purchasing Department**

In addition to the formal responsibilities set forth in the Charter, the following represents our current operating guidelines:

1. Endeavor to work closely with each department in order to better understand departmental operations and demands placed on them by the community.
2. Provide guidance in procurement matters to all departments and management as requested.
3. Provide guidance and technical assistance as requested by departments during the budget formulation process.
4. Endeavor to insure fair and open competition among all providers of goods and services to the City.
5. Keep informed of market trends, and economic forecasts so as to enable us to advise the various departments on forward buying, economic order quantities, hedging policy, shortages, prices escalation, and lead times.
6. Keep abreast of technological change in new products or services through continuing market research.
7. Control financial commitments through the pre-award approval process, for large construction projects procurement procedures and involvement in all contract negotiations.
8. Prescribe and maintain the purchasing forms necessary for efficient operations.
9. Ensure that all departments adhere to the rules and regulations as prescribed by the Charter, and this manual.
10. Establish and implement procurement policies and procedures as necessary, including the development and maintenance of a Purchasing Manual.
11. Establish and maintain good public relations with user agencies, vendors, the general public, and the media.
12. Report annual cost savings and other performance data resulting from an efficient procurement system.
13. Control and administer real property matters including sales and purchases.
14. Dispose of surplus material.

### **User Departments**

User departments serve the following roles in the purchasing function:

1. Conscientiously plan the acquisition of goods and services to avoid unnecessarily urgent order requests.
2. Endeavor to use appropriate internal resources for needed services, where practical.
3. Provide assistance in the development of suggested technical specifications, where such specifications relate to functional requirements.
4. Submit requisitions in a timely manner that allows for normal approvals, development of specifications, competitive bidding, evaluation, award and delivery.
5. Submit requisitions that are properly coded and approved by an individual responsible for administration of the department and its budget.

## Unauthorized Purchases

The Purchasing Agent has the sole authority for making all purchases which are requisitioned and authorized by the head of a department or his/her designee. The Purchasing Agent also has the sole authority to dispose of surplus real estate, except for specific real estate parcels as designated by the City Council.

No purchase may be made by City staff other than through the Purchasing Agent or his/her designee. Every payment made in violation of the provisions of these regulations shall be deemed illegal, null and void. Any official authorizing or making payment, or taking part therein, and every person receiving such payment or any part thereof, shall be jointly and severally liable to the City for the full amount so paid or received. If any officer or employee of the City knowingly incurs any obligation or authorizes or makes any expenditure in violation of the provisions of this purchasing manual, or take any part therein, such action shall be the cause for his/her removal.

## E. Federal Procurement Standards

Federal Procurement Standards Regulations 2 CFR 200.317 through 200.326 *Procurement Standards* shall be incorporated herein by reference to the Administrative Services Procedure – Purchasing Policy. This Article incorporates updates from the 2018 National Defense Authorization Act (“NDAA”) enacted on December 12, 2017 effective upon the issuance of OMB Memorandum M-18-18 issued June 20, 2018.<sup>1</sup>

### **Contract Requirements for Projects Funded by the American Rescue Plan Act (“ARPA”)<sup>2</sup>**

The City of Bristol, in anticipation of award of funding via the American Rescue Plan Act (“ARPA”) to businesses, not-for-profit entities and other nongovernmental entities (for purposes of this section referred to as subrecipients), establishes the following competitive bidding requirements for such funding use, consistent with OMB Memorandum M-18-18 issued June 20, 2018:

Purchases made by subrecipients involving the use of ARPA funds that are less than \$10,000.00 shall be considered a “micro purchase”, price or rate quotations must be obtained from not less than two qualified sources sufficient to show that due diligence was considered in such purchase.

Contracts made by subrecipients involving the use of ARPA funds that are greater than or equal to \$10,000.00 and less than \$250,000.00 shall require the solicitation and receipt of not less than three (3) written competitive bids, as set forth in the small acquisition threshold requirements identified in 2 CFR 200.317 through 2 CFR 200.326.

Contracts made by subrecipients involving the use of ARPA funds that are \$250,000.00 or greater shall require the receipt of sealed bids as defined in 2 CFR 200.320(c) and 2 CFR 200.320(d).

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<sup>1</sup> Approved by BOF February 2020.

<sup>2</sup> Approved by the Board of Finance April 2022

## **2. Policies**

### **A. Types of Contracts**

#### **1. Annual Supply and/or Service Contracts**

In cases where specific product or service requirements can be determined, contracts are established with fixed pricing for the designated products and/or services. Such contracts are typically the most cost-effective method of procurement for supplies.

In cases where specific product usage cannot be established, a list of potential items and likely volumes should be developed based on historical usage. A method for pricing items not on the list may be established by soliciting a discount from an independently verifiable price list, or by soliciting a profit percentage from contractors above their documented cost.

#### **2. Construction Contracts**

Construction services for City-owned buildings and/or facilities within the jurisdiction of the Public Works Department shall be coordinated under the general direction of the Building Committee of the City Council. Contracts shall include provision for bonding and insurance in the amounts outlined in Section 3. Where practical, the City shall designate staff, or hire an independent consultant, to act as owner's representative. The owner's representative shall monitor all construction activities and coordinate actions by the architect or engineer, Building Department, contractor and/or subcontractors, and the department.

At the discretion of the Mayor and the City Council, a building committee may be established for the express purpose of oversight relative to a specific project; the development of a project-specific building committee is primarily intended for projects expected to have a budget of greater than \$5,000,000.00 but may apply to other projects as directed by the Mayor and the City Council. Said building committee shall have the authority for selection of professional services (subject to guidelines set forth in Section 4), design and construction (subject to guidelines set forth in Sections 2.D and 5.D), and resumption of normal operations by City departments at the completion of the project.

Sections 18-131 through 18-136 of the City Code of Ordinances outline the establishment of a school building committee. Whenever it is deemed necessary by the Board of Education to provide for additional and/or major facility alterations for the educational system, the Board of Education shall request the Mayor and the City Council to form a school building committee.

Whenever these school facility alterations are of a routine nature (e.g. a roof replacement project) and are projected to cost less than one million five hundred thousand dollars (\$1,500,000.00), the Board of Education may request that the Mayor and the City Council appoint the Operations Committee of the Board of Education as the school building committee.

#### **3. Professional Services**

Professional services are further addressed in Section 4.

## **B. Precedence of Contract Awards**

The City, in its determination of appropriate contracting for supplies and services, may choose to develop its own contract, or may choose to participate in existing contracts. The City will consider the relevance of the specifications, the cost, availability, and other factors in its determination. The City will be the sole determinant in the selection of contract type.

- Capitol Region Council of Governments (“CRCOG”), Connecticut Conference of Municipalities (“CCM”), and Capitol Region Education Council (“CREC”) and other Not For Profit Consortia Specifically Incorporating Connecticut Law<sup>3</sup>  
CRCOG, CCM, and CREC, in support of efforts sponsored by its constituent municipalities and school districts, develop contracts available for use by member municipalities and school districts.
- The State of Connecticut, through the Department of Administrative Services (“DAS”), has established a number of contracts for its use. These contracts, when specifically extended to political subdivisions and municipalities, may be used by the City when determined to be in the best interests of the City.

## **C. Source Selection**

The selection of any firm for a contract must be made in an open and fair manner. Departments shall not dictate the selection of a firm separate from public biddings with the sole exception of proprietary and sole source transactions outlined later in this section, subject to the formal approval of the Board of Finance.

The Purchasing Agent and/or the user departments may make recommendation of firms that may submit a response to public bidding. Direct sending of RFP’s or invitations to bid to such a list neither restricts the available list of firms, nor predetermines award to a firm from such list.

For routine commodities, the Purchasing Department maintains a list of vendors that are readily available to supply such commodities. The list of vendors is typically sent an invitation to bid for such commodities, whether or not the vendors specifically request copy in response to public notice.

## **D. Bidding Guidelines**

### **1. General Guidelines**

All purchases, leases or rentals of supplies, services and construction which are anticipated to exceed the City’s bid threshold shall be made in accordance with established guidelines for competitive bidding as described herein, except in cases of emergency waiver or in case of sole source, as outlined in this manual.

### **2. Dollar Thresholds**

As established by the Board of Finance at its meeting on April 23, 2019, bidding guidelines are addressed in seven (7) categories:

- Invitation for Bids in excess of \$25,000.00<sup>4</sup>  
An Invitation for Bids shall be issued requesting sealed bids from qualified potential vendors, with public notice made at least once in a public newspaper generally distributed in the City, and additionally posted on the internet, at least ten (10) calendar days prior to the bid opening date and time.
- Request for Proposals (“RFP”) in excess of \$25,000.00

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<sup>3</sup> Incorporated May 2015 – see CGS 7-148v

<sup>4</sup> Increased from \$10,000 to \$25,000 by BOF April 2019

An RFP shall be issued where there may be more than one approach to providing a solution to a need (i.e. vendors are presented with the end result or goal, and are expected to provide a proposal for achieving the end result or goal), or factors other than cost contribute significantly to the vendor selection process. Professional services are typically procured via this method.

- Competitive Quotations for amounts greater than \$10,000.00 but not more than \$25,000.00<sup>5</sup>  
Transactions greater than \$10,000.00 but not exceeding \$25,000.00 shall require written competitive quotations from at least three (3) vendors. The refusal to quote from an otherwise valid supplier shall qualify as a quotation. The procurement of supplier or services shall not be artificially divided to avoid competitive quotations.
- Competitive Quotations for amounts greater than \$5,000.00 but not more than \$10,000.00<sup>6</sup>  
Transactions greater than \$5,000.00 but not exceeding \$10,000.00 shall at minimum require verbal competitive quotations from at least three (3) vendors. The refusal to quote from an otherwise valid supplier shall qualify as a quotation. Formal specifications requiring written quotations may be required at the discretion of the Purchasing Agent. The procurement of supplier or services shall not be artificially divided to avoid competitive quotations.
- Emergency Waiver or Sole Source  
Such transactions are described in greater detail in later sections of this document.
- Services Required Under Funding Mandates  
Such transactions are described in greater detail in later sections of this document.
- Miscellaneous Expenses  
Expenses related to travel, mileage reimbursement, membership fees, subscriptions, conference registrations, periodicals, or advertising shall not be subject to competitive bidding, unless determined as relevant by the Board of Finance or by the Purchasing Agent.

### **3. Participation in Online Auctions of Other CT Municipalities<sup>7</sup>**

The City of Bristol permits the purchase of vehicles and equipment from other Connecticut municipalities via public auction held on GovDeals, Public Surplus, or PropertyRoom, when a Bristol department has an approved budget specifically for the purchase of such equipment.

The purchasing agent (or his/her designee), department head (or his/her designee), and fleet manager or equipment specialist shall convene to determine if an online auction is appropriate for fulfilling an equipment need within context of the available budget. The purchasing agent shall be advised in writing of intent to bid on an auction prior to any bid placement, and shall be advised of the specific budget allocation for any subsequent purchase. The purchasing agent shall confirm availability of budget prior to any bid placement.

If the ad-hoc committee recommends pursuit of an online auction, then online bids may be made by the relevant department head, up to but not exceeding the approved budget availability less any applicable fees.

In the event that an online bid placed is the highest amount, and Bristol is subsequently notified of award for an auction, the department shall, within one working day of bid award, request a wire transfer for the auction amount from the Treasurer's Office to the online auction agent. The cost attributable to the wire transfer by the City's bank shall be borne by the department relevant to the wire transfer request.

The department shall notify the Purchasing Department of auction award within one working day of bid award, for the purpose of recording as a capital asset.

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<sup>5</sup> Increased from \$3,000 to \$10,000 by BOF April 2019

<sup>6</sup> Inclusion of category for nonformal verbal quotes added by BOF April 2019

<sup>7</sup> Board of Finance March 2025

## **E. Local Bidding Preference<sup>8</sup>**

In the event that a local business submits a bid to the City of Bristol that is within 4% of the lowest compliant bidder and is considered to be in compliance with requirements set forth in the bid, the local business shall be allowed the opportunity to accept the award of the bid as the lowest compliant bidder, 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<sup>9</sup>.
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.

In the event that more than one local business is within 4% of the lowest compliant bidder, then the local business with the lowest bid price offered within the variance will be granted the first opportunity to match the lowest bid. If said firm declines to accept the opportunity, then the next lowest business within the variance will be granted such opportunity.

The calculation to determine if a local bidder is within the variance shall be made by multiplying the low bid by 1.04; if the local bid is less than the amount of the calculated value, then the local bidding preference can be applied.

A local business is defined as a sole proprietorship or partnership by a Bristol resident, where at least 50% of the business is owned and operated by the resident within the City of Bristol; or in the case of a corporation, where the incorporation filing with the Secretary of State shows a valid address within the borders of the City of Bristol.

Evidence of status as a local business shall be submitted to the Purchasing Agent if so requested. Such evidence may include, but is not limited to, verification of payment of all current taxes due to the City of Bristol.

The Purchasing Agent shall provide to the Board of Finance a report outlining the impact of local bidding preference on the City of Bristol, submitted on a quarterly basis.

## **F. Requests For Proposals**

Contracts for professional services, or where a performance objective is defined without a defined solution, typically include criteria other than cost. Where such professional services are expected to exceed \$25,000.00, the Purchasing Department will coordinate the issuance of a Request for Proposal ("RFP"), including appropriate scope definition, review criteria, coordination of review committee, and selection. The RFP process is further defined later in this document (see Section 4 Professional Services).

## **G. Real Estate Dispositions and Acquisitions**

### **1. General Considerations**

The City of Bristol Purchasing Department, operating under the authority of the Board of Finance per section 25(h) of the Charter for the City of Bristol, is responsible for the reporting of additions, deletions and changes related to assets. The Purchasing Department is responsible for soliciting proposals for the disposition of City-owned real estate, and upon presentation of any proposals to the City Council or a subset thereof, provides assistance in the selection of

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<sup>8</sup> Policy established June 2002

<sup>9</sup> Threshold increased from \$400,000 to \$1,000,000 by BOF May 2010

the most appropriate proposal for the transfer of such property. The Office of Corporation Counsel shall coordinate the transfer of such property from the City to the new property owner, and shall coordinate the acquisition of property by the City.

Consistent with C.G.S. 8-24, the transfer of real estate from the city to any other party, including land and/or buildings, requires a referral to and favorable report/recommendation from the Planning Commission. The City Council may override an unfavorable report/recommendation from the Planning Commission only if a two-thirds majority of City Council members vote in favor of such transfer.

Consistent with C.G.S. 7-163e, a public hearing is required to be held prior to the transfer of any real estate from the City to any other party, except for circumstances explicitly exempted within said statute.

## **2. Disposition of Property**

The Real Estate Committee of the City Council shall review real estate properties to be considered surplus, and make recommendations to the City Council for the sale and/or lease of such properties. Determination of surplus property shall include, but not be limited to, consideration of use by all entities of City government, and the impact of use of such property as a non-governmental use (i.e. identify uses considered to be acceptable following transfer of ownership).

