Form Pur. 1 REQUEST FOR QUOTATION Bid No3680		Delivery: Terms: Cash Discou Net Cash _ Bidder Street	days after receipt of order ant% 30 Days Days ST Zip Signature and Title	
	id Bond <u>None</u>		(Printed	name of signer)
			Bidder's Telephone	Number
			Bidder's Email Add	ress
ITEM NO.	DESCRIPTION OF	COMMODITIES AND/OR SERVICES		PRICING
1	UNLEADED GASOLI SPECIFICATIONS.	INE AS PER THE ATTACHED	PLEASE COMPI PAGE (9) NINE	LETED PRICING ON
	****PLEASE SUBMI	T BIDS IN DUPLICATE****		
		o be made within 48 hours of notification chedule for delivery sites.		
	Duration of the Bid Price for) Number of Days?	e (How long will bid price be held		
	THE FOLLOWING MUST E RETURNED: 1. Form Pur. 1 (Request for O 2. Notices to Prospective Bido 3. Completion of the W9 and	ders, Pages 11-12.		
	BIDS WILL NOT BE ACCE OPENING DATE AND TIM	PTED AFTER THE STATED BID E.		
	PLEASE NOTE THAT BIDS OR E-MAILED.	SUBMITTED CANNOT BE FAXED		

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 that 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 Connecitcut. 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 citybased bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city -based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more that two (2) percent higher than the lowest bid, provided such city-bases bidder agrees to accept the award of the bid at the lowest bid amount.

11. The City reserves the right to award by item, groups of items or total bid; to divide the award; to reject any and all bids, in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the City will be served.

12. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low Bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

13. Acceptance of a bid by the City is not an order to ship or a commitment to purchase the goods or services from the bidder.

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

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

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

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

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

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

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

21. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply 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:

87 OCTANE UNLEADED GASOLINE

Specifications for the product required follow. The Purchasing Administrator 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 <u>estimates only</u>: 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. Contract will be awarded on a differential Over New Haven Tank Car low price per gallon or a fixed price for a one (1) year term which the City will decide on at the time of awarding the contract. The contract will be awarded soon after the bid opening. The present contract expires on August 31, 2012.

4. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402.

5. Vendor insurance requirements are as follows:

Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

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

CITY OF NEW BRITAIN PUBLIC BID NO 3680

* "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	\$100,000		
	EL Disease Each Employee	\$100,000		
	EL Disease Policy Limit	\$500,000		

Original, completed Certificates of Insurance must be presented to the Acting 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.

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.

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

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

CITY OF NEW BRITAIN PUBLIC BID NO. 3680

9. 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.

10. 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.

11. The City reserves the right to accept or reject any or all bids and to withdraw this invitation to bid at any time before or after the bids are opened.

12. If City Hall is closed on the day of the bid opening due to inclement weather or any other conditions, the bid opening date shall be postponed until the same hour on the next day that City Hall is officially open for business.

13. Please note that it is the Bidder's responsibility to check on-line a minimum of twenty-four (24) hours in advance of the bid opening to determine if an addenda have been issued.

14. All Bidders must complete the W9, Non Collusive Affidavit of Bidders and the Notice To Prospective Bidders Certification Required forms with are attached and submit them with their bid documents.

SPECIFICATIONS:

QUANTITIES:

Quantities listed in the usage schedule are approximate only, based on estimates supplied by the using agencies. It is understood and agreed that the contract shall cover the quantities actually ordered by agencies of the City of New Britain during the term of the contract, whether more or less than the quantities listed or whether or not they are listed on the quantity sheet. The City will not be liable to pay for any quantities of unleaded gasoline listed on the quantity sheet that is not purchased during the term of the contract. The quantities are estimates only. The City of New Britain is seeking quotes for 87-octane unleaded gasoline at a variable price over New Haven Harbor Pricing at time of delivery and a fixed price for 87-octane unleaded gasoline for the term of the contract. The City of New Britain will make a decision on a variable or fixed rate when awarding the bid.

