

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7270

FAX (860) 282-4857

PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #15-10

RE: Replacement of Terry Pool Filter Pump

Proposals will be received at the Office of the Purchasing Agent, Town Hall, 740 Main Street, East Hartford, Connecticut, 06108 until Tuesday, November 4, 2014 at 11 a.m. at which time they will be publicly opened and recorded.

There will be a Mandatory pre-bid conference at Terry Pool, 310 High Street, East Hartford, CT 06118 on Thursday, October 23, 2014 at 10:00 a.m.

Information and Specifications are available at the above office or on the Town of East Hartford bid's website at <http://www.easthartfordct.gov/bids>

The right is reserved to reject any or all bids when such action is deemed to be in the best interest of the Town of East Hartford, Connecticut.

Michelle A. Enman
Purchasing Agent
(860) 291-7271



TOWN OF EAST HARTFORD, CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS

1. Sealed bid proposals will be received by the purchasing agent until the date and time on the title sheet. **Bids received later than the date and time specified will not be considered and will be returned unopened.**
2. Bids are to be returned in an envelope prominently indicating the Bid # and name. The name and address of the bidder should appear in the upper left hand corner of the envelope. **Bids will not be accepted via fax or e-mail.**
3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or be represented at all openings. Bid results are mailed to all responding bidders.
4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
6. Bidders should familiarize themselves with the items and/or conditions set forth in the bid specifications. Failure by the bidder to inform himself will not be accepted as an excuse from fulfillment of the bid specifications.
7. All vendors doing business with the Town certify upon acceptance of a bid by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures - section VIII dated 1/88. Vendor agrees to cooperate fully should the Town choose to audit this compliance.
8. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award if not part of the original bid terms.
9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.
10. The purchasing department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to, price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.

STANDARD INSTRUCTIONS (con't.)

11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect “see literature” will not be acceptable.
12. Any manufacturers names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.
13. The Town’s competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder’s financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
16. Alternate proposals will not be considered unless specifically called for in the bid.
17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. The purchasing department will verify that no delinquent taxes are owed before any bid is awarded.



**TOWN OF EAST HARTFORD,
CONNECTICUT**

INSTRUCTIONS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS

1. A Certificate of Insurance naming the Town as an additional insured will be required of the **awarded bidder**. The insurance indemnification clause is contained with the bid specifications - Pages 7 & 8.

LINE CHECKED RELATES TO THIS PROJECT:

This is a **prevailing wage bid** and the wage rates are included within the Bid Specifications.

This **is not** a prevailing wage bid.

2. In accordance with state law, each contract for the construction, remodeling or repair of any public building or public works or improvements shall contain the following provision when the cost of construction, remodeling or repair exceeds the limits as provided in Connecticut General Statutes 31-53; “the wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Subsection (h) of Section 31-53 for the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of East Hartford. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as parts of his wages the amount of payment or contribution for his classification on each pay day”.

LINE CHECKED RELATED TO THIS PROJECT:

This **is a required bonded project**

No bonds or any other form of guarantee will be required for this bid project.

3. **(IF REQUIRED):** A Bid Bond must be submitted with the bid and may be in the form of certified check or cashier’s check **payable to “The Town of East Hartford” or a bond of a surety company authorized to transact business in the State of Connecticut**. No checks will be returned until the bid is awarded. If you are the awarded bidder, your check will be held until it is replaced with another Guarantee of Performance. **Bid Bond shall be 5% (five percent) of total bid price.**

A Guarantee of Performance will be required of the awarded bidder and may be in the form of a certified check or cashier’s check payable to “The Town of East Hartford” or a bond of a surety

company authorized to transact business in the State of Connecticut. Checks will be retained by the Town for period of time after final acceptance and payment as determined by the complexity of the project. **Performance Bond shall be 100% (one hundred percent) of awarded bid price.**

LINE CHECKED RELATED TO THIS PROJECT:

_____ This **project requires an additional umbrella liability policy**

_____ **X** This project does not require an additional umbrella liability policy.

4. **(IF REQUIRED):** The Town reserves the right to require the contractor to carry an umbrella liability limit of _____.
5. Before starting any work awarded bidders are responsible for obtaining permits as required by Federal, State, MDC, Utilities and/or Town regulations. Any applicable fees shall be included in the total bid price. Town of East Hartford permits will be issued at no charge.
5. The bidder shall abide by all OSHA, Federal , State and local laws, ordinances and regulation, which any manner affect those engaged or employed on the work, or the materials or equipment used in the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance.

