

INSTRUCTIONS TO PROPOSERS

Sealed proposals will be received by the Purchasing Agent, City Hall, 140 Main St., Room 206, Torrington, CT 06790 until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department. Proposals received later than the time & date specified will not be accepted. Amendments to or withdrawal of any section of the submitted proposal received later than the time & date set for the opening will not be considered. Proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the RFP documents. In the event of the closure of City Hall, the bid will be opened on the following business day that City Hall is opened.

BID DOCUMENTS: are available upon receipt of this invitation over the Internet web site: www.torringtonct.org. Businesses without Internet Access may contact the Purchasing Department at 860-489-2224 for the bid documents.

REPLIES: whether bid or no bid, sealed packet must have the bid number and company name & address clearly identified on the outside of the envelope. Proposers not marking the envelopes with the RFP number and due date/time on the envelope will have no recourse against the City of Torrington or its employees. Such proposals run the risk of the RFP being opened prior to the scheduled due date & time.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All prices are to be submitted on the sheets provided on this RFP. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the RFP may be made by telephone to the Purchasing Agent at (860)489-2225 or email to pennie_zucco@torringtonct.org. Replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the RFP by the Purchasing Agent) will be made available on the City's web site as an addendum. Bidders are responsible to check the city's web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical offerings, delivery, service, content, price, etc., the RFP will be awarded in accordance with the information contained in the documents, based on first received as to date and time of receipt of the proposal.

NON-COLLUSION STATEMENTS: In order for proposals to be considered, a non-collusive statement **must** be submitted with the proposal. A sample non-collusive bid statement is attached. Proposers may elect to submit their own notarized non-collusion statement.

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS: All proposals shall be submitted in the form and manner as indicated by the documents and forms. Any proposal which is not submitted in the form and manner indicated by the RFP documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the Offeror.

TAXES: Omit all State and Federal taxes. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this RFP shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and/or language wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language wording "is applicable in part", then the term, condition, and/or language wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) and homeowners from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

SUSPENSION AND DEBARMENT: The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

Suspension: A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.
- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver to trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity.

Debarment: A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is reference in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agents opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items not picked up within 30 days will be disposed of by the City of Torrington or its designated agent.

AWARD: It is the intent to award this bid in its entirety to one bidder; however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for three (3) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, **to be issued no later than 30 days prior to the expiration of the then current contract period.** This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn General Statutes, on Public Works projects where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogated against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverages of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverages required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work.

It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY:

Machine and/or Equipment Hazard Assessment and Safety Training: Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session to emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

Occupational Safety and Health Act of 1970: Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

Machines and/or Equipment Lockout/Tagout: In an effort to comply with the OSHA final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

Toxic Substance Control Act (PL94-469): Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

Hazardous Materials: Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

Material Safety Data Sheets: Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

Asbestos: Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

SUBCONTRACTORS: The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

EEO: The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

TERMINATION OF CONTRACT: Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

SAMPLE FORM

Bid # _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____, being first duly sworn, deposes and says that:

1. I am _____
of _____, the bidder that has submitted
the attached request for proposal
for _____;

2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances
respecting such bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of
interest, including this affiant, 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 work for which the attached Bid
has been submitted nor has it 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 price of any Bidder, or to
secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of
Torrington or any person interested in the proposed Bid; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy,
connivance or unlawful agreement on the part of the Bidder or any of it agents, representatives, owners, employees,
or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this
_____ day of _____, 20____.

Notary Public

My commission expires _____

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

SAMPLE FORM

BID # _____

**CONSENT OF SURETY COMPANY
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Torrington
Attn: Purchasing Agent
140 Main Street
Torrington, CT 06790

CONTRACTOR: _____

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co.)

_____, SURETY COMPANY on
bond of (insert name & address of Contractor) _____,
_____, CONTRACTOR, hereby
approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this
_____ day of _____, 20__.

Notary Public

Surety Company

Authorized Representative's Signature

My commission expires _____

Title

NOTE: Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**REQUEST FOR PROPOSALS
SWIMMING POOL FILTRATION SYSTEM RENOVATION
WILLIAM L. BESSE MUNICIPAL SWIMMING POOL
RFP #PFS-032-031612**

