

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. 3735

Issued: June 7, 2013

Page 1 of 12 Pages

Bid No. 3735

Date Submitted _____

Delivery: _____ days after receipt of order

Terms: Cash Discount _____ % 30 Days

Net Cash _____ Days

Bidder _____

Street _____

City _____ ST _____ Zip _____

Signature and Title

(Printed name of signer)

Bidder's Telephone Number _____

Bidder's Email Address _____

Prices Quoted Must be F.O.B. _____

New Britain, CT

Date of Bid Opening June 27, 2013 Time 11:00 AM

Delivery Required _____

Jack Pieper
 Purchasing Agent

Amount of Bid Bond None

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	PRICE
1	<p>SALE OF MOBILE CONCESSION RIGHTS FOR VARIOUS PARKS AS PER THE ATTACHED SPECIFICATIONS.</p> <p>BIDDER OFFERS TO PAY THE CITY FOR THE EXCLUSIVE MOBILE CONCESSION RIGHTS AND HAS SUBMITTED A CETIFIED CHECK WITH THIS BID FOR EACH INDIVIDAL PARK OFFER AS FOLLOWS:</p> <p>CHESLEY PARK (MOBILE UNIT)</p> <p>MARTHA HART (MOBILE UNIT)</p> <p>A.W. STANLEY PARK (MOBILE UNIT)</p> <p>STANLEY QUARTER PARK (MOBILE UNIT)</p> <p>OSGOOD PARK (MOBILE UNIT)</p> <p>WASHINGTON PARK (MOBILE UNIT)</p> <p>WILLOW STREET PARK (MOBILE UNIT)</p> <p>****PLEASE SUBMIT BIDS IN DUPLICATE****</p> <p>Duration of the Bid Price (How long will bid price be held for) Number of Days? _____</p> <p>THE FOLLOWING MUST BE EXECUTED/COMPLETED AND RETURNED:</p> <p>1. Form Pur. 1 (Request for Quotation). 2. Notices to Prospective Bidders, Pages 9-12.</p> <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>	<p>\$ _____</p>

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

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

14. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all of the commodities and/or services described therein shall constitute a contract between the Bidder and the City, which shall bind the Bidder on his part to furnish and deliver the articles quoted at the prices stated and in accordance with the conditions of said accepted bid.
15. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
16. In event of default by the Bidder, the City reserves the right to procure the commodities and/or services from other sources and hold the Bidder liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.
17. Where a bid bond is required, such bond must accompany the bid; it must be executed by a surety company licensed to do business in the State of Connecticut; or it may be in the form of a cashier's or certified check made out to the "Treasurer, City of New Britain". Said bond or check in the amount of Ten Percent (10%) of the total bid amount shall be given as security that, if the bid is accepted, a contract will be entered into and the performance guarantee properly secured.
18. The bid bond, cashier's or certified check shall be forfeited and the principal amount of said bid bond shall be paid to the City or said check shall be surrendered to the City as the agreed amount of liquidated damages in case of failure of Bidder to enter into contract as above described. The bid bond or check will be released or returned to the Bidder in case his bid is rejected. Bid bonds or checks from the three lowest bidders will be held for a period of 60 days after the bids are opened.
19. All contracts for goods or services where the contract price is more than \$50,000.00 will require a performance bond that must be executed by a surety company licensed to do business in the State of Connecticut in accordance with and pursuant to Section 2-702 inclusive of the Purchasing Ordinances of the City.
20. The Bidder guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Bidder is not the patentee, assignee or licensee.
21. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply 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.

SPECIFICATIONS AND NOTICE TO BIDDERS:

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

Sale of Exclusive Mobile Concession Rights for Various Parks from July 15, 2013 through July 14, 2014.

Specifications for the service required follow. The Purchasing Agent reserves the right to divide the award and 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. BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME. ****PLEASE SUBMIT BIDS IN DUPLICATE****

GENERAL:

1. Bid responses shall be enclosed in an envelope (both outer and inner), sealed, and clearly marked "Public Bid #3735, Concessions", name and return address of bidder, date and time of bid opening.
2. The Contractor must carry all insurance as set forth in the attached requirements; sample certificates stating currently in force coverage limits must be enclosed in bid package. Original certificate, naming "City of New Britain and Consolidated School District" as "Additional Insured" must be submitted by the Bidder at the time of submitting this bid to the Purchasing Agent.
3. Contractors are encouraged to visit the various City Parks in New Britain, CT and familiarize themselves with the bid specifications.
4. The following exclusions will apply and will become part and parcel of the final contract documents and/or the purchase order.
5. The New Britain Parks and Recreation Department or their Designees have the right to sell concessions at the Parks.