CITY OF NEW BRITAIN PUBLIC BID NO. 3680

DELIVERIES:

All deliveries shall be made at such times, and in such quantities as ordered. Gasoline will be delivered by trucks. Each delivery shall be accompanied by a delivery invoice or ticket that has been automatically stamped at the contractor's terminal from which the gasoline is received. The invoice or ticket shall show the total number of gallons contained per truck. All such delivery invoices shall be completed in a satisfactory manner. All contractor's metering devices that are used to provide the gallonage information shall be sealed within the year by an authorized of the Weights and Measures Division of the Department of Consumer Protection. If, for any reason, a delivery invoice or ticket is not registered in the correct manner, as defined above, said invoice or ticket must be supplemented within ten (10) working days from the date of delivery by a letter of explanation from the manager (or authorized designee) of the terminal from which the gasoline is received. Such letter shall be addressed to: Purchasing Agent, City of New Britain. In such cases where a truckload of gasoline is not required, a delivery ticket shall be stamped showing zero gallons before delivery of the gasoline and the final delivery gallonage shall also be shown. A city employee shall sign each invoice verifying that the meter device was set at zero gallons prior to delivery, and that the amount stamped after delivery is correct. <u>All deliveries are required to be made within 48 hours of notification by City personnel.</u>

TANK LOCATION	TANK	EST.	BILLING	CONTACT
	SIZE	CONSUM	ADDRESS	PERSON
FILTRATION PLANT			NEW BRITAIN WATER DEPT	TONY BOWAN
1000 SHUTTLE MEADOW AVE	2,000	30,000	27 WEST MAIN STREET	(860) 826-3536
NEW BRITAIN			NEW BRITAIN, CT 06051	
FAIRVIEW CEMETERY			FAIRVIEW CEMETERY	CHRIS RAIA
120 SMALLEY STREET	1,000	3,000	120 SMALLEY STREET	(860) 826-3495
NEW BRITAIN			NEW BRITAIN, CT 06052	
PARK DEPARTMENT			NEW BRITAIN PARKS DEPARTMENT	MIKE HADVAB
STANLEY QUARTER PARK	500	1,500	27 WEST MAIN STREET	(860) 826-3357
451 BLAKE ROAD			NEW BRITAIN, CT 06051	
NEW BRITAIN				
PARK DEPARTMENT			NEW BRITAIN PARKS DEPARTMENT	MIKE HADVAB
WALNUT HILL PARK	250	750	27 WEST MAIN STREET	(860) 826-3357
LINWOOD & GRAND STS.			NEW BRITAIN, CT 06051	
NEW BRITAIN				
PARK DEPARTMENT			NEW BRITAIN PARKS DEPARTMENT	MIKE HADVAB
WILLOW BROOK PARK	250	750	27 WEST MAIN STREET	(860) 826-3357
NEW BRITAIN			NEW BRITAIN, CT 06051	
PARK DEPARTMENT			NEW BRITAIN PARKS DEPARTMENT	MIKE HADVAB
HUNGERFORD PARK	250	750	27 WEST MAIN STREET	(860) 826-3357
111 FARMINGTON AVE.			NEW BRITAIN, CT 06051	
KENSINGTON				
PARK DEPARTMENT			NEW BRITAIN PARKS DEPARTMENT	JOHN NAPIER
STANLEY GOLF COURSE	2,000	3,250	27 WEST MAIN STREET	(860) 826-3519
365 HARTFORD ROAD			NEW BRITAIN, CT 06051	
NEW BRITAIN				
PUBLIC WORKS			NEW BRITAIN PUBLIC WORKS	MARK ROSSETTI
55 HARVARD STREET	15,000	170,000	27 WEST MAIN STREET	(860) 826-3378
NEW BRITAIN			NEW BRITAIN, CT 06051	

SCHEDULE OF DELIVERY POINTS:

SPECIAL TERMS:

All deliveries shall comply in every respect with all applicable laws of the Federal Government, State of Connecticut, and the City of New Britain.

The Contractor shall not charge the City for any fees that may be incur for the storage of unleaded gasoline that was not delivered.

The Contractor shall not charge the City for any unleaded gasoline that is not ordered, should the actual quantities ordered be below the estimated quantities listed.