1. All sealed bids will be received by the City of Torrington at the office of the Purchasing Agent, City Hall, 140 Main Street, Room 206, Torrington, CT 06790 no later than 11:00 AM, March 16, 2012. One original and two (2) copies shall be placed in a sealed envelope and clearly marked "**RFP #PFS-032-031612, Swimming Pool Filtration System Renovation at William L. Besse Municipal Swimming Pool**". Proposals received later than time and date specified will not be considered. In the event of the closure of City Hall, the bid will be opened on the following business day that City Hall is opened. No fax or e-mail Bids will be accepted. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. The City will not be liable for any costs incurred by vendor in the preparation or submission of a proposal. All proposal submissions and materials become property of the City and will not be returned.
2. The City of Torrington reserves the right to award or reject any and all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and, to award the contract as its judgment, will best serve the public interest.
3. This Bid shall remain open and shall not be withdraw for a period of sixty (60) days from the date set for its opening.
4. Bid Price shall include all necessary equipment, installation, training and freight/shipping to: William L. Besse Municipal Swimming Pool, Winthrop Street, Torrington, CT 06790. No additional purchases shall have to be made to complete this renovation.
5. All bids must include the firm's name and be signed by a responsible officer or employee of the firm submitting the bid.
6. The bidder shall provide at least three (3) references of companies or agencies that have purchased similar equipment from vendor.
7. Prior to actual acceptance and usage by the Parks Department, the unit shall be completely certified by the successful bidder or his/her authorized agent according to the manufacturer's specifications.

Questions and Addenda

Questions about this RFP may be directed to Pennie Zucco, Purchasing Agent by email to pennie_zucco@torringtonct.org no later than five (5) days prior to the proposals due date. All information given by the City except by written addendum shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the City. Questions will be answered through and addendum which shall be posted on the city's website. Potential bidders are responsible for checking the city's website within 48 hours of the bid opening.

SWIMMING POOL FILTRATION SYSTEM RENOVATION

INTENT

- A. Purpose of the quote is to purchase and have installed an automatic backwash system with controller and necessary plumbing updates, including filter linkage and filter manifold valves for a municipal swimming pool. The plumbing for the new automatic backwash system will tie into the existing filtration system. It is intended to limit the bidding to a style of product and company that has a proven history and record of performance.
- B. Due to the specialized nature of certain components required for this project, these specifications, in some instances, refer to various components by trade or manufacturers name.
- C. Whenever a proprietary (trade) name is used within this Specification Section, it is used for informational purposes to describe a standard of required function, dimension, appearance and quality. References to materials by trade name, make or model number shall not be construed as limiting competition. All bidders are required to bid on the named manufacturer in the BASE BID. The Contractor may at his option, elect to bid using the products and/or services of alternate manufacturers listed as **ALTERNATES ON THE BID FORM**.

ALTERNATES

- A. Other treatment systems will be considered only if a complete set of drawings and specifications detailing such equipment as it pertains to this project should be submitted with the proposal packet. The submission should include a list of five (5) operating installations within a reasonable distance of the jobsite. List should include the names and telephone numbers of the operating personnel. The technical contents of the submittal shall include hydraulic calculations, equipment fabrication details, filter room layout in plan and elevation views, warranties, installation and operating instructions.
NOTE: This information must be submitted by a bidding contractor. Submittals will not be considered if provided directly by the alternate equipment manufacturer.

- B. For any and all alternates, state the amount to be DEDUCTED from the BASE BID if an alternate filtration system is being offered. No provision has been or will be made for ADDITIVE bids.

SUBSTITUTIONS

No substitutions will be considered unless the specified product becomes unavailable due to no fault of the Contractor.

QUALITY ASSURANCE

- A. Due to the specialized nature of the specified work and products, all bidders shall be required to have a minimum of five (5) years of operating history. The equipment described herein shall be products of a manufacturer regularly engaged in the fabrication

of filtration and recirculating systems for at least fifteen (15) years and shall be a professional engineering corporation. Bidder must be licensed and insured.

- B. The owner requires that filters bear the National Sanitation Foundation (NSF) seal for Standard #50. This NSF listing is required by the owner regardless of local health department regulations.
- C. The specified filter system components shall have had an NSF listing for at least two (2) years prior to the project bid date.
- D. As assurance that each item of apparatus is properly sized to perform in conjunction with each other, the owner requires bidders to use the filter manufacturer as the single source of supply for the items of equipment as listed and described herewith.
- E. Mandatory site visit shall be required by all contractors offering a bid on this project. The date for the site visit will be Tuesday, March 6, 2012 at 1:00 pm at the William L. Besse Municipal Swimming Pool, Winthrop Street, Torrington (at the entrance of Torrington High School). Attendance will be taken. Any vendor not represented and signed in will be excluded from the bidding process. Contractor(s) may call Brett Simmons, 860-489-2385 for directions.
- F. The "**EQUIPMENT SUPPLIER**" shall be:

NEPTUNE-BENSON, INC.
COVENTRY, RHODE ISLAND
1-800-832-8002

GUARANTEE

- A. The "**EQUIPMENT SUPPLIER**" shall guarantee that the equipment to be furnished is of the correct capacity, that the various parts are designed to operate correctly and in conjunction with each other, that if the installation is made in accordance with the project specifications and operated in accordance with the suppliers instructions, the system will perform the prescribed functions correctly, the water entering the pool will be clear, bright, free from suspended matter visible to the unaided eye, and will be sanitary to the satisfaction of all authorities having jurisdiction.