Unless specifically permitted by the Real Estate Committee, the sale of property shall not be conditioned by financing by the proposed buyer (i.e. potential buyers shall be prepared to make payment and complete property transfer as soon as practically coordinated by the Office of Corporation Counsel).

The following sequence shall be applied, relative to the sale or lease of city-owned real estate:

1. Review potential needs of the City relative to the parcel, including referral to departments, boards or commissions that may have interest in the parcel or are impacted by the parcel. Review of needs may include known interest by outside parties, and may additionally include known use restrictions.
2. Forward to the City Council for consideration of parcel disposition; the City Council shall refer the proposed sale or lease to the Planning Commission per C.G.S. 8-24. In the event of minor properties and/or foreclosures (e.g. residential properties not expected to be retained for municipal use), the Real Estate Committee may send directly to the Planning Commission.
3. The Planning Commission shall return its recommendation and any comments to the City Council, with copy to the Real Estate Committee.
  - a. If the Planning Commission recommends retention of the parcel, and the City Council does not override the recommendation by a two thirds or greater majority affirmative vote, then the City will retain the parcel.
  - b. If the Planning Commission's recommendation is inconclusive regarding the sale and/or lease of the parcel, the City Council may either return the matter to the Real Estate Committee to provide further information to the Planning Commission, or may (by a two thirds or greater majority vote) proceed with steps 4 through 16.
  - c. If the Planning Commission recommends the sale (or lease) of the parcel, steps 4 through 16 shall be pursued, subject to the direction of the City Council.
4. The Real Estate Committee shall take any action as necessary subsequent to response from the Planning Commission, including providing direction to City staff toward the collection and/or creation of any map data (A2 survey, subdivision), assembly of studies (e.g. environmental site assessments, feasibility studies), and collection of data (e.g. building energy consumption, zoning classification, review of historic register, prior land use history).
5. The Real Estate Committee, with assistance as provided by the City Assessor, may determine a minimum sale price for consideration in selling the property; if no sale price is stipulated, then the assessed value as shown

on the Assessor's records shall be considered the targeted value. The Real Estate Committee shall engage in the following steps toward disposition of the property:

- a. Incorporate any proposed property uses, collected information, and comments from the Planning Commission and/or City Council into a request for proposals ("RFP") through the Purchasing Agent.
  - b. The Real Estate Committee shall develop review criteria to determine the most appropriate proposal (intended use, sale price, public benefit, tax benefit) for later use.
  - c. The Real Estate Committee shall review and approve RFP and forward to the City Council.
  - d. The City Council shall approve issuance of an RFP, and shall direct the Purchasing Agent to place any public notices, and shall direct Public Works to place any signage (if required).
  - e. Purchasing Agent shall issue the RFP, place public notices, and notify abutting property owners.
  - f. Public Works shall prepare and install any necessary property signage (if required).
  - g. Purchasing Agent shall receive proposals, summarize pertinent information, and convey to the Real Estate Committee.
  - h. The Real Estate Committee shall review proposals and, consistent with previously determined review criteria, determine the most appropriate proposal for disposition of the property (presentations may be made by proposers, as scheduled by the Real Estate Committee through the Purchasing Agent). Presentations are not offered to firms as an opportunity to recreate a new proposal; minor clarifications may be made.
  - i. Per C.G.S. 7-163e, the Real Estate Committee shall conduct said meeting, receive public comments, and if appropriate, refer a recommendation for acceptance of the proposal to the City Council.
6. In the event that a property is obtained by the City of Bristol through foreclosure, the Real Estate Committee may<sup>10</sup> recommend to the City Council authorization for the Purchasing Agent to assign listing of the property to a qualified Realtor, subject to approval by the City Council. The Realtor shall submit qualified offers directly to the Real Estate Committee, which shall take action to either 1) accept an offer presented by the Realtor and forward a recommendation to the City Council, or to 2) reject all offers.
  7. The City Council shall take vote on acceptance of the proposed disposition of the property.
  8. If the proposal is accepted by the City Council, then the Office of Corporation Counsel shall prepare all necessary documents and materials required for conveyance of the property.
  9. Following conveyance of the property, the Office of Corporation Counsel shall notify the following departments of such conveyance: City Clerk, Tax Collector, Assessor, Purchasing, Comptroller, and Public Works.

### **3. Considerations for Referral to Real Estate Committee**

The Purchasing Agent shall have the authority to review proposals for conformance with published requirements for the sale of properties, and shall have the authority to withhold conveyance to the Real Estate Committee of any proposal that is determined to be noncompliant with said published requirements, including but not limited to the following:

1. Proposals from any entity which is known to owe past due tax obligations or water/sewer assessments, or is known to have liens placed against said entity, shall not be forwarded to the Real Estate Committee.
2. Proposals from an entity with active civil litigation regarding improper use of property between the City of Bristol and the entity shall not be forwarded to the Real Estate Committee.
3. Proposals that are not in conformance with zoning regulations shall not be forwarded to the Real Estate Committee, unless the Real Estate Committee has expressed specific interest in taking exception to zoning regulations prior to issuance of an RFP, and has expressed specific acceptance prior to issuance of an RFP that the property would be sold to an entity taking such exception. Under such condition, any solicitation shall clearly state that conformance with zoning regulations (whether for existing or for changed) is the sole responsibility of the entity making a proposal.

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<sup>10</sup> Prior guideline required use of realtor for foreclosed properties; made optional by BOF June 2018

The conveyance of a proposal by the Purchasing Agent to the real Estate Committee does not confirm that the proposal is free from defects ascribed above. Findings of noncompliance subsequent to conveyance shall additionally be considered by the Real Estate Committee.

#### **4. Properties Subject to Governance by Economic and Community Development**

The Economic and Community Development Department (“ECD”) is charged with the coordination of commercial development within Bristol. Certain properties that are under the jurisdiction of ECD are governed by a unique set of guidelines set directly by its Board, and subsequently approved by the City Council. The sale, lease or other use of such properties under the jurisdiction of ECD are exempt from the provisions outlined above.

#### **5. Acquisition of Property**

In the event that a Board or Commission is interested in the acquisition of a property not owned by the City of Bristol, the Board or Commission shall submit a written request to the City Council for consideration of such acquisition. Similarly, in the event that the owner of a property seeks to transfer ownership to the City, said owner shall submit a written request (either to the Mayor’s office or to the Office of Corporation Counsel), which shall be directly presented to the City Council for consideration of such acquisition.

If the City Council votes to reject such acquisition, the Mayor’s Office shall provide written notification of such rejection to the offeror.

If the City Council, by vote of positive endorsement, expresses an interest in acquisition of such property, the following actions shall occur:

1. The City Council shall refer the proposed acquisition to the Planning Commission per C.G.S. 8-24.
2. The Planning Commission shall return its recommendation and any comments to the City Council.
  - a. If the Planning Commission recommends that the property be acquired, the City Council shall proceed with actions indicated via Articles 3 through 8 below.
  - b. If the Planning Commission’s recommendation is inconclusive regarding the acquisition of the property, the City Council may either return the matter to the Real Estate Committee to provide further information to the Planning Commission, or may (by a two thirds or greater majority vote) proceed with articles 3 through 8 below.
  - c. If the Planning Commission recommends that the property not be acquired, and the City Council does not override the recommendation by a two thirds or greater majority affirmative vote, then the City will not pursue acquisition of the property.
3. The City Council shall vote to provide the Mayor the authority to negotiate with the proposer for a selling price, and refer the matter to the Board of Finance for consideration of appropriation. The City Council may, at its discretion, vote to authorize the Mayor to execute a preliminary sale agreement with the property owner, provided that the preliminary sales agreement is contingent upon endorsement of the City Council and appropriation of funds by the Board of Finance.

In addition to referral to the Board of Finance, the City Council may refer the matter to the board/commission impacted by said proposed acquisition.
4. The Mayor shall provide to the Comptroller and to the Chair for the Board of Finance amounts for consideration by the Board of Finance.
5. The Board of Finance shall, upon presentation of said amount, consider the appropriation of funds for said acquisition; if appropriation of funds is approved by the Board of Finance, the appropriation shall be forwarded to a joint meeting of the Board of Finance and City Council for action.
6. Upon presentation of 1) a proposal and/or preliminary sales agreement by the Mayor, 2) a positive recommendation from the Planning Commission, and 3) full appropriation of funding, the City Council shall vote on the proposed property acquisition.
7. If the property acquisition is approved by the City Council, the Office of Corporation Counsel shall prepare all necessary documents and materials required for conveyance of the property.

8. Following conveyance of the property, the Office of Corporation Counsel shall notify the following departments of such conveyance: City Clerk, Tax Collector, Assessor, Purchasing, Comptroller, and Public Works.

## **H. Emergency Waiver of Bids**

In the event of an emergency which may vitally affect the life, safety, health or to prevent further damage, the Purchasing Agent with the consent of the Mayor and Chairman of the Board of Finance, shall have the authority to purchase directly any supplies whose immediate procurement is essential to prevent delays in the work of the using agency whose responsibility it is to alleviate such a situation.

The procedure to be followed by all departments in obtaining authorization for emergency orders is:

1. Upon determination of discovery of an emergency situation the respective department contacts the Purchasing Agent directly, or in his absence, his delegated representative, and explains the nature of the situation and a request for goods or services.
2. Upon being notified of a potential emergency situation by a department, the Purchasing Agent should make a decision as to whether the situation is an emergency; and with the approval of the Chairman of the Board of Finance, will issue a manual purchase order to the requesting department. If the situation does not warrant an emergency purchase order, the department will be required to process the purchase order according to normal procedures.
3. Should emergency situations occur during non-working hours, the department whose responsibility it is to respond to such a situation should attempt to contact the Purchasing Agent or his/her designee. If the Purchasing Agent is not available, goods may be produced directly and services obtained on an interim basis. In all cases such as this, the department shall contact the Purchasing Agent or his designee on the next working day with an explanation of the emergency and a description of the goods and services committed to alleviate the situation. Departments should refrain from negotiating terms or executing contracts on behalf of the City. Annual contracts are in place to alleviate most emergency situations. In addition the department must submit to the Purchasing Agent within 72 hours a complete written explanation of the situation as well as an approved requisition for the goods or services being procured.

## **I. Proprietary and Sole Source Transactions**

The Purchasing Agent, with the approval of the Board of Finance, shall have the authority to exempt from competitive bidding, contracts for the purchase of proprietary or other non-competitive products or services, where there is only one source of supply within a practical geographic distance that would prove to be financially beneficial to the City. Departments requesting such exemption must present evidence of extraordinary or unusual trade or market conditions or contingencies that preclude the availability of qualified alternative vendors. If such evidence shows that any other alternative solutions are present, the Purchasing Agent shall solicit competitive bidding ads outlined in this manual.

## **J. Code Enforcement Actions**

The Chief Building Official, in conjunction with the Director of Health, is charged with the responsibility of ordering a structure to be demolished (pursuant to Code of Ordinances Section 12-138 and/or the State of Connecticut Building Code), ordering repairs to be made to structures (pursuant to Code of Ordinances 12-136), and abatement of unacceptable premises (pursuant to Code of Ordinances Section 5-52). The authority for authorizing such work by a third-party solely rests with the Purchasing Department, except in the event of an emergency which requires immediate action subject to the provisions in Section 12-140 of the Code of Ordinances and/or the State of Connecticut Building Code.

The Purchasing Agent shall take all practical measures to establish on-call contracts for the provision of services necessary to perform code enforcement measures, which may be utilized by the Chief Building Official.

Operations for which no on-call contract exists, and for which Section 12-140 of the Code of Ordinances is not applicable, shall be subject to solicitation of not less than three (3) competitive bids by the Purchasing Agent or his/her designee. Public advertisement is not required for award of work where such work is to be performed on private property under code enforcement action, for which the costs associated with work is attachable via lien to the property.

## **K. Ethics**

All employees, elected officials, and appointed officials shall be subject to the Code of Ethics as outlined in Article V, Sections 2-124 through 2-131 inclusive, of the City of Bristol Code of Ordinances. Such persons shall not engage in any business or transaction that is incompatible with the proper discharge of his/her official duties. Such persons shall not accept any gift of significant value from any person or business which has any business dealings with the City, that may cause either interference with, or the appearance of interference with, the proper discharge of his/her official duties.

The Purchasing Department, in consideration of the Code of Ethics, shall:

- Consider first, the interest of the public in all transactions.
- Buy without prejudice.
- Establish fair and practical methods for the conduct of its activities.
- Conduct the business of the City in a manner consistent with good business practice.

**City employees may not engage in the provision of services to the City outside of their normal employment functions as an independent contractor**, unless their normal employment functions bear no relevance to other special services (e.g. a City accountant providing basketball referee services to the Board of Education).

## **L. Procurement Cards / Credit Cards**

### **1. General**

The Board of Finance authorizes the issuance and use of procurement cards (hereinafter referred to as “the card”) for the procurement of minor supplies and/or services<sup>11</sup>, in accordance with the guidelines set forth within this document.

The card shall be issued and governed by the parameters set forth in a City of Bristol Banking Master Agreement, or by a contract issued by the State of Connecticut for use by municipalities, or such contract as issued for replacement and/or renewal of aforementioned contract.

The Purchasing Agent and/or the Comptroller shall be authorized to file any applications or forms necessary for the implementation of a card program that may be required either by the card issuer or the State of Connecticut.

### **2. Use**

The card may be used for the procurement of minor supplies and/or services not exceeding \$10,000.00 per card in any given month<sup>12</sup>, and not exceeding \$5,000.00<sup>13</sup> per transaction. Procurement cards held by the Purchasing Agent and by the Comptroller shall be permitted monthly usage of up to \$15,000.00 per month.

No transaction may occur that violates budgetary restrictions, ordinance restrictions, or Purchasing or finance policies.

No transaction may occur in which an employee has a conflict of interest (see Ethics policy and state law).

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<sup>11</sup> Procurement cards authorized to be issued to user departments December 2012

<sup>12</sup> Increased from \$5,000 to 10,000 per month by BOF June 2019

<sup>13</sup> Increased from \$3,000 to \$5,000 per transaction by BOF April 2023

Cardholders may not split purchases in order to keep each individual transaction under \$5,000. The cardholder is responsible for reviewing all transactions; charges resulting from abuse may become the personal liability of the authorized cardholder and may result in revocation of the card.

The intended use for the card includes small transactions that may only be pursued via a store location or the internet (subsequently requiring a card), or transactions that would otherwise be unduly imposed on an employee's personal credit for a business-related expense (e.g. airline reservations).

The card is specifically prohibited from use for the following types of transactions:

- Restaurants (except where specifically authorized)
- Alcohol
- Tobacco
- Gasoline (except for fleet operations during down times for Public Works fueling station or for authorized travel)
- Cash advances

The Board of Finance allows the use of a procurement card by the Mayor's Office<sup>14</sup> and by the Executive Director of the Bristol Development Authority at restaurants, with the provision that the business purpose, attendees, and business discussed are reported, subject to the Personnel Policies and Procedures Manual excluding alcohol from meal expenses.

