

Form Pur. 1
 REQUEST FOR QUOTATION
 BIDS TO BE SUBMITTED TO:
 DEPARTMENT OF PURCHASES
 27 WEST MAIN STREET, ROOM 401
 NEW BRITAIN, CT 06051

Bid No. 3878

Issued: 11/30/2016

Page 1 of 15 Pages

Bid No. 3878

Date Submitted _____

Delivery: _____ days after receipt of order

Terms: Cash Discount _____ % 30 Days

Net Cash _____ Days

Bidder _____

Street _____

City _____ ST _____ Zip _____

Signature and Title

(Printed name of signer)

Bidder's Telephone Number _____

Bidder's Email Address _____

Prices Quoted Must be F.O.B. Various City Locations

New Britain, CT

Date of Bid Opening December 28, 2016 Time 11:00 AM

Delivery Required _____

Jack Pieper
 Purchasing Agent

Amount of Bid Bond None

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	PRICING
1	<p>FURNISH AND DELIVER ULTRA LOW SULFUR DIESEL FUEL WITH AN ADDATIVE DURING THE WINTER MONTHS OR ULTRA LOW SULFUR PREMIUM DIESEL FUEL AS PER THE ATTACHED SPECIFICATIONS FOR A PERIOD BEGINNING ON OR ABOUT JANAURY 01, 2017 AND ENDING DECEMBER 31, 2017.</p> <p>****PLEASE SUBMIT BIDS IN DUPLICATE****</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <ol style="list-style-type: none"> 1. Form Pur. 1 2. Notices to Prospective Bidders, Pages 12-13 3. Non Collusive Affidavit , Page 11 4. Completion of the W9, Page 14 <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>	<p>SUBMIT PRICING ON PAGE 9 & 10</p>

**IMPORTANT - READ CAREFULLY BEFORE MAKING BID: CONDITIONS, BID TERMS AND INSTRUCTIONS
CITY OF NEW BRITAIN CONNECTICUT -DEPARTMENT OF PURCHASES**

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in duplicate in sealed envelopes clearly identified with the appropriate bid number.
 2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the City after the date and time specified for bid opening, will not be considered. If any person contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, plans or other documents, he should submit a written request for an interpretation thereof to the City Purchasing Agent at least 10 days prior to scheduled bid opening. An interpretation of the bid invitation documents will be made only by addendum duly issued to each person receiving a bid invitation and/or holding plans. The City of New Britain will not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. Note regarding addenda: Addenda shall be mailed via certified mail to all vendors listed on the City's list of plan holders. Addenda will be made available to those vendors downloading specifications from a website at that same website.
 3. Prices should be stated in units of quantity specified, with packing and delivery to destination and all other incidental charges included.
 4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
 5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
 6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.
 7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.
- Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.
8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
 9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
 10. **Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) per cent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located with in the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars (\$1,000,000.) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city -based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more that two (2) percent higher than the lowest bid, provided such city-bases bidder agrees to accept the award of the bid at the lowest bid amount.**
 11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.
 12. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. 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 the later date.
 13. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.

14. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.

15. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

16. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

17. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.

18. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.

19. All contracts for goods or services where the contract price is more than \$50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.

20. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.

21. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply with all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.

CITY OF NEW BRITAIN
PUBLIC BID NO. 3878

The City of New Britain, through its Purchasing Agent, is seeking competitive bids for the following commodity:

**FURNISH AND DELIVER ULTRA LOW SULFUR DIESEL FUEL OR
ULTRA LOW SULFUR PREMIUM DIESEL FUEL**

Specifications for the product required follow. The Purchasing Agent reserves the right to divide the award and the right to reject any and all bids, in whole or in part, as best serves the interests of the City of New Britain. *SEALED BIDS ARE TO BE SUBMITTED BY THE DATE AND TIME SPECIFIED ON THE COVER SHEET TO: CITY OF NEW BRITAIN PURCHASING DEPT., ROOM 401, 27 WEST MAIN ST., NEW BRITAIN, CT 06051. BID ENVELOPE IS TO BE CLEARLY MARKED ON THE OUTSIDE WITH BID NUMBER AND NAME. **Submit Bids in Duplicate.***

NOTICE TO BIDDERS:

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. Questions regarding the Purchasing process or Technical Specifications may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402.
5. Vendor insurance requirements are as follows:
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis. The Vendor shall name the City as Additional Insured on all insurance policies, except Workers Compensation and to provide a Waiver of Subrogation on all policies.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and WC Statutory Limits

Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

The Vendor shall agree to submit proof of the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide.

