

**Request for Proposals  
2P19-087**

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

**Defined Contribution Plan Consulting Services**

All submissions shall be made in accordance with the materials supplied by

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



Submissions will be received until **1:00 pm, February 21, 2019.**

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

**City of Bristol, Connecticut**  
**Request for Proposals 2P19-087**  
**Defined Contribution Plan Consultant**

The City of Bristol, Connecticut is seeking to retain the services of a consulting firm to perform a review of the City's Defined Contribution plans and provide ongoing advisory services to employees. Qualifications submission documents are available from the

City of Bristol Purchasing Department  
111 North Main Street Second Floor  
Bristol CT 06010

between the hours of 8:30 am and 5:00 pm Monday through Friday exclusive of holidays, or by downloading from the website noted below.

Qualifications will be accepted by the Purchasing Department until **February 21, 2019 at 1:00 pm**. Submissions received after this date and time will not be considered. The City reserves the right to waive any informalities in any submission, to reject any and/or all submissions, and to accept the qualification(s) that in its judgment is in its best interest. Each submission shall contain one original and five (5) printed copies as well as one digital copy (via USB drive containing single pdf file or similar standard readable format), and shall be in a sealed envelope or package clearly identified as "**RFP 2P19-087 Defined Contribution Plan Consultant**" delivered to the address noted above.

The selected 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.

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**City of Bristol, Connecticut  
Request for Proposals**

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## REQUEST FOR PROPOSALS CITY OF BRISTOL, CONNECTICUT

### I. GENERAL INFORMATION

#### I.1 INTRODUCTION

The City of Bristol (“City”) offers its employees voluntary Defined Contribution plans (“DC Plans”). In order to carry out its responsibilities as fiduciaries for these plans to make decisions and offer choices that are in the best interests of the participants, the City is seeking to retain the services of a consulting firm to perform a review of the current Defined Contribution Plans offered by the City.

Currently the city offers six (6) 457 Defined Contribution Plans to its employees. The DC Plans currently have 558 participant accounts with approximately \$36.5 million invested. The City does not contribute to these plans as they are purely voluntary on part of the employee. Contributions are processed as part of the City’s weekly payroll, though the intent is to convert to a bi-weekly payroll within the next twelve months.

The City plans currently offered are:

ICMA  
Beirne Wealth Consulting (K Trade)  
AXA Equitable  
Voya  
Mass Mutual  
Nationwide

Each administrator provides plan administration and record keeping services, as well as education and communication services for their respective plans.

To assist the City in meeting its fiduciary responsibility the City is seeking proposals from consultants to review the plans, investment options offered, fees, and the plan participant education process, specifically as it relates to investments. The City may retain the consultant on a long term basis to assist review of the plans and provide ongoing education.

## I.2 SCOPE OF SERVICES

### A. PERFORMANCE MEASUREMENT SERVICES

The Consultant shall provide the following performance measurement services for the Plans:

- J Review all DC Plans and provide report on performance of the current investment options relative to their appropriate benchmarks and peer groups.
- J Identify under-performing investment options and develop and/or recommend a list of appropriate alternatives for the City to review and approve, if appropriate.
- J Review expense ratios, fees and revenue sharing rates for funds within the 457 Plans to ensure that the expense ratios, fees and revenue sharing rates are within a reasonable range as compared to other funds in the same asset classes.
- J 457 investment options – provide input and advice to the City with respect to the offered plans and investment options. Advise the city with respect to requests to the plan administrator for changes to the investment option menu, if appropriate.