The Board of Finance allows the use of a procurement card by a department head relative to an employee recognition program as budgeted, subject to prior approval by either the Mayor or Comptroller.<sup>15</sup>

The Board of Finance allows the use of a procurement card by the Parks Department for the purchase of meals for event performers at the Rockwell Theater, when required by contract with the entertainer.<sup>16</sup>

In the event of out of state travel by City personnel in possession of a procurement card, the card may be used for meals, if authorized by the Mayor via travel authorization form and in accordance City travel policy, prior to such travel.<sup>17</sup> Payment for meals shall not exceed the amounts allowed under GSA rates, as published at the following web site: [https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems\\_report&state=CT&fiscal\\_year=2019&zip=&city=](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=CT&fiscal_year=2019&zip=&city=)

The Purchasing Agent shall coordinate issuance of procurement cards to relevant personnel, and may assign merchant class code ("MCC") restrictions, for certain user types (e.g. fuel purchases for fleet operations, motor vehicle parts and motor vehicle repair services for garage operations).

The cardholder shall

- Maintain purchasing card(s) ("pcard") in a secure location
- Ensure that the business purpose of each purchase is either clearly evident, or documented
- Attach documentation (e.g. vendor invoices, receipts, business meal forms) to support each transaction on the statement

### **3. Store-Specific Credit Cards**

Departments are advised that applying for and obtaining store credit cards is not permitted. Departments may use, within the limits imposed by state statute and City policy, the City issued procurement card for purchases up to \$5,000, or request the vendor to invoice their department.

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<sup>14</sup> Approved by BOF February 2015

<sup>15</sup> Approved by BOF December 17 2019

<sup>16</sup> Approved by BOF December 17 2024

<sup>17</sup> Approved by BOF June 2019

#### **4. Termination/Cancellation of Pcards**

A cardholder must surrender all cards associated with the Pcard program upon termination of employment (i.e. retirement or voluntary/involuntary termination). Upon termination, no further use of the card is authorized.

A cardholder must surrender all cards associated with the Pcard program upon transfer to another department. Once transfer becomes applicable, no further use of the card is authorized.

#### **5. Approvals and Controls**

One card shall be issued to each approved cardholder. Said card shall be retained in a secure location within each respective office, for use solely by the authorized cardholder. The cardholder has the authority to use the card for any designated transaction, provided that the transaction conforms to the use restrictions outlined above. Requests for use of the card shall be made by the cardholder to his/her department head. Requests shall include, at minimum, the following information:

- Payee
- Description
- Amount
- Accounting information

To ensure adequate internal controls, the Department Head shall approve the request prior to each transaction, and shall approve all transactions as posted within Munis.

The Purchasing Department shall upload monthly transaction data as provided by the card issuer (i.e. the bank issuing the card) into Munis. Cardholders are required to provide an adequate description, update accounting codes as necessary, and upload receipts for each transaction made and shown within Munis. The department head shall approve the departmental card holders' transactions reflected in the statement via workflow approval in Munis.

#### **6. Payments**

Payments shall be made directly to the issuer of the card, through the Office of the Comptroller without issuance of a purchase order. Charges for said payments shall be made to account information as provided by the department<sup>18</sup> as they relate to the charges appearing on the statement (i.e. All Pcard transactions are taken out of departmental budgets as they are posted into Munis via journal entry).

Statements shall require the endorsement of both the Purchasing Agent and the Comptroller prior to payment(s) being made.

#### **7. Sales Tax Exemption**

The City of Bristol is exempt from payment of state/local sales tax pursuant to CGS 12-412. It is the responsibility of the cardholder to ensure that the exemption is upheld and that exempted taxes are not paid. Upon request, the Purchasing Department will assist departments in providing any tax-exempt information necessary.

#### **8. Reporting and Audit**

The Office of the Comptroller shall file a detailed activity report with the Board of Finance on a monthly basis, as prepared by the Purchasing Department.

The Purchasing Department shall maintain profile information for departments and/or cardholders, and shall coordinate all activity between the City and the card issuer for the creation, modification or deletion of cardholders.

Departments are responsible for retention of receipts relative to p-card use, and are required to attach digital receipt copies into Munis as documentation.<sup>19</sup>

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<sup>18</sup> Effective May 1 2021, departments are required to directly enter accounting codes into Munis for statement charges.

<sup>19</sup> Effective May 1 2021, departments are required to directly attach p-card receipts into Munis.

## **M. Provision of Personal Services – Independent Contractors and Employees<sup>20</sup>**

### **1. General Guidelines**

In accordance with United States Department of Labor guidelines as reflected in IRS Ruling 87-41, the City of Bristol is required to make appropriate classification of services provided by individuals. Any department seeking to engage the services of an individual as an independent contractor is required to confirm proper classification of said services, prior to the provision of any services. Said classification shall be confirmed via the completion of Form PUR-009 Employee/Independent Contractor Checklist.

A secondary copy of the Employee/Independent Contractor Classification Form must be sent to the Personnel Department, in the event that proposed services are intended to be provided by an existing employee.

Be advised that the IRS directs actions regarding election workers via FSLG Publication 963, wherein election workers are generally considered employees but are not subject to withholding of income tax. Payments for election workers shall be made directly to such persons following an election activity, via voucher presented by the Registrars of Voters to the Comptroller.

### **2. Processing as an Employee**

If it is determined that an individual providing service is considered to be an employee, the said individual will be classified as an employee and will be paid through the payroll system, and will be subject to applicable federal and state withholdings. The individual will be required to complete the necessary forms which include a W-4 for federal tax and a CT W-4 form prior to payment of services.

### **3. Process as a Contractor**

If it is determined that the individual is considered an independent contractor, the individual will be paid through Accounts Payable by way of the normal processing of vendor payments. Please note that prior to provision of services, the independent contractor must execute a statement indicating that 1) the individual understands and accepts that he/she is acting as an independent contractor, and that 2) the individual understands and accepts that no claim for injury may be filed against the City under the Workers' Compensation Act. Said statement shall be confirmed via the completion of Form PUR-010 Confirmation of Independent Contractor Status, which shall be completed prior to the provision of any services. The individual may additionally be required to complete a W-9 Request For Taxpayer Identification form.

### **4. Insurance Requirements**

If the independent contractor is expected to perform services for an extended period of time (one month or greater), and is expected to receive compensation in excess of \$5,000.00, the contractor is required to provide a certificate of insurance, naming the City as additionally insured, showing general commercial liability in amounts of \$1,000,000.00 (combined single limit) Bodily Injury-Property Damage Coverage per occurrence, and \$2,000,000.00 aggregate coverage.

If the independent contractor is expected to perform services involving the use of an automobile, the contractor is required to provide a certificate of insurance, naming the City as additionally insured, showing automobile coverage in the amount of \$1,000,000.00.

Insurance guidelines for snow plowing operations are addressed from these guidelines in accordance with direction from the Board of Finance.

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<sup>20</sup> Independent Contractors policy incorporated October 2010

## **N. Fixed Assets**<sup>21</sup>

### **1. Asset Definitions**

#### **a. Capital Assets**

A capital asset is defined as a piece of equipment, or investment in general infrastructure, that has a value in excess of \$5,000.00 and has an expected useful life of greater than one year. The Governmental Accounting Standards Board (“GASB”) has issued Statement 34, dictating the requirements for the reporting of such assets. The annual value of such assets is reported in the Comprehensive Annual Financial Report as prepared by the Comptroller’s Office.

#### **b. Controllable Assets**

Certain purchases made by the City do not meet the criteria established for designation as a capital asset; by their nature, however, should be monitored for proper use and disposal, even though their value does not substantially impact the overall value of City assets. These controllable assets either render a critical function, put the City at risk by their absence (e.g. office equipment).

Department heads must make every effort to maintain adequate controls for such controllable assets, and must relay such controls to the purchasing agent.

### **2. Capitalization Thresholds**

All assets with an initial individual cost of \$5,000.00 or greater shall be recorded as a distinct asset for the purposes of reporting asset values in the City's Comprehensive Annual Financial Report, Financial Statement, and all related reports. The City shall maintain of minimum the following information on such assets: description, acquisition cost, acquisition date, purchase order, asset custodian, location, and condition.

The costs for improvements to current assets are to be added to the cost of the existing asset, where practical (in certain cases, improvements may be identified to be a unique asset). The costs of normal maintenance and repairs that do not add to the value of the asset, or materially extend asset lives, are not capitalized. Donated capital assets shall be recorded at the estimated fair market value at the date of donation.

Assets shall be assigned to one of the following class groups, for the purposes of reporting in government-wide financial statements: land and land improvements, buildings and building improvements, equipment, construction work in progress, and infrastructure.

Certain assets valued less than \$5,000.00 but considered significant as to warrant the monitoring of their condition and location, shall additionally be tracked but not considered in the reporting of asset values as described in the City's Comprehensive Annual Financial Report or Financial Statement. Such items include but are not limited to computers, printers, minor furnishings, firearms, and general office equipment.

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<sup>21</sup> Policy established June 2003

### 3. Asset Classification

#### a. Land and Land Improvements

Land and land improvements, including easements and rights of way, are assigned a useful life of 100 years; however, no depreciation is applied to land and land improvements.

#### b. Construction

Construction includes all buildings and building-related structures. Construction-in-process is considered as a separate type of construction and is tracked as a separate asset until the time of completion, at which point the value is reclassified as either a new building or related structure, or added to the value of the construction renovated.

Construction is divided into the following sub classes, with relevant useful life assigned to each subclass:

300 Construction	40 years
301 Portable Structures	25 years
302 Swimming Pools	50 years
304 Roof Replacement <sup>22</sup>	25 years
305 Wastewater Treatment Buildings	30 years
308 Synthetic Turf Fields	15 years

#### c. Infrastructure

Investment in systems that provide a critical service to a municipality when considered as a system, but not a distinct separate asset, is recorded as infrastructure. By its nature, infrastructure is difficult to define as a separate system, and is difficult to define useful life on a broad basis. The Governmental Accounting Standards Board has recommended, and the City of Bristol has adopted, reporting of infrastructure using the following subclasses and relative useful life for the subclasses:

320 General Infrastructure	65 years
410 Bridges	50 years
415 Tunnels	60 years
420 Streets/alleys – subsurface	0 years
425 Streets/alleys - asphalt	20 years
430 Traffic control signals	10 years
440 Sidewalks and curbing	20 years
455 Dams, Basins, and levees	60 years
460 Piers and stone walls	0 years
470 Rail Systems	0 years
480 Street Lighting	15 years
490 Water/sewer collection (piping)	65 years

#### d. Machinery and Equipment

Machinery and equipment typically comprises the largest number of assets, but comprises the smallest overall value in relation to other classes. Machinery and equipment are given consideration within the following sub classes, with related useful life:

110 Outdoor Equipment	20 years
120 Police and Fire Equipment	10 years

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<sup>22</sup> Classification added by BOF November 2016

130 Machinery & Tools	15 years
140 Custodial/Kitchen Appliances	15 years
150 Science & Engineering Equipment	10 years
160 Furniture & Accessories	20 years
170 Business Machines	10 years
180 Communications Equipment	10 years
190 Computer Equipment	5 years
200 Computer Software	5 years
210 Audiovisual Equipment	10 years
220 Books & Multimedia	5 years
230 Athletic Equipment	10 years
250 Musical Instruments	10 years
270 Contractor Equipment	10 years
280 Grounds Maintenance Equipment	15 years
310 Utilities Equipment	15 years

The City of Bristol does not engage in the practice of tagging specific equipment; however, all machinery and equipment is monitored by departments on an annual basis.

**e. Vehicles**

Consideration is made for vehicles separately from machinery & equipment, in one of the following subclasses:

123 Fire Protection Vehicles	20 years
127 Police Patrol Vehicles	3 years
260 Other Licensed Vehicles	8 years
261 Leased Vehicles <sup>23</sup>	8 years

Please note that equipment such as forklifts, loaders, bulldozers, and backhoes are considered contractor’s equipment, and are not defined as a vehicle for purposes of asset reporting.

**4. Property Accounting**

**a. Useful Life Assessments**

Normal useful life is defined as the physical life, in terms of years, that an asset is expected to endure before it deteriorates to an unusable condition. Asset classes as defined in this document have been assigned an estimated useful life; a useful life is assigned to each and every asset according to the values listed in the table of classes.

**b. Asset In-Service Dates**

An asset’s age is typically based on when the asset was acquired, or when the asset underwent its most recent major renovation. The Munis system uses the invoice date for determination of when the asset was acquired.

**c. Fund Designations/Function Designations**

**1. Fund Designations**

For accounting purposes, assets are associated with a fund type; either governmental or proprietary. Assets associated with governmental funds are intended primarily for general governmental use, serving such uses as

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<sup>23</sup> Separate classification for leased vehicles effective FY2025 – ref GASB 87

public safety or public use. The source of the funds used to acquire these assets is typically, although not exclusively, derived from common collected taxes and fees. Assets associated with proprietary funds are intended primarily for the use of specific self-supporting units; for the City of Bristol, the Water Department is an example of a self-supporting unit. The source of the funds used to acquire these assets is typically, although not exclusively, derived from specific fees associated with direct use of the services offered.

## **2. Function Designations**

Assets are additionally associated with a function (also referred to as program use). The City of Bristol defines assets as relevant to one of the following functions:

- 10 General Government
- 20 Public Safety
- 30 Public Works
- 40 Health and Social Services
- 50 Education
- 60 Libraries
- 70 Parks and Recreations
- 80 Miscellaneous/Art

### **d. Depreciation Considerations**

Depreciation shall be applied to all capital assets, assigned on an annual basis (except for land or land improvements, and work in process). The straight line depreciation method shall be used, according to the following formula:

Original cost less Salvage value, divided by estimated useful life.

## **5. Property Control**

### **a. Department Responsibilities**

City departments must maintain all assets that are within their control, in as good condition as may be made in the asset's working environment. Departments shall take adequate care that the working environment for the assets is appropriate and suitable for such assets.

City departments must treat all assets in an ethical manner, and must not misuse the assets or use the assets for personal use or benefit.

City departments must provide to the Purchasing Department any relevant information or documents (e.g. vehicle titles) for assets within their control.

City departments must consult with, and obtain approval of the Purchasing Department, for suitable and appropriate disposal method for assets no longer required by the department.

City departments must annually report all additions and deletions of assets for their department, to the Purchasing Department. Such annual report must be made within sixty days of the end of the fiscal year relevant to the annual report.

### **b. Purchasing Responsibilities**

The Purchasing Department shall maintain a full and comprehensive list of capitalized assets possessed by the City. Information on the asset history, location, and appropriate custodial responsibility shall be retained and managed in such list.

The Purchasing Department shall maintain all files relative to vehicle titles and/or certificates of origin.

The Purchasing Department is responsible for the issuance of RFP's relative to the sale of land parcels, as directed by either the Mayor or the Real Estate Committee of the City Council.

The Purchasing Department is responsible for the continuing maintenance of asset records in the City's financial records system (i.e. Munis), including maintenance of tables relative to such asset records.

The Purchasing Department reports asset additions and/or deletions to the Comptroller's Office, for its consideration in the preparation of the Comprehensive Annual Financial Report ("CAFR").

