

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. 4037

Issued: January 08, 2021

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Bid No. 4037

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 _____

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

Prices Quoted Must be F.O.B. Various City Locations/Garages

New Britain, CT

Date of Bid Opening February 02, 2021 Time 11:00 AM

Delivery Required _____ Jack Pieper
 Purchasing Agent

Amount of Bid Bond None

ITEM NO.	DESCRIPTION OF COMMODITIES AND/OR SERVICES	PRICE
	<p>FURNISH AND DELIVER CITY REQUIREMENTS FOR NEW TIRES AND TUBES FOR TRUCKS, CARS AND EQUIPMENT AND TIRE AND TUBE REPAIRS, ROAD SERVICE, ALIGNMENTS, AND RECAPPING OF TIRES AS PER ATTACHED SPECIFICATIONS AS MAY BE REQUIRED DURING THE TERM MARCH 01, 2021 TO FEBRUARY 28, 2023.</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 WITH THE BIDS :</p> <ol style="list-style-type: none"> 1. Form Pur. 1 (Request for Quotation). 2. Notices to Prospective Bidders, W9, and Non Collusive, <p><u>BIDS WILL NOT BE ACCEPTED AFTER THE STATED BID OPENING DATE AND TIME.</u></p> <p>PLEASE NOTE THAT BIDS SUBMITTED CANNOT BE FAXED OR E-MAILED.</p>	<p>Please Provide Pricing on Pages 6-9</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. **Section 2-592, All formal bids shall, whenever possible, be based on at least three (3) competitive bids and shall be awarded to the lowest responsible bidder. If three (3) competitive bids are not received, the City reserves the right to reject any and all bids received and not to award the bid and to go back out to bid to obtain three (3) competitive bids.**
 13. 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. The Bidder, where applicable, agrees to pay its labor force Prevailing Wage Rates and to comply to all Laws, Regulations and Ordinances regarding these wage rates and the recording of them set forth by the Connecticut Department of Labor and the City of New Britain Connecticut.

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

Furnish and deliver tires and tubes for trucks, cars and equipment and tire and tube repairs, road service, alignments, and recapping of tires as per attached specifications

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

NOTICE TO BIDDERS:

1. All delivery and any incidental charges must be included in the pricing. Delivery point is: New Britain, CT. Stated quantities are estimates only, no guarantee is given, express or implied, as to actual quantities to be ordered.
2. The City of New Britain is exempt from the payment of taxes imposed by the federal government and/or the State of Connecticut; such taxes shall not be included in the bid prices.
3. Exceptions to specifications must be clearly stated on a separate piece of paper.
4. **Tire Manufacturer must be clearly stated.**
5. Questions regarding the Purchasing process may be directed to Jack Pieper, Purchasing Agent, (860) 826-3402. Questions regarding technical specifications may be directed to Sam Plumley, Fleet Manager, City Yard, Public Works Department, City of New Britain, (860) 826-3486.
6. Vendor insurance requirements are as follows:
Vendor shall agree to maintain in force at all times during which services are to be performed the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

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

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

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

Workers' Compensation and WC Statutory Limits

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

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

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.

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

8. 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 and the right to divide the award.

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

10. 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 divide the award or to reject any and all Bids if evidence submitted by or investigation of such Bidder fails to satisfy the City.

Bidder is properly qualified to carry out the obligations of the Contract and to complete the work or delivery of the items contemplated therein.

11. The City shall not be held responsible for any misspellings, typographical errors, omission or conflicting information within the bid documents. If the Bidder finds any within the bid documents, the Bidder should contact the Purchasing Agent requesting clarification.

SPECIFICATIONS:

GENERAL

Percentage discount stated must be based upon the catalog that approximates the manufacturer's net list pricing for the period March 01, 2021 to February 28, 2023. This catalog and applicable discounts will be used for the entire contract period. The bid will be awarded on net cost of representational item(s) from each category of most commonly used products by the City of New Britain.

The Bidder cannot raise prices of the tires or tubes that they are providing to the City at any time per their discretion. Increases in prices of tires and tubes can only happen after the approved tire and tube manufacturer officially publishes a new price schedule for these items. The Bidder must justify the price increases from the manufacturer by providing to the City's Fleet Manager a copy of the new price schedule from the manufacturer showing the new prices of the tires and tubes and indicating the amount of the increases. Price increases will not be accepted by the City until this procedure is followed and approved by the City's Fleet Manager.

PRICING

Tires replaced must be same size as original equipment or equivalent.

I TIRES AND TUBES:

Percentage discount from manufacturers published price.