### B. GENERAL CONSULTING SERVICES

The Consultant may be requested to provide, including but not limited to, the following general consulting services:

- J On an ongoing basis, continue review of DC Plans and quarterly report on performance of current investment options; identify under-performing investment options; and review expense ratios, fees and revenue sharing rates for fund investments within the 457 DC Plans comparing to other funds in the same asset classes.
- J Assist the Plans, using the Consultant's knowledge of "best practices," in the preparation of procedures, policies, manuals, forms, Plan documents, and other important documentation for City consideration and approval, if appropriate. Ongoing updates of these documents will also be expected to be prepared in reaction to legal and economic changes.
- J Keep the City and its staff informed related to current and proposed changes in laws, regulations, ordinances, etc.; consult with City and City staff regarding actions to be in compliance.
- J Assist the Plans in analyzing and identifying the need for new or enhanced services including the development of Requests for Proposals (RFPs) and/or Requests for Qualifications (RFQs); and provide input regarding potential Plan and/or contract amendments and procedures related to such services.
- J Review education materials and the delivery systems used for said training currently available to the Plans' participants. Recommend changes to ensure that materials are complete and

accurate.

- ) Annually meet with plan participants to review plan and investment choices.
- ) Advise the City on the impact to the Plans of tax law changes and any other legislation related to the Plans.
- ) Attend required meetings to be held in Bristol with City staff that may include the Mayor, Comptroller, and/or Director of Human Resources.

### **I.3 TERM OF SERVICE**

The selected firm or individual will be expected to commence services on or before July 1, 2019 subject to contract execution. The City reserves the right to cancel the contract at any time, with 30 days' notice.

Performance under this contract resulting from this RFP may be terminated by the City of Bristol whenever the proposer in the sole opinion of the City is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default or the contracting officer shall determine that termination is in the best interest of the City. Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- ) Stop all work
- ) Assign to the City of Bristol all rights, title and interest in the work being developed
- ) Deliver forthwith to the City of Bristol all completed work and work in progress
- ) Preserve and protect until delivery to the City all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Bristol or necessary to the completion of the work.

## II. SUBMISSION REQUIREMENTS

### II.1 SUBMISSION DUE DATE

Qualifications will be accepted at the City of Bristol Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010 until **February 21, 2019 at 1:00 pm**. Proposals received after that time will not be considered.

Proposals may be withdrawn 120 days after opening if no award has been made. Unless otherwise indicated, proposals that are submitted are assumed to be valid for one hundred twenty (120) days from the date that proposals are due.

The City will invite a short list of responding firms to prepare a formal proposal specific to each bridge. Firms selected for interviews will be based upon the City review of the submitted qualifications.

### II.2 FORMAT OF PROPOSALS

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the City's objectives.

All firms are required to submit a clearly marked original and five (5) printed copies of their proposal as well as a digital copy to the City of Bristol Purchasing Department, 111 North Main Street, Bristol CT. All proposals will be opened publicly and recorded as received. Proposers may be present at the opening however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked:

SEALED REQUEST FOR PROPOSAL  
DEFINED CONTRIBUTION PLAN CONSULTANT  
DATE: February 21, 2019  
TIME: 1:00 pm

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the City in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.

#### Profile of Proposer

1. Affirm that the proposer is a firm properly licensed or otherwise permitted to provide independent consulting services in Connecticut.
2. Indicate whether your firm is local, regional, national or international in the scope of its practice
3. Indicate the address of your home office.
4. Indicate the major national and regional organizations of which your firm or its principals are members
5. Indicate whether your firm has been the subject of any professional disciplinary action by federal, state government or by a professional association. If yes, describe the disciplinary actions.

6. Identify any municipal governments and public employee retirement systems that are comparable in size to the City Bristol for which your firm currently provides independent consulting services of type similar to that outlined in this request for proposals.
7. Describe your firm's professional development programs and any continuing professional education requirements imposed by your firm on professional services personnel. Identify specialized programs offered within your firm in the area of governmental services.
8. Identify the local office that would handle the City Bristol engagement, including Address and phone number. Identify the partner or other individual in charge of that office. Indicate the total number of professional staff personnel currently assigned to that office. If that office is not in Hartford County, describe how your firm's personnel assigned to the City Bristol would be available throughout the year for consultation or meetings.
9. Identify the government clients handled by that local office. Please indicate how many years your firm has been their independent consultants. For at least 3 of these clients provide
  - ) Services being provided
  - ) Name, address, and telephone number of the responsible official of the organization. (The City reserves the right to contact these organizations regarding the services performed by the firm.)
10. Include a sample of typical client communication document with client name redacted.
11. Include a list of any government clients located in Connecticut that have been lost in the last five years,
12. Detail the specific data your firm would require in order to complete the initial review and in what format the data needs to be transmitted.
13. Identify the professional staff from that local office and from any other offices of your firm who would be assigned to the City of Bristol engagement. Describe their roles and provide a brief description of their professional experience, including their experience designations, licenses, and membership that these individuals hold. Indicate the extent to which their governmental experience has been within the State of Connecticut. Indicate their participation in professional development programs in the governmental or non-governmental services area. Resumes may be included as an alternative.
14. Please provide any additional information about your firm that you believe will assist the City in making its selection.