Mobile Concession vendor will be excluded and will not be permitted to sell at the following sites and corresponding respective dates;

*MARTHA HART PARK: #1, 2, 3 and 4 are all exclusions:

- 1) Little League Opening Day.
- 2) Little League Playoffs (Maximum of seven days).
- 3) Fagan Little League will have concession rights Monday through Friday after 4:00 pm; Concessionaires are allowed to operate on weekdays until 4:00 pm. Saturdays from 9:00 am to 6:00 pm. This exception is lifted from September 30, 2013 – March 30, 2014.
- 4) During special events (not to exceed 2) Parks and Recreation has exclusive domain over all vendors. Parks and Recreation will sell refreshments and contract with select vendors to sell: Dates of special events are not available at this time. Vendor cannot sell at the Children's Fishing Derby

*STANLEY QUARTER PARK:

- 1) Little League Opening Day.
- 2) During special events (not to exceed 5) Parks and Recreation has exclusive domain over all vendors. Parks and Recreation will sell refreshments and contract with select vendors to sell. Dates of special events are not available at this time. Vendor cannot sell at the Children's Fishing Derby, and Fourth of July, 2014.

A.W. STANLEY PARK:

- 1) Restricted to no closer than 300' of the official little league field during scheduled games.
- 2) During special events (not to exceed 5) Parks and Recreation has exclusive domain over all vendors. Parks and Recreation will sell refreshments and contract with select vendors to sell. Dates to be announced.

CHESLEY PARK:

- 1) During special events (not to exceed 5) Parks and Recreation has exclusive domain over all vendors. Parks and Recreation will sell refreshments and contract with select vendors to sell. Dates to be announced.

OSGOOD PARK:

- 1) During Police Athletic League (PAL) games and/or practices when concession is open.
- 2) During special events (not to exceed 5) Parks and Recreation has exclusive domain over all vendors. Parks and Recreation will sell refreshments and contract with select vendors to sell. Dates to be announced.

WASHINGTON PARK:

- 1) During special events (not to exceed 5) Parks and Recreation has exclusive domain over all vendors. Parks and Recreation will sell refreshments and may also contract with selected vendors to sell concessions at these special events. Dates to be announced.

NUTMEG STATE GAMES:

During these games, which will be conducted at various City Parks from July 19 to July 28, 2013, the vendors awarded the concession rights at these various City Parks will not have or be given exclusive domain while these state games are being conducted.

6. Bidders shall fill out amounts only for the Park(s) they propose to service.

Award will be made in accordance with Article Ten (10) on Page 2.

SALE OF CONCESSION RIGHTS AT

Item #1	Chesley Park
Item #2	Martha Hart Park
Item #3	A.W. Stanley Park
Item #4	Stanley Quarter Park
Item #5	Osgood Park
Item #6	Washington Park
Item #7	Willow Street Park

Sealed proposals for the concession rights at Stanley Quarter Park, Chesley Park, A.W. Stanley Park, Martha Hart Park, Osgood Park, and Washington Park in the City of New Britain, for a period beginning July 15, 2013 to July 14, 2014, will be received by the Purchasing Agent of the City of New Britain, in Room 401, 27 West Main St., City Hall, until the bid opening.

7. Concession rights in the above named parks shall be serviced from a mobile van licensed for this particular trade and shall be owned by the concessionaire.

8. The mobile vehicle shall at all times be kept neat and clean both inside and outside as to appearance. The attendants shall be neatly dressed and always clean as to appearance.

9. The Concessionaire, or any employees engaged in dispensing foods shall furnish at his expense, a physicians certificate, testifying to his freedom from venereal disease, TB, HIV, Hepatitis A, B, & C.

