

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. 3903

Issued: November 14, 2016

Page 1 of 15 Pages

Sealed bids, subject to the conditions set forth on the second page hereof, will be received by the City Purchasing Agent until the time and date set forth. In compliance with all of the conditions hereof, the Bidder, whose name appears hereon, offers and agrees to furnish and deliver to the destination all of the commodities and/or services against which prices are quoted.

Prices Quoted Must be F.O.B. Various City locations within
New Britain, CT

Date of Bid Opening December 15, 2016 Time 11:00 AM

Delivery Required _____ Jack Pieper
 Purchasing Agent

Amount of Bid Bond None

Bid No. 3903

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 _____

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	PRICING
	<p>FURNISH AND DELIVER #2 FUEL OIL TO VARIOUS CITY LOCATIONS AS PER THE ATTACHED SPECIFICATIONS AND AS MAY BE REQUIRED DURING THE PERIOD BEGINNING APPRIMIMATELY JANAURY 11, 2017 OR SOONER AND ENDING JANUARY 10, 2018.</p> <p>****PLEASE SUBMIT BIDS IN DUPLICATE****</p> <p>The detailed specifications, proposal schedule, special bid terms, and conditions as listed on the attached bid sheets shall be considered a part of this bid.</p> <p>Duration of the Bid Price (How long will bid price be held for) Number of Days? _____</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <ol style="list-style-type: none"> 1. Form Pur. 1 (Request for Quotation). 2. Notices to Prospective Bidders, Pages 12-13 and 15 3. Non Collusive Affidavit, Page 11 4. W9 Form , Pages 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>PLEASE ENTER BID PRICES ON PAGE TEN, (10), SIGN THE FORM AND ALSO SUPPLY ALL INFORMATION REQUESTED AND REQUIRED ON THIS FORM AS WELL AS SIGNING OF THE NON COLLUSIVE AFFIDAVIT ON PAGE ELEVEN, (11), AND SUBMIT IT WITH ALL BID DOCUMENTS REQUIRED.</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 within 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 than 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 to 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.

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

Furnish and Deliver #2 Fuel Oil to Various City Location

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.*

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 may be directed to Jack Pieper, Purchasing Agent at (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	\$2,000,000
	Aggregate	
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.

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.

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. The Vendor also agrees to name the City as Additional Insured on all Insurance Policies except Workers Compensation and to provide a Waiver of Subrogation on all Insurance Policies

6. **HOLD HARMLESS AGREEMENT:** The Contractor, 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 Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The City agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

7. Exceptions to the bid specifications will be reviewed and considered, however, any exceptions to the specifications may be cause for rejection of the bid in the best interest of the City of New Britain.

8. 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.

9. Section 2-578 of the City Ordinances, 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.

10. 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.

11. 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 the items contemplated therein.

12. 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.

SPECIFICATIONS:

BID PRICES

Bid Prices for No 2 Fuel Oil shall include all costs incidental to the loading, heating, weighing and delivery into City tanks with all labor, equipment, tools, and accessories thereto, to be furnished by the Contractor.

Variable Pricing

- 1. Variable Pricing quoted by the Bidder on No. 2 Fuel Oil shall be the delivered price per gallon over or under New Haven Harbor low as posted in the Journal of Commerce as of December 09, 2016. A copy of the Journal of Commerce must be submitted with this bid.**
- 2. Allowances: In addition, any allowances (resellers, off season, etc.) off the posted New Haven Harbor low prices as posted for No. 2 Fuel Oil shall likewise be given and taken by the City of New Britain.**
- 3. Award may be made on the basis of New Haven Harbor low price in effect on the specified date, plus the price of delivery and NORA assessment submitted by bidders in the proposal schedule.**

Fixed Pricing

- 1. Fixed Pricing for No 2 Fuel Oil shall be fixed thought the term of the agreement.**

QUANTITIES AND DELIVERY

- 1. Quantities shown in the proposal are based on estimated requirements only and present locations. It is understood and agreed that the contract shall cover the actual requirements of each City Department for the No. 2 Fuel Oil that may be ordered for delivery during the contract period, whether more or less than the quantities shown are order.**
- 2. No. 2 Fuel Oil must be delivered in metered trucks from which a printed ticket can be generated.**

