

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. 3871

Bid No. 3871

Issued: March 28, 2016

Date Submitted _____

Page 1 of 16 Pages

Delivery: _____ days after receipt of order

Terms: Cash Discount _____% 30 Days

Net Cash _____ Days

Bidder _____

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. 642 Christian Lane

Street _____

Berlin, CT

City _____ ST _____ Zip _____

Date of Bid Opening April 22, 2016 Time 11:00 AM

(Signature and Title)

Delivery Required _____

Jack Pieper
 Purchasing Agent

(Printed name of signer)

Amount of Bid Bond None

Bidder's Telephone Number _____

Bidder's Email Address _____

| ITEM NO. | DESCRIPTION OF COMMODITIES AND/OR SERVICES | PRICING |
|----------|---|--------------------------------|
| | ON-CALL HOURLY RATE FOR CHIPPING OF BRUSH AND WOOD AT THE CITY'S RECYCLING CENTER AT 642 CHRISTIAN LANE, BERLIN, CT. PRICING TO BE FIRM ON OR ABOUT FROM JUNE 15, 2016 THROUGH TO JUNE 15, 2017 | |
| 1 | CHIPPING | \$ _____ HOURLY RATE |
| 2 | ONE YEAR EXTENSION (% increase) At the City's option from June 16, 2017 to June 15, 2018 | \$ _____ % |
| 3 | ONE YEAR EXTENSION (% increase) At the City's option from June 16, 2018 to June 15, 2019 | \$ _____ % |
| 4 | <u>OPTION 1:</u> TRUCKING & DISPOSAL OF CHIPPINGS TO AN OFFSITE FACILITY | \$ _____ PER TON |
| 5 | <u>OPTION 2:</u> TRUCKING & DISPOSAL OF EXSISTING CHIPPINGS AT THE CITY'S RECYCLING CENTER | \$ _____ PER TON |
| 6 | DURATION OF THE BID PRICE (HOW LONG WILL BID PRICE BE HELD FOR AFTER BID OPENING) | _____ NUMBER OF DAYS |
| 7 | <u>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</u> | |
| | 1. Form Pur. 1 (Request for Quotation). 2. Notices to Prospective Bidders, and W9, Pages 12-16. Must be completed and submitted with the bids 3. Listing of all equipment and a list, contacts and phone number s of all Municipal Customers | |
| | <u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u> | |
| | PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED. | |

**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 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.

22. Section 2-592, All formal bids shall, whenever possible, be based on at least three (3) competitive bids and shall be awarded to the lowest responsible bidder. If three (3) competitive bids are not received, the City reserves the right to reject any and all bids received and not to award the bid and to go back out to bid to obtain three (3) competitive bids.

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

**ON-CALL HOURLY RATE FOR CHIPPING OF BRUSH AND WOOD AT THE CITY'S
RECYCLING CENTER, 642 CHRISTIAN LANE, BERLIN, CT**

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. **PLEASE SUBMIT BIDS IN DUPLICATE**
5. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Administrator, (860) 826-3402. Questions regarding technical specifications may be directed to Mike Thompson, New Britain Public Works Department, (860) 826-3375.
6. 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 |
| Auto Liability* | Aggregate | |
| | 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. 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.

Purchaser 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.

7. **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.
8. Award will be made to the lowest responsible bidder, who shall be determined in accordance with and pursuant to Section 2-578 Items 1 through 11, inclusive, of the City of New Britain Code of Ordinances.
9. **SUBCONTRACTING:** The successful bidder may utilize the services of specialty subcontractors on those portions of the work which, under normal contracting practices are performed by specialty subcontractors. The successful bidder shall not award any portion of the work to a subcontractor without prior written approval of the City. The acceptance of any and all subcontractors shall reside with the City, and the City's decision shall be final. The successful bidder shall be fully responsible to the City for the performance, finished products, acts, and omissions of his subcontractors and persons directly or indirectly employed thereby. The successful bidder shall cause appropriate provisions to be included in all subcontracts relative to this project to bind subcontractors to the provisions of the Contract and these Bid Documents as applicable to work performed by the subcontractor on this projects; and appropriate provisions to give the City the same powers and authority over any subcontractor as it has over the Contractor under the provisions of said documents.

10. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other Bid Documents will be made to any bidder orally. Every request for such interpretation should be made in writing addressed to the persons listed in section 5, and, to be given consideration, must be received at least ten days prior to the scheduled bid opening. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be mailed by CERTIFIED mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purpose) not later than five days prior to the scheduled bid opening. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Bid Documents.
11. Submission of a bid in response to this solicitation indicates that the Contractor understands and agrees to the terms of this section. Contractor shall comply with City of New Britain Code of Ordinances, Section 2-580, provisions following, as may be applicable:
 - (1) The contractor shall hire residents of the city to perform the necessary labor where possible.
 - (2) In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the city, the contractor may hire tradesmen and laborers who reside outside the City.
 - (3) In contracts for new construction of any public works project where the total cost of all work to be performed by all contractors and subcontractors exceeds four hundred thousand dollars (\$400,000) and in contracts for remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total of all work to be performed by all contractors and subcontractors exceeds one hundred thousand dollars (\$100,000), all tradesmen and laborers hired to perform under the contract shall be paid at the prevailing rates for the same work in the same trade in the city and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the state labor department unless otherwise required to qualify for a federal grant pertaining to the contract.

As used herein, the term "contractor" shall include the general or prime contractor and shall include subcontractors performing work under the contract.

- (4) All workers furnishing the goods and services in connection with the construction shall be properly classified as employees rather than independent contractors, causing them to be treated accordingly for the purposes of pay, benefits, workers' compensation insurance coverage, social security taxes and income tax withholding.
- (5) In contracts where the total cost of all work to be performed exceeds one hundred thousand dollars (\$100,000) and in all cases wherein one or more apprentices are employed, the employer shall be affiliated with a state-certified apprenticeship program.
- (6) If a contractor signing a contract required under this subsection is found to have violated the provisions of this contract, it shall, if already paid by the City, reimburse to the City one percent of the payment that would have otherwise been owed by the City for

every count of violation found. If a contractor signing a contract required under this subsection is found to have violated the provisions the contract and it has not already been paid by the City, the City shall withhold from payment one percent of the payment that would have otherwise been owed by the City for every count of violation found. For these purposes, each day of violation and each worker affected shall be deemed a separate count. Each construction contract entered into by the city shall recite that the contractor understands and agrees to the terms of this section.

- (7) As used herein, the term “contractor” shall include the general or prime contractor and shall include subcontractors performing work under the contract.

12. Submission of a bid in response to this solicitation indicates that the Contractor understands and agrees to the terms of this section. Contractor shall comply with City of New Britain Code of Ordinances, Section 2-625-628, provisions following, as may be applicable:

Sec. 2-625. For the purposes of this division, the following definitions shall apply:

- (a) “Building, property equipment or maintenance services” includes any janitorial, cleaning, maintenance or related service.
- (b) “Contractor” means any provider of food, clerical, transportation, securing building, property, equipment or maintenance services whose rate of reimbursement or compensation is determined by a service contract with the City or any City agent, including (1) building, property or equipment service companies, (2) management companies providing property management services, (3) companies providing food preparation or service, or both, (4) companies providing transportation services, (5) companies providing clerical services and (6) companies providing security services.
- (c) “Effective wage” means, for a worker not paid on an hourly basis, his/her income from the employer in question for the most recent full pay period divided by the number of hours he/she worked during that pay period.
- (d) “Employer: means any person, organization or other entity that uses or received money from or through the City, and shall include the City.
- (g) “Food services” means the services of a contractor involving the regular provision of food at a City owned facility under a contract with the city. Only contracts of greater than twenty-five thousand dollars (\$25,000.00) may be considered “food service”.
- (h) 9h “Living wage” means the poverty guideline for a family of four most recently published by the U.S. Department of Health and Human Services, divided by 1,763. (This wage level allows a full-time worker to earn 118% of the poverty guideline.)
- (i) “Local job agency” means any nonprofit organization based in or with an office in the City of New Britain, which maintains a list of residents of the City of New Britain.
- (j) “Lowest paid worker” means the employee of a contractor performing work under a service contract with the city who receives the lowest hourly pay of all the employees of said contractor doing work under said contract, considering both the wages of wage employees and the effective wages of non-wage employees.
- (k) The “lowest pay” means the wage or effective wage of the contractor’s lowest paid worker. “Pay period” means the period of time worked by an employee for which he/she is paid in a single paycheck.
- (l) “Food services” means the services of a contractor involving the regular provision of food at a City owned facility under a contract with the city. Only contracts of greater than twenty-five thousand dollars (\$25,000.00) may be considered “food service”.

CITY OF NEW BRITAIN
PUBLIC BID NO. 3871

- (M) "Living wage" means the poverty guideline for a family of four most recently published by the U.S. Department of Health and Human Services, divided by 1,763. (This wage level allows a full-time worker to earn 118% of the poverty guideline.)
- (N) "Local job agency" means any nonprofit organization based in or with an office in the City of New Britain, which maintains a list of residents of the City of New Britain.
- (O) "Lowest paid worker" means the employee of a contractor performing work under a service contract with the city who receives the lowest hourly pay of all the employees of said contractor doing work under said contract, considering both the wages of wage employees and the effective wages of non-wage employees.
- (P) The "lowest pay" means the wage or effective wage of the contractor's lowest paid worker. "Pay period" means the period of time worked by an employee for which he/she is paid in a single paycheck.

Sec. 2-626. Notwithstanding any other provision of this Code of Ordinances and in addition to the requirements of Section 2-569 of said Code, no bid for an amount in excess of twenty-five thousand dollars (\$25,000.00) shall be accepted pursuant to Division 3 of Article VIII of Chapter 2 of said Code without being accompanied by an affidavit, signed by the owner or an officer of the company under the pains and penalties of perjury, attesting that:

- (a) The company agrees that, should need arise for the company to hire workers within three months of the purchase in question for work to be performed within ten miles of the boundaries of New Britain, the company shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application and manner by which one may apply for such employment, including any application form(s) that may be used. The company shall also agree to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.
- (b) The contractor agrees to inform employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.
- (c) The contractor agrees to be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the contractor be withheld by or returned to the City in the event a violation is found.

Sec. 2-627. Notwithstanding any other provisions of this Code of Ordinances, all service contracts in excess of twenty-five thousand dollars (\$25,000.00) entered into by the City shall include:

- (a) A requirement that the contractor maintain the wage level or effective wage level of its lowest paid worker at no lower than the living wage at all times during the effective period of the service contract.
- (b) A requirement that the contractor agrees to inform employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to

employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

- (c) Requirement that, should need arise for the contractor to hire workers to carry out the terms of the contract in question or for any other activities to occur or commence during the period of the contract in question within ten miles of the boundaries of New Britain, the contractor shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and manner by which one may apply for such employment, including any application form(s) that may be used. The contractor shall also agree to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.
- (D) A requirement that the contractor be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the contractor be withheld by or returned to the City in the event a violation is found.

- Sec. 2-628. (a) Each local agency shall maintain a list which shall include the names, addresses, telephone numbers and job skills of persons declaring their need for employment and shall also note the last date each such person declared to the local job agency his or her need for employment. No name shall be maintained on such list for more than three months after the last date the person seeking employment declared his or her need for employment.
- (b) The City purchasing agent shall keep an updated list of all nonprofit agencies opting to act as local job agencies, including their names, addresses and telephone numbers. This list shall be made available to any company required to utilize it to comply with the Code of Ordinances and to other business or organization seeking to hire workers.