6. **HOLD HARMLESS AGREEMENT:** The Vendor, its agents and assigns shall indemnify and hold harmless the City of New Britain, including but not limited to, its elected officials, its officers, and agents, ("the City") from any and all claims made against the City, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the Vendor during the Vendor's performance of this Agreement or any other Agreements of the Vendor entered into by reason thereof. The City agrees to give the Vendor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

7. The City may consider as irregular any bid on which there is an alteration of or departure from the Bid Forms hereto attached and at its option may reject the same. The City reserves the right to reject any Bid submitted that is not in full compliance with these Instructions to Bidders as being not responsive. The City also reserves the right to reject the Bid of any Bidder it considers not responsible.

8. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any and all bids if evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery of the items contemplated therein.

9. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any within the bid documents, the Bidder should contact the Purchasing Agent requesting clarification.

SPECIAL INSTRUCTIONS
Special Bid and Contract—Terms and Conditions

1. **SCOPE:** This bid covers the requirements of the various City Departments for the period of on or about January 01, 2017 and ending December 31, 2017, APPROX. 172,600 GALLONS ANNUALLY.
2. **DELIVERIES:** All deliveries must be made to delivery points and shall comply in every respect with all applicable laws of the Federal Government, State of Connecticut, and/or the City of New Britain. Delivery shall be within 48 hours of notification by the City. Delivery during emergency conductions within the City to locations that have Diesel Fuel Generators must be made within 24 hours. Unsatisfactory delivery response times will result in contract cancellation at the City's discretion.
3. **TAXES:** The City of New Britain is exempt from the payment if excise taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes should not be included in your bid prices
4. **BID PRICES:** Variable Pricing for Ultra Low Sulfur Diesel Fuel and Ultra Low Sulfur Premium Diesel Fuel shall be the delivered price per gallon over the New Haven Harbor Tank Car at the low price per gallon for the Ultra Low Sulfur Diesel Fuel and Ultra Low Sulfur Premium Diesel Fuel as posted in The Journal of Commerce on the date of delivery and a Price Differential. The Price Differential shall remain at the same price through the agreement.

A winter additive will automatically be installed into the Ultra Low Sulfur Diesel Fuel by the company awarded be bid during the winter months to ensure normal combustion and flame propagation during this cold period of the year if Ultra Low Sulfur Diesel Fuel is Chosen by the City.

Fixed Pricing if chosen by the City for Ultra Low Sulfur Diesel Fuel or Ultra Low Sulfur Premium Diesel Fuel shall be fixed thought out the term of the agreement.

Please include a Photo Copy of the Journal of Commerce, New Haven ULSD, Day of Delivery as of December 16, 2016 for the Ultra Low Sulfur Diesel Fuel and Ultra Low Sulfur Premium Diesel Fuel Posting

Bid prices, for the Variable and Fixed Price for Ultra Low Sulfur Diesel Fuel and Ultra Low Sulfur Premium Diesel Fuel shall include all costs incidental to the loading, weighing and delivery into City tanks with all labor, equipment, tools, accessories thereto, to be furnished by the Contractor.

5. **QUANTITIES:** The proposed contract shall cover the estimated annual requirements of City Departments mentioned, approximately 172,600 gallons annually. It is understood and agreed that the contract shall cover the quantities actually ordered by the City Departments for delivery during the term of the contract, whether more or less than the amount shown. The Board of Education will start ordering Diesel Fuel for their buses on or about September 01, 2016 when the new School year starts.
6. Ultra Low Sulfur Diesel Fuel and Ultra Low Sulfur Premium Diesel Fuel shall be delivered in metered trucks equipped with a printed delivery ticket devise. The printed tickets shall be given to the Department the deliver was made to.