No. 2 FUEL OIL

TANK LOCATION	COMB BLDG.	TANK SIZE	EST. CONSUM	BILLING ADDRESS	CONTACT PERSON
NEW BRITAIN WATER DEPT GARAGE SHUTTLE MEADOW NEW BRITAIN	NO	275	1800	NEW BRITAIN WATER DEPT. 1000 SHUTTLE MEADOW AVE NEW BRITAIN, CT 06052	KEN MARZI (860) 826-3538
WATER DEPT. OFFICE SHUTTLE MEADOW NEW BRITAIN	NO	3000	7200	NEW BRITAIN WATER DEPT. 1000 SHUTTLE MEADOW AVE NEW BRITAIN, CT 06052	KEN MARZI (860) 826-3538
WHITEBRIDGE PUMP STATION BRISTOL	NO	550	1200	NEW BRITAIN WATER DEPT. 1000 SHUTTLE MEADOW AVE NEW BRITAIN, CT 06052	KEN MARZI (860) 826-3538
WHITEBRIDGE WELL STATION BRISTOL	NO	330	1500	NEW BRITAIN WATER DEPT. 1000 SHUTTLE MEADOW AVE NEW BRITAIN, CT 06052	KEN MARZI (860) 826-3538
SHUTTLE MEADOW PUMP STATION 550 RESERVOIR ROAD NEW BRITAIN	NO	660	1500	NEW BRITAIN WATER DEPT. 1000 SHUTTLE MEADOW AVE. NEW BRITAIN, CT 06052	KEN MARZI (860) 826-3538
NEW FILTRATION PLANT 50 CARETAKER ROAD NEW BRITAIN	NO	3000	18,000	NEW BRITAIN WATER DEPT. 1000 SHUTTLE MEADOW AVE. NEW BRITAIN, CT 06052	RAY ESPONDA (860) 826-3532
CITY HALL 27 WEST MAIN ST. NEW BRITAIN	YES	10500	2000	DEPT. OF PROPERTY MGMT. 27 WEST MAIN ST, NB NEW BRITAIN, CT 06051	DENIS PELEGRINO (860) 826-3415
QUANSETT HUT – REAR 665 SLATER ROAD NEW BRITAIN	YES	275		DEPT. OF PROPERTY MGMT. 27 WEST MAIN ST NEW BRITAIN, CT 06051	DENIS PELEGRINO (860) 826-3415
MISCELLANEOUS PROPERTIES ACQUIRED BY FORECLOSURE NEW BRITAIN			None Only If Needed	DEPT. OF PROPERTY MGMT. 27 WEST MAIN ST NEW BRITAIN, CT 06051	DENIS PELEGRINO (860) 826-3415
MISCELLANEOUS SCHOOLS VARIOUS LOCATIONS NEW BRITAIN			None Only If Needed	BOARD OF EDUCATION 272 MAIN ST NEW BRITAIN, CT 06051	RAY MOORE (860) 827-2216

CITY OF NEW BRITAIN
PUBLIC BID NO. 3903

No. 2 FUEL OIL

TANK LOCATION	COMBO BLDG	TANK SIZE	EST CONSUM	BILLING ADDRESS	CONTACT PERSON
PUBLIC WORKS GARAGE 77 HARVARD ST. NEW BRITAIN	YES	1000	500	NEW BRITAIN PUBLIC WORKS 27 WEST MAIN ST NEW BRITAIN, CT 06051	SAM PLUMBLY (860) 826-3485
WALNUT HILL PARK LINWOOD & GRAND STS. NEW BRITAIN	NO	275	1200	NEW BRITAIN PARKS DEPT. 27 WEST MAIN ST NEW BRITAIN, CT 06051	MATT SCOFIELD (860) 826-3358
STANLEY QUARTER PARK 451 BLAKE RD NEW BRITAIN	NO	500	2000	NEW BRITAIN PARKS DEPT 27 WEST MAIN ST NEW BRITAIN, CT 06051	MATT SCOFIELD (860) 826-3358
A.W. STANLEY PARK 2159 STANLEY ST. NEW BRITAIN	NO	275	1200	NEW BRITAIN PARKS DEPT 27 WEST MAIN ST NEW BRITAIN, CT 06051	MATT SCOFIELD (860) 826-3358
HUNGERFORD PARK 111 FARMINGTON AVE. KENSINGTON	NO	500	1000	NEW BRITAIN PARKS DEPT 27 WEST MAIN ST NEW BRITAIN, CT 06051	MATT SCOFIELD (860) 826-3358
STANLEY QTR. POND HOUSE 451 BLAKE RD. NEW BRITAIN	NO	275	900	NEW BRITAIN PARKS DEPT. 27 WEST MAIN ST NEW BRITAIN, CT 06051	MATT SCOFIELD (860) 826-3358
CIVIL DEFENSE 613 EAST ST NEW BRITAIN	NO	2000	5000	NEW BRITAIN CIVIL DEFENSE 613 EAST ST NEW BRITAIN, CT 06051	JOSEPH DICICCO (860) 826-4303
FIRE STATION NO. 4 1085 CORBIN AVE. NEW BRITAIN, CT 06053	NO	2000	3000	NEW BRITAIN FIRE DEPT. 253 BEAVER ST. NEW BRITAIN, CT 06053	JOSEPH DICICCO (860) 826-4303

