

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

Bid No. 3907Issued: January 12, 2017Page 1 of 15 Pages

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

Prices Quoted Must be F.O.B. City of New Britain, Stanley Quarter Park,451 Blake Road, New Britain, CT. 06051Date of Bid Opening February 09, 2017 Time 11:00 AM

Delivery Required _____ Jack Pieper
Purchasing Agent

Amount of Bid Bond NoneBid No. 3907

Date Submitted _____

Delivery: _____ days after receipt of order

Terms: Cash Discount _____ % 30 Days

Net Cash _____ Days

Bidder _____

Street _____

City _____ ST _____ Zip _____

Signature and Title _____

(Printed name of signer) _____

Bidder's Telephone Number _____

Bidder's Email Address _____

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	UNIT PRICE
1	<p>Provide and Furnish all material and labor for a Fireworks Display to be held on Tuesday, July 4, 2017 with a rain date of Wednesday, July 5, 2017 at Stanley Quarter Park, 451 Blake Road, New Britain, CT. per the attached specifications.</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> <ol style="list-style-type: none"> 1. Form Pur. 1 (Request for Quotation). 2. Notices to Prospective Bidders, Pages 12-13 3. W9 page 14 and Non Collusive Affidavit page 11 3. A Bid Bond is required for all goods or services that are \$25,000.00 or greater. <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>	See Specifications for Unit Pricing

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.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the Bidder shall so state.
5. Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will, upon request, be returned at the Bidder's risk and expense.
6. Price Quotations must be stated in units of quantity specified, show unit pricing, include packing and delivery to destination and all other incidental charges included in the grand total price or bid may be rejected. In case of error in the extension of prices, the unit price shall govern.
7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. The City reserves the right to make final determination of equivalency.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the City. If the Bidder does not indicate that the commodity he proposed to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. Abstracts of bids received are prepared for distribution by the Department of Purchases.
9. Award will be made to the lowest responsible qualified Bidder, who shall be determined in accordance with and pursuant to Section 2-578, inclusive of the Purchasing Ordinances City of New Britain. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award.
10. **Section 2-578, item 10, allows up to a ten (10) percent differential in favor of resident Bidders for all purchases and contracts except construction and/or capital improvements. Any city-based bidder, which has submitted a bid, shall be awarded the bid provided that such city-based bidder agrees to accept the award of the bid at the amount of the low bid. In a situation where no city-based bidder submits a bid or where a city-based bidder does not come within the ten (10) percent or chooses not to meet the lowest bid however, there are bids submitted by companies based in Connecticut and other companies based outside Connecticut, in that event the Purchasing Agent shall allow a five (5) per cent differential in favor of the Connecticut based bidder. If more than one Connecticut based bidder submits a bid of not more than five (5) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the bidder who has submitted the lower/lowest bid shall be awarded the bid. A "Connecticut based bidder" shall mean a business with a legal principle place of business located within the State of Connecticut. A business shall not be considered a Connecticut based bidder unless evidence satisfactory to the purchasing agent has been submitted with the bid documents has a bona fide principle place of business within the State of Connecticut. For construction projects or capital improvements the lowest bidder shall be determined in the following order unless otherwise prohibited by applicable state and federal legislation. (1) For construction projects or capital improvements involving a total contract price of one million dollars (\$1,000,000.) or less any city-based bidder that submitted a low bid not more than eight (8) percent higher than the lowest bid, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. (2) For construction projects and capital improvements of involving a total contract price of more than one million dollars (\$1,000,000.) but less than five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than four (4) percent higher than the lowest bidder, provided such city-based bidder agrees to accept the award of the bid at the lowest bid amount. For construction projects and capital improvements involving a total contract price of over five million dollars (\$5,000,000.) any city-based bidder that submitted a low bid not more than two (2) percent higher than the lowest bid, provided such city-based 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.