### **c. Comptroller Responsibilities**

The Comptroller's Office is responsible for the presentation of the value of all assets in the Comprehensive Annual Financial Report. Such reporting includes the reporting of assets both by fund and by function.

The Comptroller's Office is responsible for the calculation and application of all depreciation, and any and all adjustments to the plant asset fund.

The Comptroller's Office shall provide direction and management in the establishment of appropriate useful lives for asset classes.

## **6. Additions and Deletions**

All City departments are required to provide detailed information on all asset deletions and assets newly acquired during a fiscal year, no later than sixty (60) days after the last day of the fiscal year. Such information shall include, where possible: asset description, location funding source, acquisition date, purchase order number, serial number, and asset cost.

Additions and deletions of assets are to be reported directly to the Purchasing Agent, who shall compile a summary of all additions and deletions and present to the Comptroller.

## Methods of Asset Disposition

Assets owned by the City may be deleted from the list of assets by the following means:

1. **Trade-in** – assets may be considered for trade-in at the time of acquisition of replacement assets, subject to normal purchasing bidding guidelines, and written approval by the department head.
2. **Surplus Sale via sealed bids** - the Purchasing Department may sell surplus property by soliciting competitive bids. Such sales will be the result of public notice in a locally distributed newspaper, no less than ten days prior to the scheduled sale.
3. **Surplus Sale via online auction**<sup>24</sup> - the Purchasing Department may sell surplus property via online auction. Such sales will be publicly available via the Purchasing web site, no less than ten days prior to the scheduled sale.
4. **Sale of real estate** - the Purchasing Department shall sell surplus real estate in accordance with direction set forth by the Real Estate Committee, via guidelines set forth in Section 2G.
5. **Discard/Disposal** - a department head, with written approval by the Comptroller's Office, may recommend the disposal of assets that are both no longer in use and have been determined to have no remaining value.

## 7. Annual Reporting

The total value of assets is reported in the Comprehensive Annual Financial Report (“CAFR”) as prepared by the Comptroller’s Office. The value of assets, reported by function, shall include the beginning value, a summary of additions, a summary of retirements, and an ending value for the fiscal year being reported.

## O. Debarment of Vendors<sup>25</sup>

The Board of Finance, at its meeting held on January 24, 2017, adopted the following regarding debarment of vendors.

### (1) Authority.

- (1) Debarments and Disqualification means the prohibition of any Contractor or Candidate from bidding on, applying for, or participating as a subcontractor on, City procurements in response to a request for response or from being considered for the awarding of any agreement with the City, which shall also include the awarding of any contract pursuant to a bid waiver.
- (2) *Debarment and/or Disqualification.* After due notice to the Person (including any Candidate or Contractor, or affiliate thereof, herein referred to as “entity”) involved, as set forth below, and reasonable opportunity for that Person to be heard, consistent with the procedures for hearings on contested cases as written in Chapter 54 of the Connecticut General Statutes, the Board of Finance, through the Purchasing Agent, shall have the authority to debar and/or disqualify an entity for cause from consideration for award of contracts or purchase orders by the City. A

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<sup>24</sup> Use of online auctions incorporated March 2010

<sup>25</sup> Policy approved by BOF November 2016 – see CGS 7-148w

debarment and/or disqualification shall not be for a period of more than two (2) years from decision of debarment.

- (3) *Regulations and policies.* The authority to debar and/or disqualify shall be exercised in accordance with the General Statutes, this Article and regulations and/or policies, if any.
- (4) For purposes of interpreting this provision, the use of the terms "contract or subcontract" shall be inclusive of all contracts, purchase orders and agreements.

**(2) Causes for Debarment and/or Disqualification.**

The causes for debarment and/or disqualification of a vendor (or an associated vendor for which there is a common owner or officer with a 25% or greater share of the noted vendor<sup>26</sup>) include the following:

- (1) Conviction or entry of a plea of guilty or nolo contendere for, or admission to, commission of a criminal offense (i) relating to obtaining or attempting to obtain a public or private contractor subcontract or (ii) relating to the performance of such contractorsubcontract;
- (2) Conviction or entry of a plea of guilty or nolo contendere for or admission to the violation of any State or Federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor;
- (3) Conviction or entry of a plea of guilty or nolo contendere or admission to a violation of any State or Federal antitrust collusion or conspiracy law arising out of the submission of bids or proposals on a public or private contract or subcontract;
- (4) A willful failure to perform in accordance with the terms of one or more public contracts, agreements or transactions;
- (5) A history of failure to perform or of unsatisfactory performance of one or more public contracts, agreements or transactions.
- (6) A willful violation of a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction; or
- (7) Evidence of debarment or disqualification by the State of Connecticut or the Federal Government; unless the Candidate can demonstrate why such rulings should not apply to the City.

The existence of a cause for debarment and/or disqualification shall not be the sole factor to be considered in determining whether the Contractor or Candidate shall be debarred or disqualified. In determining whether to debar and/or disqualify a Contractor or Candidate, the Purchasing Committee shall consider the seriousness of the Contractor's or Candidate's acts or omissions and any mitigating factors.

**(3) Imputed Conduct as Set Forth in the General Statutes.**

For purposes of a disqualification proceeding under this subsection, conduct may be imputed as follows:

- (1) The fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, Employee or other individual associated with a Contractor or Candidate may be imputed to the Contractor or Candidate when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor or Candidate and the Contractor or Candidate knew of or had reason to know of such conduct. The term "other seriously improper conduct" does not include advice from an attorney, accountant or other paid consultant if it was reasonable for the Contractor or Candidate to rely on such advice.
- (2) The fraudulent, criminal or other seriously improper conduct of a Contractor or Candidate may be imputed to any officer, director, shareholder, partner, employee or other individual associated

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<sup>26</sup> Definition of ownership incorporated March 2017

with the Contractor or Candidate who participated in, knew of, or had reason to know of the Contractor or Candidate's conduct.

- (3) The fraudulent, criminal or other seriously improper conduct of one Contractor or Candidate participating in a joint venture or similar arrangement may be imputed to other participating Contractors or Candidates if the conduct occurred for or on behalf of the joint venture or similar arrangement and these Contractors or Candidates knew of or had reason to know of such conduct.

**(4) Notice of Hearing; Procedure for Debarment and/or Disqualification.**

- (1) Subsequent to a determination made by the Purchasing Agent or his/her designee that there exist one or more causes for debarment and/or disqualification as set forth in subsection (C) herein of any Contractor or Candidate, the Purchasing Committee for the Board Finance shall conduct a hearing to determine whether there exists one or more causes for debarment and/or disqualification of said Contractor or Candidate from bidding on, applying for, or participating as a subcontractor on, City procurements in response to a request for response or from being considered for the awarding of any agreement with the City for a period not more than two (2) years.
- (2) The Purchasing Agent shall send written notice to the Contractor or Candidate of the proposed debarment and/or disqualification, not less than ten (10) calendar days prior to the hearing. Such notice shall include:
  - (a) A statement of the time, place and nature of the hearing;
  - (b) A statement of legal authority and jurisdiction under which the hearing is to be held; and
  - (c) A short and plain statement of the reason asserted by the City for debarment and/or disqualification. Copies of the notice shall be sent to the Board of Finance and the Office of Corporation Counsel.
- (3) The hearing shall be conducted in accordance with the procedures for hearings on contested cases established in Chapter 54 of the General Statutes.
- (4) Decision. The Purchasing Committee shall issue a written decision. The decision shall:
  - (a) State the reasons for the action taken;
  - (b) If the Contractor or Candidate is being debarred and/or disqualified, state the period of the debarment and/or disqualification; and,
  - (c) Inform the Contractor or Candidate involved of any rights to judicial review as may be allowed under state law.
- (5) Notice of decision. The Purchasing Committee shall issue a written decision within thirty (30) days of the last date of such hearing, as determined by the Committee. The Purchasing Agent shall send the decision to the Contractor or Candidate by certified mail, return receipt requested and by regular mail.
- (6) Finality of decision. A decision under subsection (4) of this section shall be final and conclusive.

**(5) Reduction of Debarment or Disqualification.**

The Purchasing Committee may reduce the period or extent of debarment and/or disqualification, upon the Contractor's written request, supported by documentation, for the following reasons:

- (1) Newly discovered material evidence;
- (2) Reversal of the conviction upon which the debarment or disqualification was based;
- (3) Bona fide change in ownership or management;
- (4) Elimination of other causes for which the debarment or disqualification was imposed; or
- (5) Other reasons that the City deems appropriate.

The decision to reduce the period or extent of debarment and/or disqualification shall be made at the sole and absolute discretion of the Purchasing Committee. Said decision shall be in writing and sent to the Contractor within thirty (30) days of the City's receipt of Contractor's written request for reduction. Notice of said decision shall be sent via certified mail, with return receipt requested.

## **2.P. Energy Planning<sup>27</sup>**

### **1. General**

At its meeting on February 13, 2018, the City Council formally adopted an Energy Plan for the purpose of formalizing policies relative to energy usage and efficiencies for such usage. One of the primary policy objectives reads as follows:

- Energy Efficient Procurement -The City should develop a procurement policy where the entire life cycle of all purchases is considered.

The following Key Actions, relevant to the development of such policy, are cited:

- Establish a requirement that all City departments including the Board of Education and the Water Department aggregate their energy procurement contracts into combined strategic purchasing agreements with the goal of realizing greater savings for the taxpayers by 2020.
- Increase the average miles per gallon or equivalent alternative measurement across all municipal fleet vehicles by 20% by 2020.
- Actively pursue regional cooperation for energy purchasing for school districts and local public agencies which could potentially save tax dollars on the purchase of electricity, natural gas, and renewable energy, as well as pursue other grant opportunities.
- Incorporate microgrid systems to provide power independence during major outages and high demand periods.
- Actively pursue opportunities for installing clean energy technologies such as fuel cells, geothermal systems, solar systems and digesters where economically and technically feasible.
- Establish a plan to reduce the annual total number of gallons of gasoline and diesel fuel used by municipal fleet vehicles.

### **2. Consolidation of Energy Purchases**

The Purchasing Department shall endeavor to consolidate procurement activity of City departments, as well as the Bristol Board of Education and the Bristol Water Department, for all energy-related purchases, including but not limited to electricity, natural gas, petroleum-based fuels, and other related commodities.

### **3. Vehicle Fleet Considerations**

The Purchasing Department shall discuss with pertinent departments inclusion of energy efficiencies into planned vehicle and equipment acquisitions, prior to such acquisition. The Comptroller's Office shall support inclusion of such energy efficiency considerations, at the time of budget presentation by pertinent departments.

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<sup>27</sup> Incorporated June 2018

## **2.Q. Information Technology Procurement <sup>28</sup>**

### **1. Purpose**

As approved by the Board of Finance at its meeting on June 26, 2018, the City of Bristol has established standards for desktop software, operating systems, computer networks and computer hardware and peripherals. This standardization is essential as it allows the Information Technology (IT) Department to provide services in a more efficient manner.

The purpose of this policy is to provide a framework for the procurement of all IT hardware, software, and any externally-hosted systems or software that would run on or through the City of Bristol's network infrastructure. This policy ensures the equipment and/or software is configured correctly and that all IT security and compliance measures are addressed.

Violation of this policy puts the City of Bristol and the Bristol Board of Education at risk of security breaches which could result in data theft, data loss, public trust and untold financial costs.

### **2. Scope**

This policy applies to the procurement of all IT (technology hardware; software; cloud or externally hosted systems, software and services) by the City of Bristol and Bristol Board of Education regardless of funding sources, including but not limited to, grants and zero dollar acquisitions.

### **3. Policy**

3.1 The IT department must be consulted as part of any Business Case preparation as they will advise on the best solution and ensure that it meets user requirements, represents the best value for the money, is compatible with current network infrastructure requirements and fits the overall operations of the City and BOE.

3.2 In all cases, the IT department must be represented on any project/program that involves any hardware or software that will utilize network connections or resources.

3.3 All IT equipment must be delivered to either the City IT department or BOE IT department for initial processing.

3.4 The initial processing includes but is not limited to the setup of passwords, security software and entering the equipment into asset management databases for tracking purposes.

3.5 Once equipment and software are installed at their final locations, any moving of equipment or re-installing of software should be done solely by designated IT staff and with the approval of the IT department beforehand, so IT can properly track and make modifications to the asset database.

3.6 The IT department will not install software or hardware unless it has been involved in the specification of both. Hardware or software may not be installed by non-IT staff unless authorized by the IT department.

3.7 All hardware and software installations must comply with licensing agreements. License agreements shall be approved by the Office of Corporation Counsel and/or Purchasing Department.

3.8 All installations of equipment or software will be verified for any compliance issues including but not limited to PCI, HIPAA, PII, CJIS and will be blocked from network access if found to be non-compliant.

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<sup>28</sup> Approved by BOF June 2018

3.9 The IT department reserves the right to deny and send back to the supplier, at the budget holder's expense, any IT hardware and software purchased outside the guidelines stipulated in this policy where the installation of such equipment /software would be detrimental to the operation of the network infrastructure or will impact the effective delivery of IT services.

#### **4. Policy Compliance**

4.1 The IT department will verify compliance to this policy through various methods, including but not limited to, periodic walk-throughs, monitoring of network resources, reports of purchases through MUNIS, internal and external network audits and feedback from users.

4.2 An exception to any part of this policy must be approved by the IT Department in advance.

4.3 Any employee or department found to have violated this policy will be reported to the Mayor and/or Superintendent of Schools for further action.

## 3. Procedures

### A. Bidding Specifications Development

The Purchasing Agent, together with the user department, board or commission, shall set standards for the preparation, maintenance, and content of specifications for supplies, equipment, services and construction required by the City. The Purchasing Agent will work in conjunction with the user department to ensure

- Specifications that achieve maximum performance or benefit at the most effective cost
- Competitive non-restrictive specifications
- Standard and legally acceptable terminology

The use of general provisions applicable to all types of construction shall be maintained and coordinated with the City engineers. The requirements listed in this section additionally apply to all specifications prepared by non-city personnel, including but not limited to, architects, engineers, and designers.

### B. Standard Terms and Conditions

The formal issuance of standard bid and contract terms and conditions has been incorporated into bidding documents. These standard terms outline the requirements for insurance, bonding, indemnification, shipping, packaging, bid evaluation, and other miscellaneous items, in a consistent format. A copy of the standard bid and contract terms and conditions is included in this manual as Form PUR-007.

The Engineering Department has outlined general provisions relating to the treatment of conditions of work sites and relating to measurement and payment for services in construction. These general provisions are typically included in construction and road work contracts. A copy of these general provisions is included in this manual as an attachment.

### C. Advertising Guidelines

#### 1. Legal Classified Ads

Contracts expected to be of value \$25,000 or greater require formal bidding which includes a public newspaper advertisement at least ten (10) calendar days in advance of the bid opening.

In all cases where bids are solicited, Purchasing attempts to get the widest exposure possible among the qualified vendors in order to obtain fair and open competition and ensure competitive prices.

#### 2. Internet

Invitations to Bid and Requests for Proposals issued by the Purchasing Department that require the publication of legal classified ads, shall additionally be published on a web site maintained by the Purchasing Department, where determined to be practical. Notice of the web site shall be included in legal classified ads.