- 10. An area shall be designated in each park by the Park and Recreation Commission for the Concessionaire to conduct their business. The Parks and Recreation Commission has authority to grant exclusive concession rights only within the respective park boundaries.**
- 11. The Concessionaire shall keep the area around the vehicle stands free of litter. All litter shall be placed in containers and the Concessionaire shall see to it that customers refrain from depositing litter about, other than in containers provided for this purpose. At the end of each day the Concessionaire shall pick up any heavy deposit of litter that is strewn about the concession area.**
- 12. All permits and licenses necessary for this particular vending business shall be obtained and paid for by the Concessionaire. Copies of all permits and licenses will be submitted by the Concessionaire to the Parks and Recreation Department before any concession sales takes place at the Parks.**
- 13. All articles sold by the Concessionaire shall be of first class quality, and not contain any harmful ingredients.**
- 14. The selling price of all articles shall not be higher than the regular price throughout the City. List of prices shall be on file with the Park and Recreation Commission.**
- 15. There shall not be any salesman stationed on any part of the Parks other than in the area designated by the Park and Recreation Commission.**
- 16. The mobile vehicle shall have a Motor Vehicle Inspection stamp, issued by the State Motor Vehicle Department indicating that it is in first class condition.**
- 17. The Concessionaire must serve the needs of the Public in Park areas every day during the week unless prevented by inclement weather.**
- 18. The Concessionaire shall make sales only between hours as determined by the Park and Recreation Commission. The Concessionaire shall be notified by letter of these hours.**
- 19. The Concessionaire shall have knowledge of safety rules in the operation of the vehicle and shall be extremely careful during operation of the vehicle in the Parks. At no time shall reverse operations be made by the operator of the vehicle. The operator shall drive in and out of the assigned area.**
- 20. The City shall not be liable to the concessionaire for any injury or damage however caused to any property or person because of the act of the Concessionaire or his agents.**
- 21. HOLD HARMLESS AGREEMENT: -- The Concessionaire, 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, amages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and approximately 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.**
- 22. The successful bidder must sign a waiver releasing the City of New Britain from any responsibility such as injury or harm to property or person.**

23. Payment for the Concession Rights to the City shall be made with the submittal of this bid for all concession areas that are bided upon by the bidder. A Certified Check in the full amount of the bid for each Park shall be made payable to "Treasurer, City of New Britain".

NOTE: A Certified Check for each individual Park being bid on must be submitted. DO NOT INCLUDE ALL PARKS IN ONE CHECK. If you are not awarded an individual Park, the check issued for that individual Park will be returned to you.

24. INSURANCE:

Purchaser will submit proof to the Purchasing Agent the following coverages when submitting their bids for the Concessions Rights to a Park location. If insurance coverage can not be submitted the purchaser will not be awarded the Concession Rights to the Park(s).

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.

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.

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.

25. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications may be directed to Matt Scofield, New Britain Parks and Recreation Department (860) 826-3358

- 26. 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.**
- 27. 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.**
- 28. 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.**
- 29. 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.**
- 30. 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.**
- 31. 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.**
- 32. 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 highest bid for these Concession Rights. 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 highest 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 lower than the highest bid and has agreed to accept the award of the bid at the amount of the high bid, the bidder who has submitted the higher/highest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located within the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut.**
- 33. The Bidder(s) awarded the concession rights to the Parks shall submit the required insurance certificates, all permits and licenses necessary for this particular vending business and all physicians certificate, testifying to their freedom from venereal disease, TB, HIV, Hepatitis A, B, & C to the Parks and Recreation Department before any concession sales takes place at the City Parks. If the Bidder(s) awarded the concession rights fails to submit the required insurance and physicians certificates, permits, and licenses then the City reserves that right not to award the concession rights to the winning Bidder(s), not to return the payment checks for the concession rights submitted by the winning bidder(s) and to award the concession right to the next highest bidder(s).**

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3735- Concession Right at Various City Parks

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 _____,
2013

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. 3594 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: _____



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) 826-3402
FAX: (860) 612-4204
E-MAIL: jpieper@newbritainct.gov

Date: _____, 2013

Subject: City Park Concessions Rights, Public Bid No. 3735

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): _____



City of New Britain

PURCHASING DEPARTMENT

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

27 West Main Street, New Britain, CT 06051

Bid Addendum No. 1

Project: PARK CONCESSION RIGHTS BID NO. 3735

Subject: ADDITIONAL PARK

Date: JUNE 11, 2013

An additional City Park has been added to the list of Parks that the City is selling exclusive Mobile Concession Rights to from July 15, 2013 to July 14, 2014. The Park is Willow Street Park.

During special events (not to exceed 5) Parks and Recreation has exclusive domain over all vendors. Parks and Recreation will sell refreshments and contract with select vendors to sell. Dates to be announced.

Substitute page one (1) of the Bid Specifications that you have with the attached and submit it with your bid for the Mobile Concession Rights on or below June 27, 2013 at 11:00AM.