CITY OF NEW BRITAIN
PUBLIC BID NO. 3907

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

Provide all material and labor for a Fireworks Display to be held on Tuesday, July 4, 2017 with a Rain Date of Wednesday, July 5, 2017

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

NOTICE TO BIDDERS:

GENERAL:

1. Bid responses shall be enclosed in an envelope (both outer and inner), sealed, and clearly marked "Public Bid #3907, "Fireworks Display", name and return address of bidder, date and time of bid opening.
2. The **Contractor must carry all insurance as set forth in these specifications.** 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 Insureds" must be presented by the successful Contractor at the time of contract signing.
3. Contractors are encouraged to visit Stanley Quarter Park, 451 Blake Rd., New Britain, CT and familiarize themselves with the project, ground conditions and planned firing area that has been diagramed in the attachment.
4. The Contractor shall provide a notarized statement attesting to superintendence of the event by a trained pyro-technician on the work site at all times during the night of the fireworks display.
5. The Contractor shall not award any work to any subcontractor without prior written approval of the City of New Britain.
6. All work must be done in a workmanlike manner by qualified personnel having adequate experience in this type of work.
7. Any work not completed in accordance with these specifications or of inferior quality must be corrected in a satisfactory manner at the Contractor's expense.
8. All work must be scheduled and approved in coordination with the Director of the Parks, Recreation and Community Services Department and or his designee to avoid conflicts. The display must take place on Tuesday, July 4, 2017 with a rain date of Wednesday, July 5, 2017.

9. The Contractor must provide, erect and maintain all necessary barricades and signs and take all necessary precautions for the protection of the site and safety of the public at all times during the project.

10. If the Contractor claims that any instructions given him involve extra cost, he shall, within five (5) days after receipt of such instructions and before proceeding to execute the work, submit his protest thereto in writing to the Director of the Parks, Recreation and Community Services Department stating clearly and in detail the basis of his objection. No such claim shall be valid unless so made.

11. The City reserves the right to re-schedule the display due to poor weather conditions at no additional fee or charge by the Contractor.

12. The City reserves the right to cancel the fireworks display at no fee or charge by the Contractor by given written notice within fifteen (15) days of the scheduled date of the event or re-scheduled date.

13. All delivery and any incidental charges must be included in the pricing. Delivery point is: Stanley Quarter Park, 415 Blake Road, New Britain, CT. Stated quantities are estimates only; no guarantee is given, express or implied, as to actual quantities to be ordered.

14. 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.

15. Exceptions to any of the specifications must be clearly stated on a separate piece of paper.

16. Manufacturer must be clearly stated.

17. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications may be directed to Erik Barbieri, New Britain Parks, Recreation and Community Services Department, (860) 826-3453.

18. Vendor insurance requirements are as follows and an Insurance Certificate must be provided with the submitted bid documents:

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	\$5,000,000
	General Aggregate	\$5,000,000
	Products/Completed Operations	\$5,000,000
	Aggregate	
Auto Liability*	Combined Single Limit	
	Each Accident	\$5,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

* "The City of New Britain and Consolidated School District" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

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

Workers' Compensation and WC Statutory Limits

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

Original, completed Certificates of Insurance must be presented to the Purchasing Agent prior to purchase order/contract issuance. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation. The Vendor shall also agree to name the City as Additional Insured on all Insurance Policies except Workers Compensation and provide a Waiver of Subrogation on all policies.

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

CONTRACTOR SHALL MAINTAIN LIMITS NO LESS THAN:

General liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage for Contractual Liability is to be included.

Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Connecticut and Employer's Liability insurance for at least the amounts of Liability and Bodily Injury by accident of \$500,000 each accident, Bodily Injury by Disease each employee of \$500,000, and Bodily Injury by Disease policy limit of \$500,000.

DEDUCTIBLES AND SELF-INSURED RETENTIONS:

Any deductible or self-insured retentions must be declared to and approved by the City of New Britain. At the option of the City of New Britain, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of New Britain, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS:

Contractor shall name the City as Additional Insured on all Insurance Policies except Workers Compensation and a Waiver of Subrogation on all Insurance Policies.

The policies are to contain, or be endorsed to contain, the following provisions:

INSURANCE REQUIREMENTS FOR CONTRACTORS:

General Liability Coverage:

“The City of New Britain, its officers, officials, employees and volunteers and Consolidated School District” are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insureds general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of New Britain, its officers, officials, employees or volunteers.

Comprehensive Auto Liability Coverages applies to all automobiles owned, leased, hired or borrowed by the Contractor.