13. 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.

14. 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.

15. 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:

PLEASE SUBMIT BIDS IN DUPLICATE

Grinding of Recycling Center's Wood Waste as per the following specifications.

The New Britain Recycling Center presently accepts land-clearing debris, primarily brush. Selected vendor will supply labor, equipment and materials to grind the wood waste to a 2.5 minus chip size. While the City of New Britain cannot guarantee that the material is 100% free of contaminants, extensive screening efforts have resulted in minimal amounts of contaminants.

Recycling Center staff and equipment, including a bulldozer and payloader with a grapple bucket, are available for emergency assistance.

The New Britain Recycling Center is open Monday through Friday, 7 am to 3 pm. No overtime hours will be dedicated to this effort. If overtime hours are requested, the vendor will absorb the total overtime charges for every employee remaining on site.

The Recycling Center has a certified weight scale if needed.

If the off site trucking option is selected by the City, vendor must provide certificate(s) of disposal indicating the final disposal tonnage and legal disposal location. Any and all disposal fees are to be included in vendor's per ton bid pricing.

The bidder awarded this bid must each and every time review the piles of wood and brush that needs to be chipped and will provide the City with an estimate of the number of hours the chipping process will take to be completed and the date it will be started.

It is recommended that vendors visit the New Britain Recycling Center at 642 Christian Lane, Berlin, CT. Arrangements for a visit must be scheduled in advance by calling Mike Thompson at (860) 826-3482.

The bidder must provide an equipment list as well as a listing, contacts and phone numbers of their municipal customers that they have conducted this service for in duplicate at the time of this bid submission.

Contract shall commence on or about June 15, 2016 and shall terminate on June 15, 2017 and may, upon agreement of the Vendor and the City of New Britain, be extended up to two (2) one (1) year additions. The contract is subject to cancellation by written notification 30 days prior to the cancellation date or at any time during the contract period by an authorized representative of the City of New Britain.

In accordance with City of New Britain Code of Ordinances Section 2-626, an owner or officer of a bidding contractor attests, under the pains and penalties of perjury, that:

(A)The contractor agrees that, should need arise for the contractor to hire workers within three months of the purchase in question for work to be performed within ten miles of the boundaries of New Britain, the contractor shall mail to each local job agency a notice of the job opening(s) at least two business days prior to the date that any final hiring decision is made. Each such notice shall include a description of the work to be performed, the pay and benefits to be paid for such work and the date(s), time(s), place(s) and

CITY OF NEW BRITAIN
PUBLIC BID NO. 3871

manner by which one may apply for such employment, including any application and manner by which one may apply for such employment, including any application form(s) that may be used. The contractor shall also agree to give first preference to hiring any person referred by a local job agency whose qualifications are at least equal to those of all other applicants. This shall not apply when an employer is hiring someone from within their current organization.

(a) The contractor agrees to inform employees who might be eligible of their possible right to the federal Earned Income Credit ("EIC") under Section 32 of the Internal Revenue Code of 1954, 26 U.S.C. Section 32, and shall make available to employees forms informing them about the EIC and forms required to secure advance EIC payments from the employer.

(b) The contractor agrees to be bound by the terms and penalties of this Division, including, but not limited to any requirement that monies otherwise to be paid to the contractor be withheld by or returned to the City in the event a violation is found.

(d) By submitting a bid the bidder agrees to and will comply to this City Ordinance.

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3871 - ON-CALL HOURLY RATE FOR CHIPPING OF BRUSH AND WOOD

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. 3871 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><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 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><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 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 ▶ _____ |
|------------------|----------------------------------|--------------|

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: ON-CALL HOURLY RATE FOR CHIPPING OF BRUSH AND WOOD, PUBLIC BID NO. 3734

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): _____