7. **REPORT OF PURCHASES:** The Contractor will be required to furnish the Director of Public Works, Parks and Recreation, Water or the Police Department a summary of total purchases made under this contract.

SPECIFICATIONS:

SCOPE: This specification covers the requirements for grade number four (D4) Ultra Low Sulfur Diesel Fuel and Ultra Low Sulfur Premium Diesel Fuel as indicated in The Journal of Commerce

GENERAL REQUIREMENTS:

Ultra Low Sulfur Diesel Fuel and Ultra Low Sulfur Premium Diesel Fuel herein specified shall be hydrocarbon oil, free from acid, grit, salt water and fibrous or other foreign matter, and shall conform to the requirements of the latest issue of ASTM D 975 amended as follow:

API GRAVITY, AT 15.6°C	MINIMUM: 34 MAXIMUM: 36
CETANE INDEX (minimum)	46
CLOUD POINT	AS REQUIRED
POUR POINT	AS REQUIRED
FLASH POINT	LEGAL LIMIT
KINEMATIC VISCOSITY, mm ² /S, at 40°C	1.9 to 4.1
WATER AND SEDIMENT (maximum)	.10
ASH (maximum %)	.02
TOTAL SULFUR (maximum %)	.0015 or less
CONRADSON CARBON IN 10% RESIDIUM (maximum %)	.2
OXIDATION STABILITY (mg/100 ml)	MINIMAL
DISTILLATION °C	
INITIAL BOILING POINT (min.)	160
50% DISTILLED (maximum)	266
90% DISTILLED (maximum)	310
END POINT (maximum)	343

CITY OF NEW BRITAIN
PUBLIC BID NO. 3878

COPPER STRIP CORROSION (min) #3

BIOLOGICAL (viability) NEGATIVE

This specification represents the average for a 12-month period and should vary only according to the specific local demands to achieve the REQUIRED POUR POINT AND CLOUD POINT LEVELS.

The specifications of the BLENDING PRODUCT must conform to the BASE FUEL to ensure normal combustion and flame propagation during all months of the year and all weather conditions.

Delivery Locations, Tank Sizes and Estimated Annual Usage:

ULTRA LOW SULFUR PREMIUM DIESEL FUEL

<u>TANK LOCATION</u>	<u>TANK SIZE</u>	<u>EST. CONSUM.</u>	<u>BILLING ADDRESS</u>	<u>CONTACT PERSON</u>
CITY YARD HARVARD ST., NEW BRITAIN, CT	15000	100,000	NEW BRITAIN PUBLIC WORKS 27 WEST MAIN ST. NEW BRITAIN, CT 06051	SAM PLUMLEY (860) 826-3486
STANLEY QUARTER PARK 451 BLAKE RD., NEW BRITAIN, CT	500	1,500	NEW BRITAIN PUBLIC WORKS 27 WEST MAIN ST NEW BRITAIN, CT 06051	MIKE THOMPSON (860) 826-3482
WALNUT HILL PARK LINWOOD & GRAND STS. NEW BRITAIN	250	1,000	NEW BRITAIN PUBLIC WORKS 27 WEST MAIN ST NEW BRITAIN, CT 06051	MIKE THOMPSON (860) 826-3482
WILLOW BROOK PARK 174 MILL ST. NEW BRITAIN	250	1,000	NEW BRITAIN PUBLIC WORKS 27 WEST MAIN ST NEW BRITAIN, CT 06051	MIKE THOMPSON (860) 826-3482
A.W. STANLEY PARK 2159 STANLEY ST. NEW BRITAIN, CT	275	1,000	NEW BRITAIN PUBLIC WORKS 27 WEST MAIN ST NEW BRITAIN, CT 06051	MIKE THOMPSON (860) 826-3482
BADOLATO PARKING GARAGE 35 WASHINGTON ST. NEW BRITAIN, CT	1,000	1,000	NEW BRITAIN DEPARTMENT OF PROPERTY MANGEMENT 27 WEST MAIN STREET NEW BRITAIN, CT. 06051	DENIS PELEGRINO 860-826-3415
FAIRVIEW CEMETERY 120 SMALLEY ST NEW BRITAIN, CT	500	1,500	FAIRVIEW CEMETERY 120 SMALLEY ST NEW BRITAIN, CT 06051	MIKE PASTORE (860) 826-3495
HUNGERFORD PARK FARMINGTON AVE KENSINGTON, CT	250	500	NEW BRITAIN PUBLIC WORKS 27 WEST MAIN ST NEW BRITAIN, CT 06051	MIKE THOMPSON (860) 826-3482
BOARD OF EDUCATION 583 SOUTH STREET NEW BRITAIN, CT	10,000	50,000	NEW BOARD OF EDUCATION 272 MAIN ST NEW BRITAIN, CT 06051	TOM HALLECK (860) 827-2013