The Contractor’s insurance coverage shall be primary insurance as respects the City of New Britain, its officers, officials, employees and volunteers and Consolidated School District. Any insurance or self-insurance maintained by the City of New Britain, its officers, officials, employees or volunteers and Consolidated School District shall be excess of the Contractor’s insurance.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of New Britain, its officers, officials, employees or volunteers and the Consolidated School District.

The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Workers’ Compensation and Employer’s Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City of New Britain, its officers, officials, employees and volunteers and Consolidated School District for losses arising from the work performed by the Contractor for the City.

All Coverages:

Each insurance policy required by the clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of New Britain’s Purchasing Agent.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a BEST rating of no less than A-V111.

VERIFICATION OF COVERAGE:

Contractor shall furnish the City of New Britain with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of New Britain Purchasing Agent before work commences. The City of New Britain reserves the right to require complete, certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR THE CITY OF NEW BRITAIN, CONTRACTORS, LESSEES, AND OTHERS

The Contractor shall save, keep and hold harmless the City of New Britain, its officers, officials, agents, employees and volunteers from all damages, cost or expenses in law or equity that may at any time arise or be set up because of damages to property or person all injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the Contractor, any of the Contractor's employees, or any subcontractor. The City of New Britain will not be held liable for any accident, loss or damage to the work prior to its completion and acceptance. Contractual liability insurance shall be required in accordance with limits to be

SPECIFICATIONS:

- 1. The Contractor will provide a display following the specifications included for the amount of \$25,000.00. The bid response must include a breakdown of the show to be provided, specifying shell size, type, length of each series, complete description of finale, length of entire show, and any other pertinent information. The Contractor must also provide two copies of patriotic music coordinating with the display on CD(s); sound system to be provided by the City. The City shall also consider proposals for a computerized pyro-musical firework display.**
- 2. It shall be the responsibility of the bidder to be acquainted with the ground conditions at the Stanley Quarter Park site used for the display.**
 - A. In the event of poor ground conditions, access to shoot area will be limited at the direction of the Director of the Parks, Recreation and Community Services Department. The City, upon request of the Contractor, may provide necessary equipment to facilitate the display set-up and dismantling.**
 - B. All eight (8) inch shells are to be secured and can be fired from steel tubes within steel drums internally filled with sand. Barrels to be mounded externally with sand for maximum stability and safety.**

CITY OF NEW BRITAIN
PUBLIC BID NO. 3907

3. It shall be the responsibility of the Contractor to follow all regulations published by the State of Connecticut, Department of Public Safety, Division of Fire and Building Safety, Bureau of State and Fire Marshall on the sale, use, transportation and storage of fireworks and special effects.

4. The Contractor must have performed approved displays in the State of Connecticut in each of the previous three (3) years. References from locations must be included with the bid proposal.

5. The Contractor shall include the name, address, and State Police certificate of competency number of the person who will fire the display.

6. The Contractor will be responsible to obtaining for all required permits from State, City and Fire Agencies. Copies of the permits must be given to the Parks, Recreation and Community Services Department before the Fireworks Display is to be held.

7. Mortar size shall not exceed eight (8) inches in order to conform with distance requirements at the shooting site.

8. No displays of shells smaller than three (3) inch diameter shells will be allowed.

9. No box finale show (cluster shots) will be allowed.

10. No low-level salutes shot from cardboard boxes will be allowed.

11. The display is to be setup for firing by the Contractor and secured per State regulations and Local Fire Marshall specifications subject to City approval.

12. The awarded bidder shall arrange in advance a time on the day of the display at which to inventory the display with the Fire Marshall and Parks and Recreation Director.