### Minimum Requirements

To be considered, interested firms and individuals must satisfy the following minimum requirements:

- ) Have five (5) years or more of experience working with government defined contribution/deferred compensation plans
- ) Have municipal experience with three (3) or more accounts of cities similar in size to Bristol

### Proposed Approach

Describe, in narrative form, your proposed approach to this engagement, including time deadlines by which you would want information from the City, method of transmission of data from the City to your firm, turn-around time in preparing the report, quality controls within your firm with regard to reviewing the report prior to transmission, the format of a standard report (please attach examples).



## Fee

Complete the Fee Proposal Form (Attachment A).

Interested firms and individuals shall submit a detailed fee proposal based on a specific scope of services in a separate sealed envelope.

## **II.3 EVALUATION & SELECTION PROCESS**

This request for proposal does not commit the City of Bristol to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request for proposal become the property of the City of Bristol. The City of Bristol reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period, or to cancel in part or in its entirety the request for proposal, and to waive any informality if it is in the best interests of the City to do so.

Proposals and qualifications statements will be reviewed to determine a short list of individuals or firms to be invited for interview.

### Evaluation Criteria

Selection will be based on the vendor's ability to provide the requested services. Responses to the RFP and vendor selection will be evaluated according to the following criteria:

- ) Accuracy, overall quality, thoroughness and responsiveness to the City's requirements as summarized herein.
- ) Demonstrated understanding of the Scope of Services.
- ) The qualifications and municipal experience of the firm and the designated account executive and other key personnel to be assigned to the account.
- ) Demonstrated successful transition and performance on other municipal accounts.
- ) Recommendations from Municipal clients.
- ) Demonstrated flexibility, efficiency and timeliness in providing day to day service to municipal clients. Demonstrated ability to communicate effectively with client.
- ) Relevant background and experience of individual/team assigned to Bristol.
- ) Overall responsiveness and quality of response to RFP.
- ) Overall approach to providing services to the City.
- ) Fee structure.

Following review and evaluation of proposals, the City reserves the right to request certain additional information. Based on review and rating of proposals, a short list of respondents may be invited to interview with the City Selection Committee.

Based on the results of the interview process, the City will review Scope of Services, proposed fee structure, and other factors with the top rated firm(s) and negotiate a specific agreement and final fee based on these discussions.

## II.4 ADDENDA

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:

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

This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Roger D. Rousseau at (860) 584-6195 or at [rogerrousseau@bristolct.gov](mailto:rogerrousseau@bristolct.gov). No other Bristol City employee, elected official, or evaluation committee member should be contacted concerning this RFP during the proposal process. Failure to comply with this requirement may result in disqualification.

A summary of all questions and answers will be made available to each firm if such questions and answers might influence the award of the contract.

## II.5 TIMELINE

The following schedule is anticipated. The City intends to adhere to this schedule as closely as possible but reserves the right to modify the schedule in the best interest of the City as required.

Date RFP issued:	January 24, 2019
Submissions due:	February 21, 2019
Interviews of selected firms	(to be determined)
Recommendation of contract award	March 26, 2019

### III. CONTRACT CONSIDERATIONS

#### III.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age.

Findings of noncompliance with applicable State and/or Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

#### III.2 INDEMNIFICATION

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 the performance of this contract, except to the extent caused by the negligent acts of the City of Bristol or its officers, agents or employees.