In the event the awarded contractor fails to furnish gasoline meeting these specifications, the City reserves the right to purchase gasoline elsewhere, and any excess costs to the city will be against the contractor.

The City is exempt from the payment of taxes imposed by the Federal Government, and/or the State of Connecticut, and such taxes shall not be included in the bid price, except the gross receipts tax, for which the City is liable.

The vendor agrees to provide the City with ten (10) days notice of a critical fuel shortage, or if the vendor will have to go to an allocation plan.

The Contractor will be responsible for any and all damage to property resulting from the delivery of fuel, and shall cause proper repair of such damage at his own expense, and to the satisfaction of the City.

The Pricing submitted by the bidder is for the total cost per gallon, which will include all delivery costs and all other fees if any.

The Variable and Fixed Pricing for the unleaded gasoline must include winter and summer additives.

TERM OF THE CONTRACT:

Contract will be awarded on a differential Over New Haven Tank Car low price per gallon or a fixed price for a one (1) year term which the City will decide on at the time of awarding the contract. The contract will be awarded soon after the bids are opened on August 22, 2012.

CITY OF NEW BRITAIN PUBLIC BID NO 3680

PRICING

Variable Pricing:

NEW HAVEN TANK CAR LOW PRICE PER GALLON AS OF August 10, 2012.

87 OCTANE:	\$
GROSS RECEPTS TAX:	\$
LUST TAX:	\$
DIFFERENTIAL OVER NEW HAVEN TANK CAR PRICE: (Please Provide a Copy of the Journal of Commerce New Haven ULSA or other published information showing the price with this bid)	\$
TOTAL PRICE PER GALLON:	\$
FIXED PRICING:	
87 OCTANE UNLEADED PRICE PER GALLON:	\$

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3680 – Unleaded Gasoline

State of ();	
County of ().	
I state that I am the	of of	(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 that 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 Contact.

(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.

_____understands and acknowledges that all (6) I state that _____

(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

Legal Name of Bidder

2010

Business Address

Notary Public My Commission Expires 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. 3680 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)_____

CITY OF NEW BRITAIN PUBLIC BID NO 3680

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:	
-----------	--



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@ch.ci.new-britain.ct.us

Date: _____, 2012

Subject: Unleaded Gasoline, Public Bid No. 3680

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:

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

Name (as shown on your income tax return)

je 2.	Business name/disregarded entity name, if different from above					
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner ☐ Other (see instructions) ► Address (number, street, and apt. or suite no.) City, state, and ZIP code	Partnership ☐ Trust/estate ship) ▶ Requester's name and address (optional)				
D	List account number(s) here (optional)					
Par						
to avo reside entitie	your TIN in the appropriate box. The TIN provided must match the name given on the "Name' id backup withholding. For individuals, this is your social security number (SSN). However, fo nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> n page 3.	ra				
	If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.	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

 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 Signature of Here U.S. person ►

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

An estate (other than a foreign estate), or

Date >

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.

Cat. No. 10231X

Form W-9 (Rev. 1-2011)

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

. The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

The IRS tells the requester that you furnished an incorrect TIN,
 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only). Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line. Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include: 6. A corporation.

7. A foreign central bank of issue.

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form

1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an TIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

what hame and humber to dive the hequester	
For this type of account:	Give name and SSN of:
 Individual Two or more individuals (joint account) 	The individual The actual owner of the account or, if combined funds, the first individual on the account '
 Custodian account of a minor (Uniform Gift to Minors Act) 	The minor ²
 a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law 	The grantor-trustee ' The actual owner ¹
 Sole proprietorship or disregarded entity owned by an individual 	The owner ³
 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) 	The grantor*
For this type of account:	Give name and EIN of:
 Disregarded entity not owned by an individual A valid trust, estate, or pension trust 	The owner
 A valid trist, estate, or persion trust Corporation or LLC electing corporate status on Form 8832 or Form 2553 	The corporation
 Association, club, religious, charitable, educational, or other tax-exempt organization 	The organization
 Partnership or multi-member LLC A broker or registered nominee 	The partnership The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) 	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.