Police Pursuit 225/60HR16 M&S "Speed Rated"	_____ %
Police Pursuit 235/55HR17 M&S "Speed Rated"	_____ %
Passenger Radial 215/60R16 "50,000 mile rating"	_____ %
Passenger Radial M&S	_____ %
Lt. Duty 245/75R17	_____ %
Lt. Duty 265/70R17	_____ %
Lt. Duty 265/70R18	_____ %

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Med. Duty Radial LT235/85R16E all position 50,000 mile	_____	%
Med. Duty Radial LT245/75R16E all position 50,000 mile	_____	%
Med. Duty Radial LT225/70R19.5G steer tire	_____	%
Med. Duty Radial LT225/70R19.5F trac/drive tire	_____	%
Heavy Duty 11R22.5 steer tire	_____	%
Heavy Duty 11R22.5 trac/drive tire	_____	%
Heavy Duty 12R22.5 steer tire	_____	%
Heavy Duty 12R22.5 trac/drive tire	_____	%
Heavy Duty 12R24.5 steer tire	_____	%
Heavy Duty 12R24.5 trac/drive tire	_____	%
Heavy Duty 315/80R22.5 steer tire	_____	%
Heavy Duty 315/80R22.5 drive tire	_____	%
Heavy Duty 385/65R22.5 steering tire	_____	%
Heavy Duty 425/65R22.5 steering tire	_____	%
Heavy Duty 445/65R22.5 steering tire	_____	%
Loader 20.5x25 L2-G2	_____	%
Loader 23.5x25 L2-G2	_____	%
Industrial	_____	%
Tire Brand_____		
Tube Brand_____		

II. RECAPPING

Percentage discount from major Rubber Company

Industrial List Price _____%

Date and number of manufacturer's catalog and price list

III. TUBE REPAIR:

- 1. Tube repair service within City limits, passenger, each \$ _____
- 2. Tube repair service within City limits, truck and off the road, each \$ _____
- 3. Mounting and dismounting tires – new and otherwise, ea \$ _____
 - a. All tires up to 16.5” diameter, all plys \$ _____
 - b. All tires 17” to 20” diameter, all plys \$ _____
 - c. All tires 9: 22.5” up to 24.5” diameter, all plys \$ _____
 - d. All tires 25” diameter and up, all plys loader tires, off road tires \$ _____
- 4. Wheel balancing – passenger \$ _____
- 5. Wheel balancing – Light Truck \$ _____

IV FLAT REPAIR:-(ALL RADIAL TIRES, CAR AND TRUCKS MUST BE PATCHED FROM THE INSIDE OF TIRE. NO PLUGS WILL BE ACCEPTED).

- a. Passenger tires, each \$ _____
- b. Small truck tires all ply, (P225-75-15) each \$ _____
 - (P235-75-15) each \$ _____
- c. Medium truck tires all ply, (LT225-85R16) \$ _____
 - (LT235-85R16) \$ _____
 - (LT245-75R17) \$ _____
 - (LT265-70R17) \$ _____
 - (LT265-70R18) \$ _____
 - Radial – Tubeless \$ _____

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- d. Heavy Duty Truck tires sizes – all plys up to and including 10.00 x 22 each, 12R 22.5 & 11R 22.5, Tubeless radials \$ _____
- e. Off the road tires, each \$ _____
- f. Off road loader tires \$ _____
- g. Road service within City limits, per call including mileage, vendor must respond within 1 hour of call. \$ _____
- h. Non emergency-scheduled-tire service at our facility for loaders, sweepers, tractors, etc. per call. \$ _____
- i. Vendor must be able to provide drive in shop service for tire repair within ½ hour. Yes _____ No _____

V ALIGNMENTS:

- a. Four wheel alignment, passenger vehicles \$ _____
- b. Thrust angle alignment, Light Truck \$ _____
- c. Thrust angle alignment, medium duty to 18,000 lbs. \$ _____
- d. Four wheel Alignment, Passenger Vehicles \$ _____

SPECIAL BID AND CONTRACT TERMS AND CONDITIONS

Scope: This covers the requirements of all using City Departments, for new tires and tubes for trucks, cars and equipment, and tire and tube repairs, road service, and recapping of tires for the period March 01, 2021 to February 28, 2023.

Laws: All deliveries hereunder shall comply in every respect with all applicable laws of The Federal Government and/or the State of Connecticut.

Bid prices: Prices shall be net including all charges as well as transportation charges fully prepaid by the Contractor F.O.B. destination. No additional charges will be allowed for packing or packages.

Discount Basis: All items listed in the current manufacturer’s catalog will be purchased on a discount-from-manufacturer’s published price list. The Bidder shall quote his discount from net list prices and submit with his Bid a current price list and manufacturer’s catalog to which the quoted discount applies. The Contractor will be required to furnish a sufficient number of these price lists and catalogs to supply all using City Departments and shall supplement this list as often as necessary during the life of the contract. Approximately 10 catalogs and price lists will be required.