In cases where it is determined to be impractical to publish the documents on web site (e.g. specifications either excessive in size, requiring bid deposit, or prepared by outside consultants), notice of the availability of such documents should be made at the web site.

#### 3. Other Information Resources

The Purchasing Agent shall seek to provide other additional notices via other information resources, to ensure the most appropriate and effective method to communicate notice to relevant bidders and proposers.

#### **4. Special Conditions<sup>29</sup>**

Public Act 22-118 removed requirement for publication of newspaper advertisements for contracts involving school building construction receiving state assistance under C.G.S. 10-287; the act added requirement for the posting of notice of bid and proposal opportunities for such contracts.

### **D. Evaluation of Bids**

#### **1. Pricing Considerations**

All bids received are analyzed and evaluated to determine the lowest responsive bidder in terms of the following factors:

- a. Price
- b. Compliance with our published specifications
- c. The ability, capacity and skill of the bidder to perform the contract.
- d. Whether the bidder can perform the contract or provide the service promptly, or within the specified time, and without delay or interference.
- e. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- f. The quality of performance of previous contract or services provided to the city or to others.
- g. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- h. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- i. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- j. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- k. The number and scope of conditions or exceptions contained in the bid.

#### **2. Award to other than low bidder**

When the award is not made to the lowest bidder, a full and complete statement of the reasons for placing the award elsewhere shall be prepared by the Purchasing Department and placed in the file relating to the transaction.

#### **3. Local Bidding Preference**

Effective July 1, 2002, the City of Bristol approved a policy giving consideration to local businesses, to encourage the business climate in the local community. This policy is outlined in greater detail in Section 2.

### **E. Contractor's Qualifications**

#### **1. General Guidelines**

The City of Bristol takes into consideration the qualifications of firms bidding to provide materials and/or services to the City; such qualifications are requested in different formats, contingent upon the type of contract considered.

#### **2. Architects and Engineers**

Architects and engineers are in the practice of submitting information relative to their firm in an industry-standard format, via Standard Forms 254 and 255, or Standard Form 330. These forms include current profiles, and a detailed history of previous work similar to the scope defined by the City. It additionally asks for a list of contact names with telephone numbers to further investigate the firm's capabilities. The City may elect to use these forms and accepts this standard practice. Other methods for conveying a firm's qualifications may be submitted; any information submitted must be sufficient to determine the firms' profile and history of previous similar work. Use of said standard forms are not required by the City of Bristol, provided that information contained within said forms is included with a vendor's submission. See Section 4 Professional Services for review guidelines of such qualifications.

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<sup>29</sup> Incorporated June 2022

### **3. Construction/Contractors**

In bidding for construction, the City may require information on the contractor's profile, specific licensing relevant to the project, and at least three references for similar work. Architects coordinating construction projects for the City routinely require submission of an AIA Form 305 Contractor's Qualification Statement, which additionally requires trade references, a list of all projects completed and financial statement.

Contractors are typically required to include similar information on any and all subcontractors performing work on the project.

### **4. Prequalification**

For projects expected to be in excess of \$500,000.00 in construction, the Purchasing Department may seek qualifications from general contractors, following normal guidelines for bids and RFP's, with a closing date and time for the submission of applications. All contractors are granted the opportunity to submit an application. Qualifications will be reviewed and analyzed, and determined to be acceptable or unacceptable based on pre-established criteria. The criteria will include items sufficient to establish the financial stability of the company (and subsequently their ability to pay subcontractors), their bonding capacity, their workload capacity, their safety record (as evidenced by their insurer), and their history on similar projects. Companies not considered acceptable may be granted the opportunity to correct or update information as necessary to receive acceptance. The list of acceptable contractors shall be accumulated and shared with the architect and building committee(s). Please note that it is not the intent of this process to restrict the number of bidders; it is to ensure the quality of contractors while maintaining a fair and open process.

At the time of completion of bidding documents, all acceptable contractors will be provided a complete set of documents, and will be invited to participate in the competitive bidding process. Public notice of the bidding process is performed solely for the benefit of the local community, and for the benefit of subcontractors. Bids will only be accepted by the list of acceptable contractors.

The State of Connecticut Department of Administrative Services ("DAS") has established a list of prequalified contractors, in response to Public Acts 03-215 and 04-141. The program requires all contractors to prequalify before they can bid on any construction, alteration, remodeling, repair or demolition of any public building, for work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds. Any construction project using state funding must use contractors authorized through DAS. Additionally, the City of Bristol is responsible for reporting to DAS on the contractor's performance, and is responsible for annually reporting to the Governor's Office on the status of all construction projects involving state funds.

For projects exclusively using City-derived funds, the City of Bristol may elect to use the list of prequalified contractors managed by DAS, or may choose to prequalify contractors through its own resources. The City of Bristol is not required to prequalify contractors for such projects, but must include a comprehensive request for qualifications in all projects in excess of \$500,000.

### **5. Other Bids**

Regardless of the type of contract, the Purchasing Agent will investigate the qualifications of the bidder, to ensure compliance with the specifications and delivery requirements.

## **F. Bonding and Insurance Requirements**

### **1. Bid Bonds**

Projects where the cost is estimated to exceed \$50,000 shall require a bid security in the amount of 10% of the bid price. The bid security may be in the form of a bid bond guaranteed by a surety licensed to do business in Connecticut, or in the form of a certified check, or if applicable, in the form of an irrevocable letter of credit.

### **2. Performance Bonds**

Construction Contracts where the cost exceeds \$100,000 shall require a performance bond guaranteed by a surety licensed to do business in Connecticut, in the amount of 100% of the total contract price, guaranteeing to the City the completion of the project.

### **3. Labor and Materials Payment Bonds**

Construction contracts where the cost exceeds \$100,000 shall require a Labor and Materials (“Payment”) Bond guaranteed by a surety licensed to do business in CT, in the amount of 100% of the total contract price, guaranteeing to the City payments for all labor, materials, and equipment utilized in the completion of work under the contract.

### **4. Standard Insurance Requirements**

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, 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.

Contracts that are 1) limited to provision of materials or 2) limited to consulting services performed outside of Bristol boundaries, for which no vehicle owned and/or operated by the contractor is used in the performance of the contract, may be exempted from provision of automobile liability, at the discretion of the Comptroller or the Purchasing Agent.

In addition to the above, the awarded contractor shall provide a certificate of insurance showing coverage for Worker’s Compensation as defined in the Connecticut General Statutes, in the minimum amounts as specified therein. 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 shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

### **5. Standard Insurance Requirements for Certain Professional Services<sup>30</sup>**

In the event that a contractor is retained for certain professional services inclusive of attorneys-at-law, behavioral health specialists, psychiatrists, psychologists, licensed marital and family therapists, licensed professional counselors, licensed clinical social workers, physical therapists and occupational therapists, then the contractor is required to provide a certificate of insurance, naming the City as additionally insured, showing general commercial liability in amounts of \$1,000,000.00 (combined single limit) Bodily Injury-Property Damage Coverage per occurrence, and \$2,000,000.00 aggregate coverage. Further, the contractor shall provide evidence of coverage for professional liability in an amount not less than \$500,000.00 per claim and \$1,000,000.00 aggregate.

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<sup>30</sup> As approved by BOF April 27 2021

## **6. Professional Liability**

Contracts for professional services (e.g. engineers, architects, consultants) shall require Professional Liability (“Errors and Omissions”) insurance in the amounts of \$500,000 per occurrence and \$1,000,000 aggregate at minimum.

The City of Bristol reserves the right to modify and/or change the above requirements, on the advice of the Comptroller’s Office and/or the Risk Manager.

## **7. Construction Related Insurance Requirements**

Contracts for construction projects expected to be in excess of \$50,000.00 will require Owner’s and Contractor’s Protective Insurance provided in the name of the City of Bristol, with no deductible payable by the City, with the same limits required for General Liability. A copy of the declaration shall be included with the certificate of insurance.

Contracts for building construction projects where the expected construction costs exceed \$500,000.00 will require Builder’s Risk coverage, for the amount of the value of the building.

Relative to the use of subcontractors, the general contractor shall be required to ensure that all subcontractors provide sufficient insurance as outlined in Article 3.F.4 above. The following language is incorporated into standard insurance requirements for construction projects:<sup>31</sup>

It is the responsibility of the contractor to inform the City of any and all subcontractors relevant to this project, and to provide to the City certificates of coverage for such subcontractors, inclusive of workers compensation coverage. No work on the project can be performed in the absence of current certificates of coverage.

## **G. Special Construction Considerations**

### **1. City Engineer**

Section 44(b) of the City Charter provides the Director of Public Works with the responsibility of maintenance, construction, and reconstruction of City buildings; under his/her direction, the City Engineer shall participate in the development of specifications related to such construction or reconstruction. The City may elect to use the services of an architect to manage or assist in these services.

### **2. Building Department**

Bid specifications related to construction or reconstruction of City buildings shall be presented to the Building Department prior to the issuance of bids, for review and comment. The intent is not to routinely engage the Building Department in the design of bid specifications; the intent is to provide appropriate opportunity for early correction of building code violations.

Upon award of any contract for construction or reconstruction, the Building Department shall be provided with notice of award, including the schedule of values for all relevant trades involved in such work.

### **3. Building Permit Fees**

The City of Bristol does not exempt itself from the securing of building permits where relevant, and requires contractors to pay any fees associated with the securing of such permits, notwithstanding the following provision within the Bristol Code of Ordinances 5-19:<sup>32</sup>

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<sup>31</sup> In response to “Barker v All Roofs by Dominic” August 2020.

<sup>32</sup> Per Code of Ordinances 5-19 amendment as of November 2019

The City of Bristol, the Bristol Board of Education, and the Bristol Water Department shall not be required to pay any fees under this section provided that the City of Bristol, the Bristol Board of Education or the Bristol Water Department has secured third-party review of plans by a licensed engineer or architect. This exemption does not apply to the State mandated education fee required on each building permit application pursuant to C.G.S. §29-263.

#### **4. Prevailing Wage Guidelines**

Pursuant to C.G.S. 31-53, contracts where the total value of repair or alteration to facilities exceeds \$100,000 (or where the total value of addition to the facilities, i.e. “new construction”, exceed \$1,000,000) must include provisions that include prevailing wage rates as published by the State of CT. Department of Labor (“DOL”). Such prevailing wage rates must be obtained from DOL and included in the contract award. The wage rates are subject to adjustment for contracts that are not completed within the same fiscal year as the fiscal year awarded, in accordance with the provisions as outlined in Public Act 02-69.

Competitive bidding for such projects shall include provisions for prevailing wage rates, including the rates as obtained from DOL. Please note that DOL guidelines require that public notice for such project be posted within twenty (20) days of receipt of the rates.

In projects using federal funding (e.g. CDBG or ARRA projects), the federal provisions of 29 CFR 5.5 Contract Provisions and Related Matters shall apply, which require prevailing wage rates for any contract in excess of \$2,000.00.

#### **5. Retainage Considerations**

Construction projects typically include a provision for retainage; retainage is an amount withheld from payment to a contract or, as assurance of project completion. Upon successful completion of the project, the retainage withheld is paid to the contractor, after sufficient time has passed to verify that additional services are not required to correct work performed. Payment for retainage is typically made three to twelve months from substantial completion, depending on the complexity of the project.

Connecticut General Statute 49-41b (3) restricts the amount of retainage withheld to 5% of the amount due to the contractor. Such same restrictions apply to the relationship between a general contractor and subcontractor(s).

#### **6. Fracking Waste Material<sup>33</sup>**

The following shall be included in projects related to construction:

Consistent with City of Bristol Code of Ordinances Section 10-15(D), no materials containing natural gas waste or oil waste shall be utilized in providing construction and/or maintenance of any publicly owned and/or maintained road or real property within the City. Additionally, no purchase or acquisition of materials containing natural gas waste or oil waste, for which use is for construction or maintenance of any publicly owned and/or maintained road or real property within the City, shall be permitted.

In response to a violation of these provisions, the City may require remediation of any damage done to any land, road, building, aquifer, well, watercourse, air quality or other asset, be it public or private, within the City of Bristol. The City may also impose fines in accordance with Section 1-11 of the Code of Ordinances for any such violation, and any other remedies allowable under the law.

(as adopted by City Council on April 10, 2018)

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<sup>33</sup> Incorporation of Code of Ordinances 10-15(D) adopted by City Council April 2018

## **7. Construction Manager Considerations<sup>34</sup>**

Public Act 22-118 modified C.G.S. 10-287 mandated that a construction manager shall not be eligible to submit a bid for any construction trade element for school building construction receiving state assistance.

## **H. Energy Procurement<sup>35</sup>**

### **1. Consortium Purchasing**

The City of Bristol may elect to participate in the purchase of natural gas and electricity via consortia identified in Section 2.B, when determined by the Purchasing Agent to be in the best interests of the City. In the event that said commodities are purchased through a consortium, and an energy consulting advisor is retained for provision of market information and consolidated procurement of natural gas and electricity for its member communities, the City may be subject to participation fees for such services, as incurred by the consortium. The Purchasing Agent shall inform the Comptroller's Office of such charges, and shall further advise the Comptroller's Office if such charges are applied on a unit basis (e.g. per ccf for natural gas) or per kWh for electricity) or as an annual fee incurred to the City.

### **2. Petroleum-Based Fuels**

The Purchasing Department shall collect data for fuel deliveries, and determine an estimated annual volume, for petroleum-based fuels used by the City. Such annual volumes are to be incorporated into annualized contracts for said commodities.

Contingent upon volatility of the heavy fuels market, a "block and index" strategy, wherein the amount of fuel above the committed volumes is specifically acknowledged to be bought at market rates, may be incorporated into an annual supply contract. The "block" is referred to as the committed volume, and "index" is a reference to payments for fuel above the block amount, to be based on the market index.

## **I. Snow Clearing Operations<sup>36</sup>**

The Board of Public Works establishes rates applicable for snow plowing and for snow clearing operations, in the event that existing Public Works operations require assistance for said operations. The Purchasing Department shall annually solicit interest in snow plowing and snow clearing operations, and shall incorporate the rates as established by the Board into any resultant contractual relationship with a third party. The Public Works Department shall determine the number and types of vehicles required, which shall be incorporated into the solicitation. Public advertisement of any solicitation shall be made by the Purchasing Department.

The Purchasing Department shall accept applications from independent contractors for such service, up to the amount of vehicles required for each type. All applications for assignment to snow clearing operations will be accepted on a first come/first serve basis, until the amount of required vehicles is fulfilled, or until the end date of the solicitation, whichever is earlier.

Insurance requirements for snow clearing operations are identified in Section 3.F.

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<sup>34</sup> Incorporated June 2022

<sup>35</sup> Incorporated June 2018

<sup>36</sup> Incorporated May 2015

## 4. Professional Services

### A. Conditions for Use

Contracts for professional services, or where a performance objective is defined without a defined solution, typically include criteria other than cost. Where such professional services are expected to exceed \$25,000.00, the Purchasing Department will coordinate the issuance of a Request for Proposal (“RFP”), including appropriate scope definition, review criteria, coordination of review committee, and selection.