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

#### III.3 INSURANCE

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol and the Bristol Board of Education 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.

In addition to the above, the awarded contractor shall provide a certificate of insurance in the minimum amounts as specified herein. 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.

- ) **Professional Liability** in an amount not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.
- ) **Worker's Compensation** as defined in the Connecticut General Statutes.

Further, the awarded contractor shall provide coverage for **Crime & Fidelity** as follows:

- Coverage A - \$1,000,000 Employee Theft
- Coverage B - \$1,000,000 Forgery & Alteration
- Coverage C - \$1,000,000 Theft of Monies & Securities
- Coverage D - \$1,000,000 Robbery & Safe Burglary

The above named Crime & Fidelity coverages shall provide third party coverage. The firm shall provide that the bonding company name the City of Bristol and Bristol Board of Education as Joint Loss Payee for purposes of this Contract.

#### Waiver of Subrogation

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the City. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the City.

#### Claims-Made Form

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the City thirty (30) days prior to each policy expiration.

#### Aggregate Limits

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the City. It is agreed that the Contractor shall notify the City with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay any applicable premiums.

#### Deductibles and Self-Insured Retentions

Contractor must declare any deductibles or self-insured retentions to the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

#### Notice of Cancellation or Nonrenewal

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Ten (10) days prior written notice shall be given for non-payment of premium.

#### Verification of Coverage

The Contractor shall provide the City with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies, at any time.

#### Failure to Purchase or Maintain Insurance

If the City or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

### Subcontractors/Subconsultants

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

### Statute of Limitations

The awarded firm shall maintain professional liability insurance and crime & fidelity coverage until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the City and the awarded firm.

### **III.4 AWARD CONSIDERATIONS**

The City may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of submittals, the City will be guided by consideration of the interests of the City.

Documents/reports/data resulting from work performed within this contract shall become the property of the City of Bristol.

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

**RFP 2P19-087**  
**ATTACHMENT A**

FEES:	
Initial Review	
Annual Consulting Fee	

Indicate your firm’s current hourly billing rates for all classifications of professional personnel for services that might be requested by the City that are beyond the scope of this engagement and identify how, if at all, these rates may be adjusted during the term of the engagement


Detail what Out of Pocket Expenses you may add to invoices


**REQUEST FOR PROPOSALS  
CITY OF BRISTOL, CONNECTICUT 06010**



**Request for Proposals 2P19-067  
Defined Contribution Consultant**

**Due Date: 1:00 pm, February 21, 2019**

City of Bristol  
Purchasing Department  
111 North Main Street, 2<sup>nd</sup> Floor  
Bristol, Connecticut 06010

In accordance with the City's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposals, is aware that the City reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual or corporate.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Town

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID #

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Fax Number

**RETURN THIS FORM IMMEDIATELY!**

City of Bristol, Connecticut  
Acknowledgment: Receipt of RFP Documents

RFP: **2P19-087**

Title: **Defined Contribution Plan Consultant**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit qualifications.

Date issued: January 24, 2019

Date documents received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Do you plan to submit a response? Yes\_\_\_\_ No\_\_\_\_

Print or type the following information:

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City or Town: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed acknowledgments are requested!**

**FAX (860)584-6171**

**A cover sheet is NOT necessary.**

**IMPORTANT: DO NOT FAX QUALIFICATIONS.**

**QUALIFICATIONS MUST BE SUBMITTED IN SEALED PACKAGES**





**CITY OF BRISTOL, CONNECTICUT  
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

**Please complete and sign**

Legal Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Employment Information Form



**City of Bristol**  
Workplace Analysis Affirmative Action Report  
Employment Information Form

Purchasing Department  
111 North Main Street  
Bristol, CT 06010

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

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

Purchasing Department  
111 North Main Street  
Bristol, CT 06010

Telephone Number:  
(860) 584-6195

Fax Number:  
(860) 584-6171

<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. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:  
<http://www.bristolct.gov/bids>
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the City after the time specified for opening of bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
7. 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.