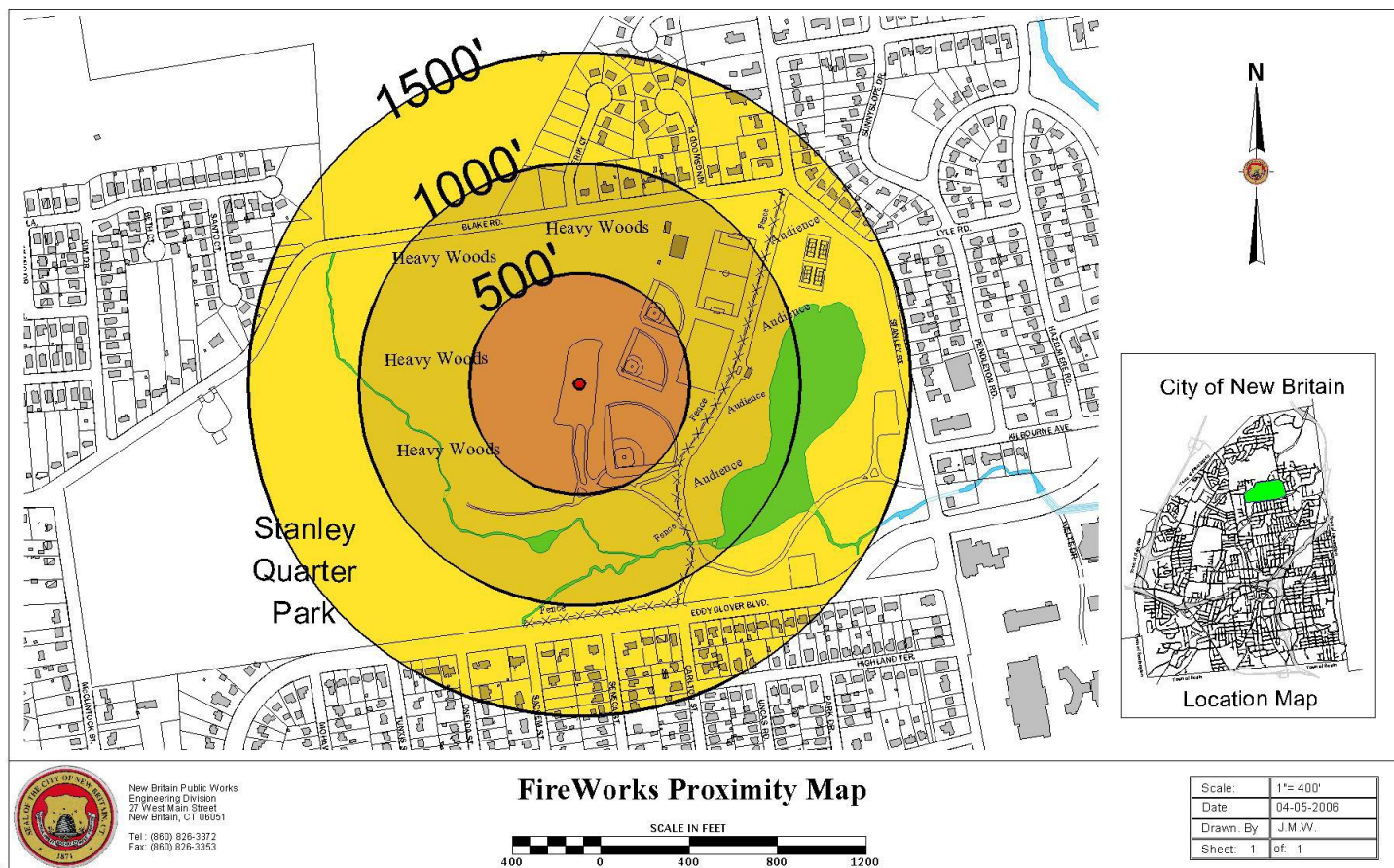
13. The Contractor must cover the display with plastic in the event of rain during the day they are setting up for the event or the day of the event.

14. The City of New Britain reserves the right to reject any and all bids as serves the best interest of the City of New Britain.

15. The City reserves the right to cancel the fireworks display at no fee or charge by the Contractor by given written notice within fifteen (15) days of the scheduled date of the event or re-scheduled date.

16. The Bidder must provide a copy of their insurance certificate with the required coverages at the time of submitting the bid.

FIREWORKS PROXIMITY MAP



NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 3907 – July 4, 2017 Fireworks Display

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 _____,
2017.

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. 3782 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

2. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

3. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

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

_____ Date: _____

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

By: _____ Date: _____

**Request for Taxpayer
Identification Number and Certification**

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

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

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Social security number [][]-[][]-[][][][][][] Employer identification number [][]-[][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	Sign Here Signature of U.S. person ▶ Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

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

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

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

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

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



City of New Britain

New Britain, Connecticut 06051

*"New Britain:
A City for
All People"*

27 WEST MAIN ST., NEW BRITAIN, CT 06051

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

Date: _____, 2017

Subject: Fireworks Display, July 4th, 2017, Public Bid No. 3907

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): _____