STANLEY GOLF COURSE HARTFORD RD. NEW BRITAIN, CT	1,000	3,500	NEW BRITAIN PARKS DEPT. 27 WEST MAIN ST NEW BRITAIN, CT 06051	KEVIN DEVAUX (860) 826-3519
NEW BRITAIN POLICE DEPT 10 CHESTNUT STREET NEW BRITAIN, CT	2,000	100	NEW BRITAIN POLICE DEPT 10 CHESTNUT STREET NEW BRITAIN, CT 06053	JACK FERGUSON (860) 826-3021
NEW BRITAIN WATER DEPT. PUMP STATION RESERVOIR RD NEW BRITAIN, CT	1,000	10,000	NEW BRITAIN WATER DEPT. 100 SHUTTLE MEADOW AVE. NEW BRITAIN, CT 06052	RAY ESPONDA (860) 826-3532
NEW BRITAIN WATER DEPT. NEW GENERATOR NEW BRITAIN, CT	5,000	1,500	NEW BRITAIN WATER DEPT. RESERVOIR ROAD NEW BRITAIN, CT 06052	RAY ESPONDA (860) 826-3532

Pricing – Ultra Low Sulfur Diesel Fuel

Variable Pricing:

NEW HAVEN TANK CAR LOW PRICE PER GALLON AS OF
December 16, 2016.
(Please Provide a Copy of the Journal of Commerce New Haven ULSA or other
published information showing the price with this bid)

ULTRA LOW SULFUR DIESEL FUEL \$ _____

All TAXES: \$ _____

DIFFERENTIAL OVER NEW HAVEN TANK CAR PRICE: \$ _____

TOTAL PRICE PER GALLON: \$ _____

WINTER ADDATIVE \$ _____

DURATION OF THE BID PRICE (HOW LONG WILL BID PRICE BE HELD) NUMBER OF DAYS _____

Fixed Pricing:

ULTRA LOW SULFUR DIESEL FUEL \$ _____

All TAXES: \$ _____

TOTAL PRICE PER GALLON: \$ _____

WINTER ADDATIVE \$ _____

DURATION OF THE BID PRICE (HOW LONG WILL BID PRICE BE HELD) NUMBER OF DAYS _____

Pricing – Ultra Low Sulfur Premium Diesel Fuel

Variable Pricing:

NEW HAVEN TANK CAR LOW PRICE PER GALLON AS OF
December 16, 2016.
(Please Provide a Copy of the Journal of Commerce New Haven ULSA or other
published information showing the price with this bid)

ULTRA LOW SULFUR PREMIUM DIESEL FUEL \$ _____
All TAXES: \$ _____
DIFFERENTIAL OVER NEW HAVEN TANK CAR PRICE: \$ _____
TOTAL PRICE PER GALLON: \$ _____

DURATION OF THE BID PRICE (HOW LONG WILL BID PRICE BE HELD) NUMBER OF DAYS _____

Fixed Pricing:

ULTRA LOW SULFUR PREMIUM DIESEL FUEL \$ _____
All TAXES: \$ _____
TOTAL PRICE PER GALLON: \$ _____

DURATION OF THE BID PRICE (HOW LONG WILL BID PRICE BE HELD) NUMBER OF DAYS _____

The City reserves the right to decide if Variable or Fixed Pricing will be chosen as well as the type of Diesel Fuel, Ultra Low Sulfur Diesel Fuel or Ultra Low Sulfur Premium Diesel Fuel. The Pricing and the type of Diesel Fuel chosen will be for the term of the agreement.