### B. Development of Scope / Specifications

Requests for Proposals shall generally include, at minimum, the information outlined below. Additional information may include historical narratives, outline of planned outcomes, relationships with entities outside the selection process (e.g. stakeholders or funding agencies), or other relevant information that will assist in the development of proposal(s).

Specific Requirements, identifying specific tasks, parameters and limitations which must be accomplished or considered by the selected firm or included in the final product.

Deliverables and/or Reports, and anticipated schedule for such materials

Draft contract form (if available)

Attachments and Exhibits

### C. Notices and Receipts

Requests for Proposals shall be solicited in the same manner as provided for competitive sealed bidding.

Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines, and shall be open for public inspection after contract award.

### D. Review Committee

#### 1. General Considerations

The Purchasing Agent shall serve as chair of the review committee, unless otherwise stipulated by the Mayor. The review committee shall additionally consist of the following members:

The department head involved in the project, or his/her designee

City Council liaison to the department or other as assigned by the Mayor<sup>37</sup>

Member of the Board, Commission, or Committee to the department

The Purchasing Agent may additionally designate other members, if such member provides unique qualifications that will assist in the selection process. The Purchasing Agent, as chair, shall establish rules and procedures for the committee, and the Purchasing Agent or his/her designee shall coordinate and schedule any meetings or interviews as required by the committee.

In the event that there is not a board, commission, or committee, the Mayor shall assign a council member to the review committee, and/or may alternatively assign relevant staff.

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<sup>37</sup> Change to Council liaison approved by BOF February 25 2020

The review committee shall solicit proposals, review proposals, interview candidates, recommend selection to the City Council for approval, and prepare contract documents for execution by the Mayor and the selected candidate.

The chair of the review committee shall prepare review criteria, and instruct the committee members in their requirements regarding evaluation using such criteria.

Committee members shall review the proposals without the consultation of others, and prepare a brief analysis of the assets or deficiencies of each proposal. Committee members may use staff assistance for compiling and computing statistical data in proposals, or other investigative research necessary for the committee member to develop an independent assessment. Committee members shall not contact a bidder in relation to his/her assignment.

Any firm selected for interview or other further consideration will be provided with the content of the review committee; such firms will be required to submit affidavits relating to their relationship(s) with members of the committee. The names of review committee members will be released solely for the purpose of preparation of affidavits; the selected firms shall not be permitted to directly contact the committee members prior to or immediately following the interview process.

Review committee members will similarly be required to submit affidavits relating to their relationship(s) with potential contractors, prior to interviews or other further consideration by the review committee.

## **2. School Building Committees**

In the case of a School Building Committee as defined in Sections 18-131 through 18-136 of the City Code of Ordinances, the selection of an architect shall be made by the School Building Committee in accordance with review criteria set forth in these policies; except that the Purchasing Agent and departmental staff shall serve in an advisory capacity to the School Building Committee. Said selection shall be forwarded to the City Council for subsequent approval.

## **E. Review / Evaluation**

### **1. General Guidelines**

Formal documented review criteria shall be developed for any RFP where cost is not the sole selection criteria. Such criteria shall be objective in nature (factual or tangible) to the greatest extent possible. Subjective criteria may be considered where objective measures are not available, as long as the nature of such criteria's use is identified in advance and without consideration to any one result or to any one firm. Cost shall be included as a factor, except when in conflict with applicable state or federal guidelines.

Review criteria shall be listed within the content of the RFP; an abbreviated format may be included in lieu of a specific separate section or document.

### **2. Preliminary Review**

Prior to the release of proposals to the review committee, the Purchasing Agent shall determine responsiveness to the RFP; such review shall include, but not be limited to, completion as to form, contractual conditions, or predetermined advance screening criteria.

### **3. Cost Considerations**

Cost shall be a component of the review criteria, in one of three potential methods:

- a. Designation of a specific points value to the cost can be made, with equal consideration as made for other criteria.
- b. Cost may be applied to other criteria after proposals are assigned a points value, as a separate factor, using the following formula:
  - i.  $\frac{\text{The lowest cost proposal}}{\text{the number of points earned in other criteria}}$ , times the vendor's cost proposal.
- c. Cost may be applied as a points value in relation to other costs, using the following formula:
  - $\frac{\text{The lowest cost proposal}}{\text{predetermined value of points}}$  divided by the vendor's cost proposal, times a

The first and third criteria methods are similar models, with comparison of the fee schedule done in context to other proposals. The second method may be applied when costs are substantially dissimilar and budget considerations are equal in weight to other criteria.

## F. Interviews

The evaluation committee and/or the chairman have the option to hold interviews with any part (or all) of the responding firms, if such a conference is deemed necessary to clarify or verify the contents of the proposal and the representations made therein. Interview conferences are designed for the evaluation committee's objectives only, in order in to obtain information in an impartial and objective manner.

If a question/interview is determined necessary, the Purchasing Department will make and chair the conference.

Such proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. An interviewed firm may be required to document an answer, if such written clarification is determined to be in the best interest of the City.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers.

Inspection of a firm's facilities or projects completed by said firm is permissible, if done in a manner consistent to all review committee members and firms.

## G. Selection and Award Considerations

### 1. Selection

The entire committee shall be responsible for computing and verifying all cost and point elements for each proposal being considered.

After all evaluations have been completed, the evaluation form and documented rationale for assignments of the points are to be finalized by each member and presented to the chairman. Although the scoring of points may be subject a degree of relative subjectivity, the committee member's judgment must be based on fact as presented in the firm's proposal, question/answer conference, etc. A firm shall not be penalized due to lack of experience with the City agency itself, but shall be judged, among other considerations, on the relevancy of such experience and expertise wherever it occurred. Likewise, a firm shall not be given an unfair advantage of points simply because of a previous contractual relationship with the City. However, the relevance of such experience in terms of the scope of work may be considered. Points shall not be manipulated to overcome cost, but shall be assigned in an impartial and objective manner.

Effective May 1, 2025

Each committee member is entitled to one vote in recommending an award of a contract. The highest total score on each member's report form represents that member's vote.

## **2. Negotiation**

The Purchasing Agent is authorized to negotiate a contract with the selected firm, including scope clarifications made to the committee, contractual terms, and/or fees. In the event that he/she is unable to negotiate a satisfactory contract with said firm, negotiations with said firm shall be formally terminated, and negotiations may be commenced with the second most qualified firm.

## **3. Award**

The Purchasing Agent shall request authorization by the City Council, for the Mayor or his/her designee to execute any and all documents necessary to effect any resultant contract. The Purchasing Agent shall assemble materials necessary for said contract, and following review by the Office of Corporation Counsel, assist in subsequent execution of a contract.

## **H. Specialized Services**

### ***1. Feasibility Studies***

Certain projects require professional services to develop sufficient information and plans, to present the project in a complete and effective manner. The presentation of the project may be made before a committee, board, or council; the intent of the presentation is to formalize the project concept, obtain approval for the project, and to possibly secure funding for the project. This preliminary analysis and presentation is referred to as a feasibility study.

The selection of a firm to perform the feasibility study shall follow the guidelines outlined in Section 4 of this manual. Please note that approval of the project addressed in the feasibility study does not automatically ensure that the same firm will be retained to perform all professional services for the completion of the project. If the same firm is intended to perform the feasibility study and the subsequent architectural or engineering services, such intent must be clearly stated in the RFP for the feasibility study, and fee schedules are requested accordingly.

### ***2. Requests for Qualifications for Professional Services***

If mandated by the funding source for a designated project (e.g. C.G.S. 10-287), or if determined to be in the best interest of the City, the following method of selection may be used by the City of Bristol:

The Purchasing Agent shall issue a request for qualifications, describing the general type of work required to be completed by the architect or engineer. The document shall clearly define the review criteria (see Section 4.C.) and shall clearly define a set of minimum criteria; costs and/or fees are not to be considered as part of review. The review committee shall review the qualifications of all submittals received, and accept the qualifications of all firms it determines to be qualified for the work. Interviews may be conducted, if determined by the committee to be necessary, to further examine the qualifications of firms.

A specific scope of services will be sent to the list of qualified firms, and the qualified firms will be requested to submit a proposed schedule of costs for their services. The most responsible qualified proposer from these firms will be recommended for award of the contract.

### **3. Certain Exemptions for Professional Services<sup>38</sup>**

Any type of service to the public that requires members of a medical health, mental health, behavioral or legal profession rendering such service, obtain a license or other legal authorization as a condition precedent to the rendition thereof, limited to the professional services of attorneys-at-law, behavioral health specialists, psychiatrists, psychologists, licensed marital and family therapists, licensed professional counselors, licensed clinical social workers, physical therapists and occupational therapists, shall not be subject to competitive bidding, unless determined as relevant by the Board of Finance.<sup>39</sup>

Public Act 22-118 modified C.G.S. 10-287 to incorporate that a construction manager shall not be eligible to submit a bid for any construction trade element for school building construction receiving state assistance under C.G. S. 10-287.<sup>40</sup>

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<sup>38</sup> As approved by BOF April 27 2021

<sup>39</sup> As adopted by the Board of Finance April 2021

<sup>40</sup> As adopted by Board of Finance June 2022

## 5. Contracts Administration

### A. Authority

Section 16(d) of the Charter states that the Mayor shall sign all contracts. The Mayor shall sign contracts that have been approved by the City Council, and have been approved for form by the Office of Corporation Counsel.

The Mayor shall require prior review and approval by the following:

- Responsible Department, for technical content
- Board of Finance, for appropriation<sup>41</sup>
- Office of Corporation Counsel, for form

In cases of contracts considered minor in nature and in value, the Mayor may grant the authority to the Purchasing Agent. It shall be the responsibility of the Purchasing Agent to ensure that technical content, appropriation, and form are sufficient to protect the City's interests. Any authority granted by the Mayor shall be subject to biannual renewal (coterminous with the mayoral election), and may be revoked at any time by the Mayor.

### B. Form Guidelines and Considerations

The City of Bristol maintains three standard contract formats; one for construction, one for professional services, and one for routine service or supply contracts. A copy of each of these standard contract forms are attached hereto and made a part of this manual.

In addition to standard City contract forms, the City may execute other standard contract forms, providing that the Office of Corporation Counsel approves the form and accepts any revisions made to such documents. Any such contract form must incorporate the Invitation to Bid (or Request For Proposal), the vendor's response, and any subsequent documents that modify the scope of services.

### C. Standard Contract Clauses

The City of Bristol requires that any contract executed cannot include any language that conflicts of any of the following four clauses:

#### Indemnification

Any awarded firm agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the firm in the performance of this contract.

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

In the case of contracts involving professional services, the following language may be used:<sup>42</sup>

The awarded firm agrees to indemnify, defend and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from performance under this Agreement, except to the extent caused by the negligent acts of the City of Bristol, or its officers, agents, or employees.

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<sup>41</sup> Authority to sign contracts on behalf of the Board granted to Comptroller or Assistant Comptroller, October 2020

<sup>42</sup> As endorsed by Corporation Counsel April 9, 2007 and approved by Board of Finance June 2007.

**Collusion**

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

**Termination Provisions**

Subject to the provisions below, the contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the dated of termination, then this contract may be extended upon written approval by the City until said work or services are completed and accepted.

**A. Termination For Convenience**

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) Days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

**B. Termination For Cause**

Termination by the City for cause, default or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

**Non-Appropriation of Funds**

Please note that any contract executed by the City of Bristol, as a municipal government, is subject to the appropriation of funds on an annual basis.

**D. Modifications and Termination of Contracts**

1. Contract amendments shall be executed by the Mayor, following approval by the City Council. If the City Council approves a contract and the motion permits the Mayor to execute such contract and subsequent amendments, the Mayor may execute an amendment subject to the provisions noted in Subsection D.3.
2. For certain projects, the Mayor may appoint a Building Committee to oversee the construction or renovation of a City building (see Section 2.A). If the Mayor designates authority for contract administration to the Building Committee, then the Building Committee shall have the authority to approve amendments ("change orders"), subject to the provisions noted in Subsection D.3.
3. Contract amendments that 1) are 10% or greater than the original contract value, 2) are less than 10% of the contract value but combined with earlier amendments are 10% or greater than the original contract value, 3) exceed \$50,000.00, or 4) substantially alter the terms and conditions of the original contract; shall be treated as follows:
  - The governing board, committee, or commission shall approve the contract amendment.
  - The City Council shall approve the contract amendment.
  - The Mayor shall sign the contract amendment, and it shall be co-signed by the chair of the Board of Finance.

4. Contract amendments that do not meet the above criteria shall not require the approval of the City Council, but shall be approved by the governing board, committee, or commission.
5. Contract amendments cannot be approved in excess of appropriation made by the Board of Finance.
6. Routine maintenance or supply contracts requiring amendment, where such amendment is less than \$10,000.00, may be approved directly by the Purchasing Agent, with notification given to the Mayor of such amendment, subject to the requirements outlined in Section 5.A of this manual.

## 6. Specific Transaction Types

### A. Exempt Transactions

Certain transactions may be paid directly by the Comptroller's Office without the involvement of the Purchasing Department:

- Mileage reimbursements
- Reimbursement payments to property owners from the Bristol Development Authority for renovations and improvements, via HUD grants (with supporting documentation retained by the Bristol Development Authority)
- Tax refunds
- Adult Education or Parks program registration refunds
- Claims as submitted by Claims Department
- State license purchases from City Clerk's Office
- Hypertension benefits previously approved by the Personnel Department
- Reimbursements - Supplies (over \$25 requires written approval by Purchasing and Department head)
- Travel - Conference registration, airfare, hotel stays
- Food, Conferences, and Meetings (facility rentals may require purchase order)  
Payments made for meals may only be made with the prior approval of the Department Head and the Mayor, and must include a list of attendees as well as the business purpose of the meeting.

### B. Blanket Orders

In certain cases, a department may establish a blanket purchase order, in which the department may purchase contracted items from the vendor up to the dollar limit established on the blanket order. The Purchasing Agent designates the authority to purchase such items if, and only if, 1) a blanket order has been established 2) the vendor supplies items designated for purchase on the blanket order, and 3) the department maintains adequate controls to ensure that items purchased do not exceed the blanket order authority.

A purchase order cannot be changed by more than 50% of its original value, and cannot be changed more than three times.<sup>43</sup>

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<sup>43</sup> Approved by BOF April 2023

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**CITY OF BRISTOL**  
 Purchasing Department  
 111 North Main Street  
 Bristol, CT 06010

Contract Award Number \_\_\_\_\_  
 Date Awarded \_\_\_\_\_  
 Date Bid Opened \_\_\_\_\_

**CONTRACT AWARD**

Contract Description: \_\_\_\_\_  
 Contract Value: \_\_\_\_\_  
 Contract Term: \_\_\_\_\_  
 Delivery Requirements: \_\_\_\_\_

**NOTICE TO CONTRACTOR:** This notice of award is not an award to ship or provide services. Purchase orders against this contract will be issued on behalf of departments requiring materials or services. Do not ship without a purchase order.

**TAXES:** As a political subdivision of the State of Connecticut, the City of Bristol is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given special attention, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid F.O.B. Destination. No extra charge is to be made for packing or packages.