Award(s) will be made from percentage discount off net list price for new tires and tubes, and percentage of discount off Major Rubber Company Industry list price on recaps and Section repair along with labor costs of flats and length of time for repairs. The City reserves the right to divide the award.

Price Adjustments: It is understood and agreed that the contract prices will be subject to any increases or decreases in the manufacturer's prices based on published price list in effect at time of delivery, less discount and less tax. However, price change will not become effective until the City's Fleet Manager has received sufficient number of price lists for distribution to the various City Departments.

The Bidder cannot raise prices of the tires or tubes that they are providing to the City at any time per their discretion. Increases in prices of tires and tubes can only happen after the approved tire and tube manufacturer officially publishes a new price schedule for these items. The Bidder must justify the price increases from the manufacturer by providing to the City's Fleet Manager a copy of the new price schedule from the manufacturer showing the new prices of the tires and tubes and indicating the amount of the increases. Price increases will not be accepted by the City until this procedure is followed.

Quantities: The proposed contract shall cover the actual requirements of the City of New Britain, and the value of purchases is estimated at an annual amount of approximately \$52,000.00. It is understood and agreed that the contract shall cover the quantities actually ordered by the City Department for delivery during the term of the contract, whether more or less than any amount shown.

Exception: The City reserves the right to contract separately for unusual large quantity purchases of single items, emergency purchases, and purchases involving trade-ins.

Deliveries: Deliveries shall be made at such time and in such quantities as ordered in strict accordance with instructions listed on the purchase order. Vendor is expected to make delivery within 24 hours when required.

Identification: Each item shall bear label or stamp showing a manufacturer's trade name and serial number.

Packing: All items shall be packed in accordance with prevailing commercial practices in such a manner to insure delivery in good condition.

Report of Purchases: The Contractor will be required to furnish the City's Fleet Manager a summary of the total purchases made under this contract each month.

DETAILED SPECIFICATIONS OF TIRES AND TUBES

1. Tires shall be those recognized in the trade as first-line, first-grade, 100 level or better as generally accepted by the industry and shall be of no lower quality and conform to Federal Specifications ZZ-T-00381J and latest revisions thereto. Bid must be accompanied by a certificate from tire manufacturer that tire offered (bid on) is 100 level or better. All tubes shall be of extra heavy type and shall meet the latest Federal Specifications ZZ-I-5508 and latest revisions or amendments thereto.
2. For retreads, camel back material is to be equal or better than original equipment material.
3. Tires replaced must be same size as original equipment or equivalent
4. Contractor must be able to recap our casings. All casings not belonging to the city must be virgin first rate, no sections or spot repair acceptable.

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5. For retreads, skid depth and tread width is to be equal or better than original skid depth and tread width.
6. All recapped tires shall be given a new tire guarantee.
7. All tube repairs shall be vulcanized.
8. Road and repair services: The Bidder must be in a position to provide means of giving satisfactory service to the City cars and trucks twenty four (24) hours per day, seven (7) days per week. The Bidder must also provide road service during these hours for tire repairs. Failure to show provision of this service may be cause for rejection of Bid, and cancellation of contract if services are not continued satisfactory to the City during the tenure of the contract. Contract for repair service to be considered with the tire group.
If the successful Bidder is unable to furnish any size or sizes of tires shown in estimated requirements when needed, the City of New Britain reserves the right to purchase said size or sizes of tires in the open market.
9. **The Bidder must be able to service at their location all bid items, tires and tubes for trucks, cars and equipment and tire and tube repairs, road service, alignments, and recapping of tires.**
10. Warranty: The Bidder shall state in a separate letter which shall be part of the bid the extent of guarantee or warranty and the basis of making adjustments of tires and tubes that fail to give satisfactory service.
11. The Bidder shall state location of service facility in a separate letter, which shall become part of this bid.
12. **The Bidder must be located in or within a Five (5) to Ten (10) mile radius of the City of New Britain to assure that tire purchases and repairs as well as any other needed tire service can be performed in a timely manner, during the business day, on weekends and early evening hours if required.**
13. **The Bidder cannot charge the City any extra cost for repairs or replacement of the tires or tubes if the vehicle has a tire pressure monitoring system.**

NON COLLUSIVE AFFIDAVIT OF BIDDERS

BID# 4037 - Tires and Tubes

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 _____,
2021

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 the City.

The Purchasing 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 Purchasing 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. 4037 are: (Please type or print clearly and use additional pages if necessary).

1. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

NOTICE TO PROSPECTIVE BIDDERS
CERTIFICATION REQUIRED

2. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

3. Name: _____

Local Residence Address (if any) _____

Local Mailing Address (if any) _____

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

Entity's Name _____

Local Mailing Address (if any) _____

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

_____ Date: _____

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

By: _____ Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* 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											
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Employer identification number											
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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: _____, 2021

Subject: Tire and Tubes, Public Bid No. 4037

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): _____