CITY OF NEW BRITAIN
PUBLIC BID NO. 3903

3. **The Contractor must make delivery of the entire quantity of fuel on an automatic delivery schedule to all locations, unless otherwise specified, based on tank size upon industry wide “degree—day calculations” or within twenty four hours of a notification from the City. Failure to make even one automatic delivery, extenuating circumstances excluded, may be cause of termination of the contract.**
4. **In the event that the No. 2 Fuel Oil has ran out at a particular location, the City will notify the Contractor; and the Contractor shall be required to make a delivery within four (4) hours. Failure to deliver as required may allow the City to obtain the No. 2 Fuel Oil from another source and bill any difference in price to the Contractor.**

BASIS OF PAYMENT

1. **Payment for No. 2 Fuel Oil shall be based on metered gallonage. Copies of printed delivery tickets must be submitted with the monthly bills.**

PENALTIES

1. **Wherever the No. 2 Fuel Oil is not acceptable, deliveries are not satisfactory, or the Contractor fails to deliver the No 2 Fuel Oil on time, the City reserves the right to allot the No. 2 Fuel Oil required to other sources of supply until satisfactory performance can be guaranteed. Any additional cost resulting to the City may be charged against the Contractor.**

AWARD

1. **Award will be made by the grade of No. 2 Fuel Oil quoted and or variable or fixed pricing.**
2. **The City of New Britain reserves the right to reject any or all bids wholly or in part, to waive technicalities, and to make awards in manner deemed in the best interest to the City.**

DELIVERY TICKETS

1. **One copy of delivery tickets must be left at point of delivery, and two copies must accompany the invoice. Invoices for deliveries to all City Departments must be mailed to the Department at addresses indicated on the worksheets following. All copies must be legible and show signature of custodian receiving shipment.**

CITY OF NEW BRITAIN
PUBLIC BID NO. 3903

TOTAL REQUIREMENTS AND PRICING

Approx. Annual Requirements (Estimate Only) 48,000 gallons

(Please enter prices herein in accordance with the specifications and Bid Forms)

Variable Pricing:

New Haven Harbor low as posted in the
Journal of Commerce on December 09, 2016 \$_____ per gallon

Differential \$_____

NORA Assessment \$_____

Total price per gallon \$_____

Fixed Pricing:

Total price per gallon \$_____

DURATION OF THE FIXED 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.

The undersigned accepting the conditions set forth in the bid forms and specifications No. 2 Fuel Oil, hereby agrees in strict accordance herewith, to furnish and deliver the commodities to the using City Departments in the proposal schedule at the prices bid therein.

Full Name of Business

Address

Date Signed

Authorized Signature

Title

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3903 - No 2 Fuel Oil

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.

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.

Notary Public
My Commission Expires

Legal Name of Bidder

Business Address

Signature and Title of Person

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. 3903 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) ▶ _____	<input type="checkbox"/> Exempt payee
	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. 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="width: 100%; border-collapse: collapse;"> <tr><td colspan="10" style="text-align: center; font-size: 8px;">Social security number</td></tr> <tr> <td style="width: 30px; height: 20px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> <td style="width: 30px; text-align: center;">-</td> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> <td style="width: 30px; text-align: center;">-</td> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="10" style="text-align: center; font-size: 8px;">Employer identification number</td></tr> <tr> <td style="width: 30px; height: 20px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> <td style="width: 30px; text-align: center;">-</td> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Social security number															-					-					Employer identification number															-									
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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 ▶ _____

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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 #2 Fuel Oil, Public Bid No. 3903

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): _____