SUBMITTALS

- A. Provide detailed shop drawings of the items of equipment being provided, indicating the dimensions, material of the filter tanks, exterior face piping, internal manifolds and laterals and filter media.
- B. Provide a complete set of operating instructions, embracing the operational functions and recurring maintenance processes involved in connection with the complete filtration system.

PART 2

SYSTEM REQUIREMENTS

- A. The system shall be supplied complete by the manufacturer and shall include: internals, face piping and valves, gauge panel with tubing and petcocks, sight glass, air relief connection, bottom drain connection with internal strainer.
- B. System shall be fabricated and fully assembled at the manufacturer's plant for pressure testing and dimensional verification. System shall be knocked down for shipping purposes in subassemblies for minimum field assembly. Internal manifold(s) piping shall be factory installed and shipped in place. Laterals shall be shipped loose for field installation.

FILTER SYSTEM CAPACITY

- A. Existing Neptune-Benson Filter Vessel to be re-used.

FACE PIPING

- A. External face piping shall be Schedule 80 PVC pipe and fittings. All fittings, including 10" and 12" sizes shall be molded type. Fabricated or fiberglass wrapped fittings will not be acceptable. Flanges shall be located so as to allow for easy dismantling of face piping. All fittings shall be solvent cemented.
- B. Piping shall be drilled and tapped where necessary to accommodate gauge tubing connectors.
- C. All valves 3" – 12" shall be constructed with cast aluminum ASTM S12A housing and fully coated with Rilsan on all interior and exterior surfaces. Internal components include EPDM resilient lining, Rilsan coated ductile iron disc and T304 stainless steel shaft. Valves 14" and larger shall be constructed with cast iron housing epoxy coated and with nylon coated ductile iron disc. Unless otherwise specified, all nuts and bolts shall be stainless steel with stainless steel washers to be used when secured to PVC flanges.
- D. Standard accessory items shall include sight glass rated for 50 psi with polycarbonate glass, remote mounted gauge panel with two 4½" diameter pressure gauges, ¼" petcocks, ¼" poly vent tubing with PVC compression adapters.
- E. Face piping shall be fully factory assembled, knocked down and crated for shipment. The warranty of the face piping shall be provided by the filter manufacturer. Field gluing or assembly of the face piping by anyone other than the filter manufacturer will not be accepted.
- F. Face piping arrangement shall be as indicated on the drawings.

SYSTEM PACKAGING

- A. All filter piping and valves shall be factory assembled and knocked down into sub-assemblies for shipment.
- B. The components shall be carefully packaged in a totally enclosed wooden crate to prevent damage during transport.

SINGLE LEVER LINKAGE

- A. A clevis and rod linkage shall connect the four butterfly valves provided with the face piping. Assembly shall be designed so that filter and backwash cycles can be accomplished by simply raising or lowering the operating handle.
- B. Connecting pieces shall vary with size of face piping in order to operate with suitable mechanical advantage.
- C. All linkage parts shall be T304 stainless steel.
- D. Linkage shall be designed so that all valves operate simultaneously eliminating the possibility of water hammer action. Each valve shall be adjustable to provide for accurate positioning and tight shut off.
- E. All linkage components shall be grit blasted to a 1.2 mil profile. Blast media shall be completely non-ferric.
- F. All linkage components shall be finish coated with 3-4 mils DFT of Type 316 pigmented stainless steel paint.

SLM ACTUATOR

- A. An electromechanical actuator shall activate the single lever linkage. Actuator shall consist of 115 volt AC totally enclosed motor attached to a worm drive and 1½" diameter telescoping tube with 12" stroke length. Cycle time shall be fifteen (15) seconds with a load capacity of five hundred (500) pounds. Unit shall be complete with built-in, adjustable limit switches and clevis end fittings.
- B. Actuator shall be factory wired with a 10' cable with molded connector. Cable shall be type STD #16 AWF 6 conductor rated for 600 v/8 amps.
- C. Cable shall be moisture, oil and dirt resistant with threaded male connector providing strain relief low risk for wire breakage and connection integrity.