**TERMS:** The invitation to bid and the contractor’s response constitute the entire agreement.

**CONTRACTOR INFORMATION**

Name: \_\_\_\_\_ Munis ID: \_\_\_\_\_  
 Address: \_\_\_\_\_ Payment Terms: Net 30 Days  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**City Approval**

**Contractor Approval**

Signature \_\_\_\_\_  
 Printed name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Signature \_\_\_\_\_  
 Printed name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Description

Quantity UOM

Price

Extension

CONTRACT FOR PROFESSIONAL SERVICES  
BRISTOL, CONNECTICUT  
CONTRACT 2PXX-xxx  
[CONTRACT NAME]

This Agreement made this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 20XX, by and between the **City of Bristol**, a municipal corporation located in the County of Hartford and State of Connecticut, hereinafter termed "City", and **[Company name]**, a Connecticut company qualified to do business in the State of Connecticut, with an office at **123 Main Street, Anytown CT 06010** hereinafter termed "Consultant".

**WITNESSETH:**

**WHEREAS**, the City seeks to **[purpose of contract]**;

**WHEREAS**, the Consultant is to perform engineering services as needed and as requested by the City of Bristol, as outlined in the City of Bristol Request For Proposals 2PXX-xxx and the Consultant Proposal dated **[Proposal due date]**, representing that the Consultant is experienced and qualified to carry on such work;

**NOW, THEREFORE**, the City and the Consultant, for the consideration and in accordance with the terms and conditions hereinafter set forth, hereby agree as follows:

1. The Consultant hereby represents, warrants and covenants to the City as of the date hereof the following:
  - A. The undersigned representative of the Consultant has been authorized and empowered to execute this Contract by a Resolution of its Board of Directors.
  - B. The Consultant is experienced in the services required for the completion of services required within this contract, and the Consultant and its agents and employees are qualified to perform the duties contemplated under the Contract.
  - C. The Consultant employs and will maintain employment of during the term of the Contract, appropriate staff to complete the services outlined herein.
  - D. No statement of fact made by or on behalf of the Consultant in this Contract, in the Contract Specifications, or in any certificate or exhibit furnished to the City pursuant

hereto contains any untrue statements of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.

- E. The Consultant understands all the terms and conditions of this Contract, including the Contract Specifications, and hereby agrees to adhere to the Contract Specifications and attached Exhibits which are hereby made a part of the Contract.

2. EMPLOYMENT OF CONSULTANT:

The City hereby engages the Consultant and the Consultant hereby agrees to perform all of the services and furnish all of the records, materials, forms and supplies required by and in complete accordance with the City of Bristol's Request For Proposals ("RFP"), entitled 2PXX-xxx, a copy of which is attached hereto marked Exhibit A, and the Consultant's proposal dated [Proposal due date], a copy of which is attached hereto marked Exhibit B.

In the event that exhibits have different standards as to any performance requirement, the more stringent requirement shall prevail.

3. COMMENCEMENT AND COMPLETION:

- A. Following execution of this Contract, the Consultant shall commence work within five (5) working days from the date of an assignment of work, for which a purchase order shall be issued for said work assignment.
- B. The Consultant agrees to complete the work in accordance with the Contract Specifications set forth in Exhibits A and B.
- C. The Consultant agrees to adhere to the time schedule for the work as set forth in the Contract Specifications set forth in Exhibits A and B.

4. USE OF DOCUMENTS:

All files and/or drawings developed through this Contract shall be considered the property of the City of Bristol, whether or not an assignment is completed.

5. RESPONSIBILITIES OF THE CITY:

The City shall do the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs incident thereto:

- 5.1 Pay the Consultant in accordance with the terms of this Contract.
- 5.2 Designate in writing a person to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Contract. Such person will have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to the Consultant's services for the Project.
- 5.3 Assist the Consultant by placing at its disposal all available information pertinent to the work, including previous drawings or reports and, as applicable to the services, any other data relative to design or construction of a work assignment, all of which the Consultant shall be entitled to rely upon.

6. COMPENSATION:

The City agrees to pay to the Consultant the amount of **[amount in words] [amount in numbers]**, in accordance with amounts as outlined in Exhibit B, as compensation for the Consultant's services to be performed and the records, materials, forms and supplies to be furnished by the Consultant.

The Consultant and the City agree that payment for work completed shall be made within thirty days of performance of such services, or within thirty (30) days of receipt of properly executed invoice, whichever comes later.

Reimbursement for mileage and other associated travel costs that are solely relevant to travel to Bristol CT are specifically identified as not compensable.

7. INDEMNIFICATION:

The Consultant agrees to indemnify and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent

act, error or omission of the Consultant resulting from performance under this Contract, except to the extent caused by the negligent acts of the City of Bristol, or its officers, agents or employees.

8. INSURANCE:

The Consultant shall provide to the City a certificate of insurance, 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.

Additionally, the Consultant shall provide to the City a certificate of insurance reflecting the following coverage:

- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

The Consultant shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to an assignment, the Consultant shall maintain coverage for a reasonable period after the date of substantial completion of the project, as agreed to by the City and the Consultant. The Consultant shall provide renewed certificates of insurance to the City thirty (30) days prior to the expiration of a certificate.

Any sub-consultant to the Consultant shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

9. ASSIGNMENT OF CONTRACT:

The Consultant agrees that it shall not assign, transfer or sublet the Contract, or any interest or part therein, without first receiving written approval from the City, and further agrees that any

such assignment or transfer or subletting without prior written approval of the City shall, in every case, be null and void, and further agrees that such approval by the City shall not release the Consultant from any responsibility or liability as set forth in this Contract and the Contract Specifications.

10. TERMINATION:

A. *TERMINATION BY THE CONSULTANT*

If the City fails to make payment as provided in Section 5.1 for a period of 30 days, the Consultant may, upon seven additional days' written notice to the City, terminate the Contract and recover from the City payment for work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

B. *TERMINATION BY THE CITY FOR CAUSE*

The City may terminate the Contract if the Consultant

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Consultant and its Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exists, the City may, without prejudice to any other remedy the City may have and after giving the Consultant seven days' written notice, terminate the Contract and take possession of all materials prepared by the Consultant relative to this contract and may finish the work by whatever reasonable method the City may deem expedient. During the seven day notice period, the Consultant shall have the option to present to the City a plan to remedy the notice for termination for cause, which may be accepted by the City at its sole discretion. Upon request of the Consultant, the City shall furnish to the Consultant a detailed accounting of the costs incurred by the City in finishing the work.

When the City terminates the Contract for one of the reasons stated above in this section, the Consultant shall not be entitled to receive further payment until the work is finished.

C. *TERMINATION BY THE OWNER FOR CONVENIENCE*

The City may, at any time, terminate the Contract for the City's convenience and without cause, upon thirty (30) days' advance notice. Under such circumstances, this Agreement shall terminate on the date set forth in the notice from the City. The Consultant agrees to immediately prepare to cease performing all services on the date of termination and shall otherwise cease, to the extent practicable, incurring costs chargeable to the City under this Contract as of the date of termination. To the extent that the City elects (and Consultant hereby grants to the City the right to elect to do so in connection with termination of this Contract) to take legal assignment of subcontracts, the Consultant shall, as a condition of receiving the payments referred to in this Article and otherwise under this Agreement, at the City's sole cost and expense, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Consultant, as the City may require for the purpose of fully vesting in the City the rights and benefits of the Consultant under such subcontracts. In the event an attempted termination by the City or excuse is not justified, it shall be deemed a termination under this Paragraph. The Consultant shall be entitled to receive payment for work executed, and costs incurred by reason of such termination of convenience, along with reasonable overhead and profit on the work not executed.

11. SEVERABILITY:

In the event that any part of any clause or provision of the Contract or Contract Specifications as set forth in Exhibits A and B are judicially determined to be invalid or unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to this Contract.

12. WAIVER:

No action or failure to act by the City shall constitute a waiver of any right or duty afforded it under the Contract or Contract Specifications, nor shall it prohibit the City from future exercises of any such right.

13. ENTIRE AGREEMENT:

This Contract, including Exhibits A and B, contains the complete and entire agreement between the parties and may not be modified or amended except in a writing executed by the parties hereto.

14. GOVERNING LAW:

This Contract shall be interpreted and governed under the laws of the State of Connecticut and by the courts of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

\_\_\_\_\_th day of \_\_\_\_\_, 20XX.

Signed in the presence of:

CITY OF BRISTOL

\_\_\_\_\_ By \_\_\_\_\_  
[Name], its Mayor

Signed in the presence of:

[Company name]

\_\_\_\_\_ By \_\_\_\_\_  
[Name]  
[Title]

This Contract was approved by vote of the City Council of Bristol, Connecticut, on the \_\_\_\_\_th day of \_\_\_\_\_, 20XX.

\_\_\_\_\_  
Therese Pac  
City Clerk

Approved as to form:  
CORPORATION COUNSEL

Approved as to Technical Content:  
PUBLIC WORKS DEPARTMENT

By \_\_\_\_\_  
Corporation Counsel

By \_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Appropriations:  
BOARD OF FINANCE, CITY OF BRISTOL

By \_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

STATE OF CONNECTICUT                    )  
  )        ss. Bristol  
COUNTY OF HARTFORD                 )

On this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20XX, before me, the undersigned officer, personally appeared **[Name]**, who acknowledged himself/herself to be **the Mayor of the City of Bristol**, a municipal corporation, and that he/she, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Mayor of the City of Bristol.

IN WITNESS WHEREOF, I have hereunto set my hand.

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT                    )  
  )        ss. Bristol  
COUNTY OF HARTFORD                 )

On this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20XX, before me, the undersigned officer, personally appeared **[Name]**, who acknowledged himself/herself to be **[Title]** of **[Company name]** a corporation, and that he/she, as such **[Title]**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **[Title]**.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Notary Public

## CONSTRUCTION CONTRACT

**THIS AGREEMENT**, made and concluded by and between the **City of Bristol**, a Municipal Corporation organized and existing under the laws of the State of Connecticut, acting herein by its Mayor, duly authorized, hereinafter designated the "City", party of the first part and **[Company Name]**. (being the party named in the attached copy of the Proposal), hereinafter designated the "Contractor", party of the second part.

**WITNESSETH**, that said Contractor has agreed, and by these presents does for its, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said City for the consideration hereinafter mentioned and contained, and under the penalty expressed in Bonds hereunto annexed, that said Contractor shall and will, at his, its, or their own proper charge, costs and expense do and perform all the work and furnish all materials and labor necessary or proper, and build in good, firm and in substantial manner, with appurtenances of every kind complete in accordance with this Contract and the specifications which are a part hereof, and in accordance with such further plans and directions as have been made or may be made from time to time the work referred to as "**Contract 2CXX-xxx [contract name]**" in the amount of **[Contract amount in words] ([Contract amount in number format])**.

All to be in accordance with the terms of the Proposal for said work submitted to the City of Bristol on **[bid due date]** and accepted by said City on **[council approval date]** and made a part of this Contract.

The Instructions to Bidders, the Bid Proposal, General Provisions, the Specifications, together with Special Provisions, Addenda and the Bonds and any and all additions which may be inserted or attached to any or all of the sections listed above, together with the drawings named in the Instructions to Bidders are made a part of this Contract. The general features of said work are shown in the drawings referred to above which are made a part of this Contract. The Engineer shall furnish the Contractor with additional plans as may be necessary to show the details of construction, which are to be considered as illustrating the requirements and specifications set forth in this Contract and are to be followed by the Contractor in carrying out the work done hereunder. All work is to be performed under the direction and inspection of the City Engineer who shall interpret the intent and methods described in the plans and specifications.

The Contractor agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of C.G.S. 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**The City of Bristol, Connecticut**

By: \_\_\_\_\_  
**Mayor [name]**

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**[Contractor Name]**

By: \_\_\_\_\_  
**[Officer name, Title]**

This Contract was **approved by vote of the City Council** of Bristol, Connecticut on the \_\_\_\_ day of \_\_\_\_\_, 20XX.

\_\_\_\_\_  
City Clerk

**Approved as to Form**  
Office of Corporation Counsel

By \_\_\_\_\_  
\_\_\_\_\_ 20XX

**Approved as to Technical Content**  
Department of Public Works

By \_\_\_\_\_  
\_\_\_\_\_ 20XX

**Approved as to Appropriations**  
Board of Finance, City of Bristol, Connecticut

By \_\_\_\_\_  
\_\_\_\_\_ 20XX



**MINUTES OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS**

At a Special Meeting of the Board of Directors of \_\_\_\_\_ held at the office of

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(Address) (City) (State)

on \_\_\_\_\_, 20XX  
(day) (date)

the following business was transacted:

It was duly voted that \_\_\_\_\_  
[OFFICER NAME] [OFFICER TITLE]

is hereby authorized on behalf of the Corporation to execute the Contract entitled

[CONTRACT NUMBER AND NAME]

between \_\_\_\_\_ and the City of Bristol.  
[COMPANY NAME]

The said [OFFICER NAME] is hereby authorized to sign this Contract and all other documents on behalf of the Corporation necessary to effectuate said Contract. Any and all actions in said capacity shall be binding on the Corporation and its assets.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
Secretary

**WAIVER OF NOTICE OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS**

The undersigned, being all of the Board of Directors of [COMPANY NAME]

hereby waive written notice of a Special Meeting of the Board of Directors to be held at the Office  
of \_\_\_\_\_

on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONSTRUCTION CONTRACT

**THIS AGREEMENT**, made and concluded by and between the **City of Bristol**, a Municipal Corporation organized and existing under the laws of the State of Connecticut, acting herein by its Mayor, duly authorized, hereinafter designated the "City", party of the first part and **[CONTRACTOR NAME]** (being the party named in the attached copy of the Proposal), hereinafter designated the "Contractor", party of the second part.

**WITNESSETH**, that said Contractor has agreed, and by these presents does for its, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said City for the consideration hereinafter mentioned and contained, and under the penalty expressed in Bonds hereunto annexed, that said Contractor shall and will, at his, its, or their own proper charge, costs and expense do and perform all the work and furnish all materials and labor necessary or proper, and build in good, firm and in substantial manner, with appurtenances of every kind complete in accordance with this Contract and the specifications which are a part hereof, and in accordance with such further plans and directions as have been made or may be made from time to time the work referred to as "**2CXX-xxx PROJECT NAME**" in the amount of \_\_\_\_\_ Dollars and \_\_\_\_ cents (\$XXX,XXX.xx).

All to be in accordance with the terms of the Proposal for said work submitted to the City of Bristol on **[date]** and accepted by said City on **[date]** and made a part of this Contract.

The Instructions to Bidders, the Bid Proposal, General Provisions, the Specifications, together with Special Provisions, Addenda and the Bonds and any and all additions which may be inserted or attached to any or all of the sections listed above, together with the drawings named in the Instructions to Bidders are made a part of this Contract. The general features of said work are shown in the drawings referred to above which are made a part of this Contract. The Engineer shall furnish the Contractor with additional plans as may be necessary to show the details of construction, which are to be considered as illustrating the requirements and specifications set forth in this Contract and are to be followed by the Contractor in carrying out the work done hereunder. All work is to be performed under the direction and inspection of the City Engineer who shall interpret the intent and methods described in the plans and specifications.