The City also reserves the right to add or delete City locations indicated in this bid specifications at any time during the contract period.

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3878 - ULTRA LOW SULFUR DIESEL FUEL

State of (_____);

County of (_____).

I state that I am the _____ of _____
(title) (name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I certify that:

- (1) The price and amount on this Bid has been arrived at independently and without consultation, communication, or agreement with any other bidder.
- (2) Neither the price(s) nor the amount of this Bid and approximate price(s) nor approximate amount of this Bid has been disclosed to any other firm or person who is a Bidder and that no disclosure of these items will be made prior to the Bid opening.
- (3) No attempt has been or will be made to induce any firm or person to refrain from proposing on this Bid, or to submit a Bid higher than this Bid, or to submit any intentionally higher or non competitive Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Britain, owner, or any person interested in the proposed Contract.
- (5) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive proposal.

(6) I state that _____ understands and acknowledges that all
(name of my firm)

representations of this affidavit are material and important, and will be relied on by the City of New Britain in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of New Britain of the true facts relating to the submission of Bids for this contract. That the City of New Britain also reserves the right to reject our Bid if failure to complete this document, have it notarized and submitted with our Bid documents.

The undersigned Bidder further certifies that this statement is executed for the purpose of including the City of New Britain to consider the Bid and make an award in accordance therewith.

Subscribe and Sworn to me this
_____ day of _____,
2016

Legal Name of Bidder

Business Address

Signature and Title of Person

Notary Public
My Commission Expires

Date

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

The City of New Britain Code of Ordinances, Sec. 2-575, reads as follows:

Sec. 2-575. Rejection of bid where bidder is in default to city.

The agent shall not accept the bid of a contractor, who is in default on the payment of taxes, licenses or other monies due the city.

The agent shall include in the bid document a form to be executed by a bidder, certifying that said bidder is not in default on the payment of taxes, licenses or other monies due the city.

As used in this section, (1) a "principal" of a contractor shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner; and (2) "default in the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Tax Collector.

In accordance with this provision, prospective vendors make the following certification:

The principals, as defined above, of the entity submitting responses to Public Bid No. 3878 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid listed above, state the entity or entity's name(s) and address (es):

Entity's Name _____

Local Mailing Address (if any) _____

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

2. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as described above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's names(s) and address(es):

Entity's Name _____

Local Mailing Address (if any) _____

3. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

If a principal, as defined above, is in any local entity other than the entity submitting a response to this Public Bid No. listed above, state the entity or entity's name(s) and address(es):

Entity's Name _____

Local Mailing Address (if any) _____

Signature of Principal and their Title of the Entity Submitting this Bid hereby indicates by signing this Notice to Prospective Bidder that the Entity or its Principles as listed herein are not in default on the payment of taxes, licenses, or other monies due to the City of New Britain as of the date of this bid solicitation.

_____ Date: _____

Review by Tax Collector: (To be completed by the City of New Britain's Tax Collector only if the Bidder is awarded the contract as the result of this Public Bid)

By: _____ Date: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr> <th colspan="9">Social security number</th> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr> <th colspan="9">Employer identification number</th> </tr> <tr> <td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td> </tr> </table>	Employer identification number																	
Employer identification number																			

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of New Britain
New Britain, Connecticut 06051

*“New Britain:
A City for
All People”*

27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434
FAX: (860) 612-4204
E-MAIL: jpieper@newbritainct.gov

Date: _____, 2016

Subject: FURNISH AND DELIVER ULTRA LOW SULFUR DIESEL FUEL OR ULTRA LOW SULFUR PREMIUM DIESEL FUEL, Bid No.3878

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer's attention. This shall assist the City of New Britain in maintaining accurate bidders' lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper
Purchasing Agent

Company Name: _____

Address: _____

We are not responding to subject bid solicitation for the following reason:

- Our company does not sell the requested product.
- Our company does not provide the requested service.
- Our schedule will not allow us to provide the requested service at this time.
- Other (please explain): _____