MODEL MFP 3 AUTOMATIC CONTROLLER

- A. The controller shall govern the operation of the filter system by means of a programmable logic controller. All power to the controller and valves shall be 120 VAC or 240 VAC – single phase, 50/60HZ.
- B. The controller shall be housed in a Nema 4X polycarbonate enclosure with padlockable stainless steel snap latch hinges.
- C. The controller shall include a 2-row x 16 character LCD display with a 16 button keypad and programmable function keys. The controller shall have programs for filtered water (3WAY) and standard backwash functions for up to 4 tank/4 cell systems. The unit shall display system operation and status functions.
- D. The controller shall include (5) miniature plug-in double pole/double throw (DPDT) relays and (4) quick disconnect fuse holders fully integrated to manage the system functions.
- E. The controller shall include two (2) normally open/normally closed dry contacts to turn off/on devices during backwash cycle.
- F. The controller shall include a timed heater cool down relay (fireman's switch).
- G. A pressure switch shall be installed to sense and signal for backwash actuation based on a field adjustable pressure.
- H. ½" strain relief connections shall be provided in the bottom of the enclosure for all of the necessary input connections.
- I. The Model MFP 3 Controller shall provide the following operational features:
 - 1. Manual backwash initiation
 - 2. Automatic backwash initiation (pressure and/or time options)
 - 3. Timer for time clock backwashing
 - 4. Manual backwash abort initiation
 - 5. Fixed backwash duration and delay features
 - 6. Real time clock with battery backup of data entry to maintain time during power failure.
 - 7. Capable of controlling up to (4) filters and (1) one priority valve
- J. All controller programming shall be accomplished using on-screen instructions.

K. Controller shall be UL labeled.

WARRANTIES

Provide detailed warranty for **all** equipment supplied and installed.

MISCELLANEOUS

- A. Contractor must be licensed and insured and supply at least three (3) references with contact information.
- B. Contractor must list previous jobs where similar work was completed.
- C. Contractor to supply new equipment for this installation (except existing Neptune-Benson Filter Vessel which will be re-used).
- D. Contractor is responsible for all necessary state and local permits required. Local fees will not be applicable.
- E. Include all operation and parts manuals for all equipment supplied and installed.
- F. The contractor will furnish all labor and materials necessary to complete the project, as outlined in the proposal.
- G. All work shall be completed by late April, early May - 2012.
- H. The contractor will be responsible for disconnecting and disposing of any/all equipment to be replaced, after review and coordination with the City. Should the City choose to keep any of the equipment, the contractor shall turn such equipment over to the City as requested.
- I. Contractor shall test the system for proper operation upon completion and train Parks and Recreation personnel on how the equipment operates.
- J. Contractor will provide to the city a list of all materials and products used for this project.
- K. The equipment referenced in this project is for the operation of the main pool and not the wading pool.

CITY OF TORRINGTON PARKS DEPARTMENT
Swimming Pool Filtration System Renovation
Bid Form
RFP# PFS-032-031612

OPENING DATE: MARCH 16, 2012, 11:00AM

ITEM: LUMP SUM FOR SWIMMING POOL FILTRATION SYSTEM RENOVATION AS SPECIFIED.

TOTAL BID PRICE DOLLARS AND CENTS: _____

TOTAL BASE BID PRICE IN WORDS: _____

COMPANY NAME: _____ DATE: _____

ADDRESS: _____

COMPANY REPRESENTATIVE (signature) _____

TITLE: _____

ALTERNATES:

TOTAL DEDUCT FROM BASE BID PRICE DOLLARS AND CENTS:

TOTAL DEDUCT FROM BASE BID PRICE IN WORDS:

COMPANY NAME: _____ DATE: _____

ADDRESS: _____

COMPANY REPRESENTATIVE (signature) _____

TITLE: _____

Other Required Documents:

- Include all operation and parts manuals for Pool Filtration System Renovation.
- Provide detailed Warranty for Pool Filtration System Renovation.
- Minimum of three (3) references detailing related projects completed.
- Provide detailed shop drawings of the items of equipment being provided, indicating the dimensions, material of the filter tanks, exterior face piping, internal manifolds and laterals and filter media.
- Provide a complete set of operating instructions, embracing the operational functions and recurring maintenance processes involved in connection with the complete filtration system.
- Business information including the number of years in service and working on related projects.

**CITY OF TORRINGTON
SWIMMING POOL FILTRATION SYSTEM RENOVATION
RFP #PFS-032-031612**

Acceptance of Terms of this Agreement

Name of Proposer:

Contact Person:

Address:

City/State/Zip:

Telephone: _____ Fax: _____

E-mail: _____

Authorized Signature _____ Title: _____

Name Printed: _____ Date: _____

It is agreed by the above signed proposer that the signature and submission of this proposal. Represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.