The Contractor agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20XX.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**The City of Bristol, Connecticut**

By: \_\_\_\_\_  
**Mayor [name]**

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**[Contractor Name]**

By: \_\_\_\_\_  
**[Officer name, Title]**

This Contract was **approved by vote of the City Council** of Bristol, Connecticut on the \_\_\_\_ day of \_\_\_\_\_, 20XX.

\_\_\_\_\_  
City Clerk

**Approved as to Form**  
Office of Corporation Counsel

By \_\_\_\_\_  
\_\_\_\_\_ 20XX

**Approved as to Technical Content**  
Department of Public Works

By \_\_\_\_\_  
\_\_\_\_\_ 20XX

**Approved as to Appropriations**  
Board of Finance, City of Bristol, Connecticut

By \_\_\_\_\_  
\_\_\_\_\_ 20XX





**WAIVER OF NOTICE OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS**

The undersigned, being all of the Board of Directors of [COMPANY NAME]

hereby waive written notice of a Special Meeting of the Board of Directors to be held at the Office  
of \_\_\_\_\_

on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Bristol, Connecticut**  
**INSTRUCTIONS FOR REQUESTING PAYMENTS ELECTRONICALLY**



Thank you for your interest in the Comptroller's Vendor Direct Deposit (ACH) Program. Attached please find the Vendor Direct Deposit (ACH) Election Form for companies.

Please provide a completed Form W-9 (Request for Taxpayer Identification Number and Certification). This is a federal form that certifies the Taxpayer Identification Number (Federal Employer Identification Number or Social Security Number). This form allows us to make sure that the information recorded in our Vendor File is current. You may access a fillable version of the form at [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf).

If the account type is a checking account, attach a voided check or a deposit slip to the Vendor Direct Deposit (ACH) Election form. For accounts which you do not write checks from, please include a letter from your bank which shows the ABA routing number, account number, and the name(s) on the account.

You must inform the City of Bristol of any changes to the information provided in writing to the below address or by email to [purchasing@bristolct.gov](mailto:purchasing@bristolct.gov).

Please return completed forms to:

**City of Bristol**  
**Purchasing Department**  
**111 North Main Street**  
**Bristol CT 06010**

Please note that the City has the ability to provide access to a secure portal for provision of confidential materials; please contact us for more information or to set up access to the portal.

If you choose to participate in this program:

- Altered forms will not be accepted. One form of account verification (Voided Check, Deposit Slip, Bank Letter) must be submitted with this form. A completed and signed W-9 must accompany this form or already be on file with the City of Bristol.
- Upon approval, all vendor payments to you from the City of Bristol that are issued by the City of Bristol's Comptroller's Office will be deposited electronically to the bank account you designate.
- Remittance information will be sent via email to the email address of your choice. Additionally, your financial institution may provide you with addenda information at the time of deposit. Contact your financial institution for more information on receiving electronic addenda.
- Your financial institution's ability to receive payments from us and properly credit your account will be verified with the transmission of a test transaction to your account. Failure to follow these instructions may delay your participation in this program.
- Changes to your bank account information can only be authorized by the individuals listed on the Vendor Direct Deposit (ACH) Election Form. To request changes to the authorized individuals, please contact the Purchasing Department at [purchasing@bristolct.gov](mailto:purchasing@bristolct.gov).
- To process a change to your destination account number or financial institution, you will need to submit another application package with the new information. Changes may take up to a week from receipt of the form. To stop payment to a closed account, immediately contact the Purchasing Department at [purchasing@bristolct.gov](mailto:purchasing@bristolct.gov).
- When contacting us by email, always include ACH(EFT) in the subject line.

Thank you for your interest in this program.



**Part 1 Vendor Information**

Business Name: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Ext: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Remittance email: \_\_\_\_\_

**Please list below the name of the individual(s) who are authorized to make changes to the bank account information.**

Name	Phone	Email Address
_____	( ) _____	_____
_____	( ) _____	_____

**Part 2 Account Information**

New account       Update existing account

Bank Name: \_\_\_\_\_

Routing & Transit # (ABA#): \_\_\_\_\_

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

Account Type:

Checking       DDA Checking  
 Savings       DDA Savings  
 Money Market Savings Account

Account Change

If you are already enrolled and are changing accounts enter the last four digits of the old account below.

\_\_\_\_\_

I hereby authorize the City of Bristol (hereinafter "City") to electronically deposit any payments made through the City of Bristol's Comptroller's department to the bank account specified above. This authorization is to remain in full force and effect until the City has received written notification from me of its termination in such time and manner as to afford the City and the bank named above a reasonable opportunity to act upon it. In the event that the City notifies the bank that funds have been deposited to the company's account in error, I hereby authorize the City of Bristol to initiate a reversal of the payment in accordance with National Automated Clearing House Association (NACHA) regulations and direct the bank to return said funds to the City as soon as possible. In the event that for any reason, the bank is unable to return said funds to the City, I hereby authorize the City to recover those funds by any of the following methods: (1) deducting the amount of said funds from any future payments from the City until the amount of erroneous deposit has been recovered in full; (2) making written demand on the company for return of said funds, in which case the company hereby agrees to return said funds in full to the City within two (2) weeks of receipt of such written demand; or (3) any combination of methods (1) and (2) above. The company further agrees that if such funds are not repaid to the City, the company will be liable for all costs of collection, including reasonable attorneys' fees incurred by the City in the collection of such funds, together with the maximum interest permitted by law.

**I have read, understand, and agree to the above statement.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This form along with a completed IRS Form W-9 and a voided check or preprinted deposit slip can be submitted by:  
Email – [purchasing@bristolct.gov](mailto:purchasing@bristolct.gov) or US mail to the address below.  
City of Bristol, Attn: Purchasing Department, 111 North Main Street, Bristol CT 06010

**FOR INTERNAL OFFICE USE ONLY:**

Date Received: \_\_\_\_\_ Initials \_\_\_\_\_ Vendor number: \_\_\_\_\_ Remit \_\_\_\_\_ Munis bank code \_\_\_\_\_  
Treasurers       Comptrollers       Purchasing



**City of Bristol, Connecticut  
Procurement Card Application**

Cardholder Name

Department

Work Phone Number

Email Address

Employee ID

Cardholder Signature

Date

**Departmental Approval**

Department Head Signature

Date

MUNIS Accounting Code\*\*

\*\*Transactions against this card will automatically be charged to this account. Charges may be applied to other accounts as directed.

**Application Approval**

Purchasing Agent Signature

Date

Card number issued (last 8 digits)

Comptroller Signature

Date

Card Expiration Date

Monthly Spending Limit

10,000.00

Daily Spending Limit

5,000.00

Single Purchase Limit

3,000.00

Daily Transactions Limit

n/a

MCC Grouping

City of Bristol, Connecticut  
Procurement Card User Agreement

The City of Bristol presents you with a **MasterCard Purchasing Card**. This card represents the City's trust in you and our willingness to empower you as a responsible employee of the City and its belief in your ability to safeguard and protect its assets.

I, \_\_\_\_\_, hereby acknowledge receipt of a City of Bristol Purchasing Card. As the holder of a Purchasing Card, I understand and accept the responsibility for the proper use and protection of same as outlined in this agreement and I have read, understand and agree to the terms in the User Manual.

**I agree to use the card for official City purchases only, and understand that all my purchases will be consistent with all City policies and procedures. I will not use it for personal purchases of any kind, nor will I loan my card to other individuals.** Additionally, I agree to maintain proper supporting documentation for all expenses and/or purchases.

Upon receipt of the monthly statement, I agree to review, reconcile and attach all documentation to the statement. Furthermore, I will resolve any issues regarding my statement and will ensure that the statement amount agrees with my documentation. I will maintain my records in a manner that allows for timely retrieval by internal/external auditors.

When using the card for general purchases, I agree to purchase only approved purchases as identified in the User Manual, and will utilize City and State contract vendors whenever possible.

When using the card for travel, I agree to follow City of Bristol travel policies, and I also agree to use the card only for approved travel expenses.

I understand that use of a Purchasing Card for purchases deemed inappropriate may result in disciplinary action, up to and including dismissal, personal liability for improper charges, and loss of my cardholder privileges. I acknowledge that I will be responsible for the re-payment of any charges deemed inappropriate by direct reimbursement and/or payroll deduction based upon official notification of such. This responsibility may continue beyond termination of employment and may include any associated legal fees.

I understand that the City of Bristol may terminate my right to use a credit card at any time for any reason. I agree to return the credit card to the Purchasing Agent immediately upon request or upon termination of employment.

Cardholder Signature	_____
Cardholder Printed Name	_____
Cardholder Department	_____
Date	_____



**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 Connecticut

Purchasing Department  
111 North Main Street  
Bristol, CT 06010

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

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

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											
<b>TOTALS ABOVE</b>											

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

# City of Bristol Connecticut Employee / Independent Contractor Classification



The information provided below will assist the City in determining whether the individual performing the service will be classified for federal, state, and FICA tax purposes as an employee of the City or as an independent contractor.

<b>I. Individual Information</b>		
_____	_____	_____
(individual's name)	(social security number)	(brief description of services)
	from _____	to _____
	(start date of service)	(expected end date of service)
_____	_____	_____
(department)	(form preparer name)	(date)

<b>II Definition of Relationships with the City</b>	YES	NO
A. Is it currently expected that the City will hire this individual as an employee immediately following the termination of his/her services requested herein?	_____	_____
B. During the twelve (12) months prior to the date on which these services are expected to commence, did the individual serve as an employee and provide the same or similar services?	_____	_____
<i>If the answer is "YES" to either of these questions, the individual should be classified as an employee and paid via the payroll process.</i>		
C. Does this individual currently work for the City as an employee? <i>If yes, please attach narrative how services proposed to be provided are distinct from and not associated with primary employment. If the services proposed to be provided are not distinct from and are in any way associated with primary employment, the individual shall not be classified as an independent contractor for said services.</i>	_____	_____

<b>III Performance of Services</b>		
A. Does the individual provide the same or similar services to other entities or to the general public as part of a trade or business?	_____	_____
	Treat as Contractor	Go to B
B. Will the department provide the individual with specific instructions regarding performance of the required work rather than rely on the individual's expertise?	_____	_____
	Treat as employee	Go to C
C. Will the City set the number of hours and/or days of the week that the individual is required to work, as opposed to allowing the individual to set his/her own work schedule?	_____	_____
	Treat as employee	Treat as Contractor

I certify that to the best of my knowledge, the above information is accurate and represents a true assessment of services requested to be rendered, and further certify that I have reviewed the IRS guidelines attached herein prior to completion of this form.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

**City of Bristol Connecticut  
Confirmation of Independent Contractor Status**



You have been requested to provide services to or on behalf of the City of Bristol and/or the Bristol Board of Education.

In providing these services to the City of Bristol, you are performing said services as an independent contractor/sole proprietor.

Separately from provision of this document, you may additionally be requested to provide a Form W-9 Request for Taxpayer Identification Number and Certification, for subsequent annual issuance of an IRS 1099 Earnings Statement (if more than \$600.00 is paid to you annually as an independent contractor/sole proprietor, the City is obligated to issue said earnings statement).

**Individual Information**

\_\_\_\_\_  
(individual's name)                      \_\_\_\_\_  
(social security number)                      \_\_\_\_\_  
(brief description of services)

for \_\_\_\_\_                      from \_\_\_\_\_                      to \_\_\_\_\_  
(department)                      (start date of service)                      (expected end date of service)

I hereby certify that I, as an independent contractor providing services either to the City or on behalf of the City, agree to defend, indemnify and hold harmless the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by a negligent act, error or omission of myself as an independent contractor, resulting from the performance of duties on behalf of the City.

I further certify that I am acting as a sole proprietor as defined in C.G.S. 31-275(10), and that in accordance with Chapter 568 of the Connecticut General Statutes (Workers' Compensation Act), I acknowledge that I am excluded from filing any claim for workers' compensation against the City of Bristol.

I further certify that work performed under this contract to the City of Bristol as a sole proprietor does not contribute to eligibility for receipt of benefits through unemployment insurance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



7. Parties to and Construction of Contract: This Agreement shall be executed in duplicate and shall take effect as a sealed instrument. It sets forth the entire contract between the parties. It is binding upon and insure to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. The captions are used only as a matter of convenience and neither to be considered a part of this Agreement nor to be used in determining the intent of the parties to it. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

**IN WITNESS WHEREOF**, the parties hereunto have set their hands and seals the day and year first above written.

SELLER:

BUYER:

CITY OF BRISTOL

[Buyer Name]

\_\_\_\_\_  
By \_\_\_\_\_, Mayor  
Duly Authorized by a vote of the  
City Council on \_\_\_\_\_

\_\_\_\_\_  
By [Buyer Name]



# Purchase Order Change Request

City of Bristol CT  
Purchasing Dept

Purchase order number: \_\_\_\_\_ FY \_\_\_\_\_  
Vendor Number: \_\_\_\_\_  
Vendor Name: \_\_\_\_\_

Please change line item number \_\_\_\_ as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Munis Account:	_____	_____	_____	Orig Amount	\$ _____
	Org	Object	Project		
				Revised Amount	\$ _____

Add line item(s) as follows:

Qty	_____	UOM	_____	Unit Price	_____
Description	_____				

Munis Account:	_____	_____	_____	Orig Amount	\$ _____
	Org	Object	Project		
				Revised Amount	\$ _____

Other changes: \_\_\_\_\_  
 \_\_\_\_\_

Munis Account:	_____	_____	_____	Orig Amount	\$ _____
	Org	Object	Project		
				Revised Amount	\$ _____

THIS CHANGE ORDER IS ONLY VALID WHEN  
ENDORSED BY THE PURCHASING AGENT.

Prior PO Amount \_\_\_\_\_

Amount of change \_\_\_\_\_

Requester \_\_\_\_\_

Total New Amount \$ \_\_\_\_\_

Department Head \_\_\_\_\_

Date: \_\_\_\_\_

Purchasing Agent \_\_\_\_\_

Date: \_\_\_\_\_

BOE Business Mgr \_\_\_\_\_

Date: \_\_\_\_\_

## Section 1. General Provisions

### Article D Federal procurement Standards

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Federal Procurement Standards Regulations 2 CFR 200.317 through 200.326, *Procurement Standards* shall be incorporated herein by reference to the Administrative Services Procedures - Purchasing Policy. (Please see Federal Procurement Standards Policy and checklist).

This Article incorporates updates from the 2018 National Defense Authorization Act (NDAA) enacted on December 12, 2017 effective upon the issuance of OMB Memorandum M-18-18 issued June 20, 2018.

#### § 200.317 - Procurements by states.

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When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

#### § 200.318 - General procurement standards.

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- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in

which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

## **§ 200.319 - Competition.**

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(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

## **§ 200.320 - Methods of procurement to be followed.**

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The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§ 200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

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## **§ 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

## **§ 200.322 - Procurement of recovered materials.**

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A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]