If bidder shall discover any provisions in the drawings, specifications or contract, which are in conflict with any such law, by-law or ordinance or regulation, he shall report it to the Town in writing with the bid proposal.

6. Throughout the work period, the contractor shall maintain the work site in a generally accepted standard of cleanliness, free from accumulation of waste materials or rubbish caused by his operations and shall take prompt action to correct any hazardous conditions reported.
7. It is the responsibility of each bidder before submitting a bid, to familiarize themselves with the specifications and conditions that may affect cost, progress, performance or completion of the project.
8. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with generally accepted industry standards.
9. Unless otherwise specified, the contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, fuel, appliances, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the work.

10. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior approval of the Town, which approval will not be given until the Contractor submits to the Town a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Town may require.

The Contractor shall be as fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the Town may exercise over the Contractor under any provision of the Contract documents.

Nothing contained in this bid shall create any contractual relation between any subcontractor and the Town.

11. The Contractor shall not assign the whole or any part of this contract or any moneys due or to become without written consent of the Town. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and or any moneys due or to become due to the contractor shall be subject to prior claims of all person, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

**A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE
AWARDED BIDDER**

INSURANCE INDEMNIFICATION CLAUSE

The Town of East Hartford, CT is to be named as an “**additional insured**” and an additional insured policy endorsement must be submitted with the certificate of insurance and the nature of the project is to be stated on the certificate.

INDEMNIFICATION

Contractor agrees to defend, indemnify and hold the Town of East Hartford harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of contractors or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the contractor agrees to defend, indemnify and hold harmless the Town of East Hartford against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford agrees to resist and defend such action proceeding, unless contractor causes the same to be discharged and satisfied.

INSURANCE REQUIREMENTS

A. **GENERAL REQUIREMENTS**

The **CONTRACTOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONTRACTOR’S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford.

The insurer shall provide the Town of East Hartford with **Certificates of Insurance signed by an authorized representative of the insurance CONTRACTOR(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the **CONTRACTOR’S** responsibility under this contracts.

The **CONTRACTOR** at the **CONTRACTOR’S** own cost and expense , shall procure and maintain all insurance required and shall name the Town of East Hartford as Additional Insured on all contracts, except Workers’ Compensation and Professional Errors & Omissions coverage’s.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **CONTRACTOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

- \$100,000 Each Accident
- \$500,000 Disease, Policy Limit
- \$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The **CONTRACTOR** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit **\$1,000,000** is required. The Aggregate Limit will be not less than **\$2,000,000**. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The **CONTRACTOR** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of **\$1,000,000** is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

4) Umbrella Liability Insurance

The Town reserves the right to require the **CONTRACTOR** to carry an umbrella policy up to **\$5,000,000**

C. OTHERS: PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, ET AL.

Shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all professional services contracts only. **If the insurance coverage is written on a claims made basis, an extended reporting period of at least 3 years after substantial completion of the project is required.**

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **CONTRACTOR** shall require the same insurance that it is required to carry by the Town of East Hartford to be carried by any subcontractors and independent contractors hired by the **CONTRACTOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONTRACTOR** shall require that the Town of East Hartford be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **CONTRACTOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

RESOLUTION FOR CORPORATIONS AND PROFESSIONAL CORPORATIONS (required)

(TO BE TYPED ON CORPORATION LETTERHEAD PAPER)

I _____, Secretary of _____

(Name of Corporation's Secretary)

(Legal name of Corporation)

a Corporation duly organized and operating under the laws of _____ and

(State)

Qualified and authorized to do business in the State of Connecticut, DO
HEREBY CERTIFY that the following is a true, correct and accurate copy of a
Resolution duly adopted at a meeting of the Board of Directors of such
Corporation, duly convened and held on _____, at which meeting
a duly constituted quorum of the Board of Directors was present and voted in
favor of such Resolution. I further CERTIFY that such Resolution has not been
modified, rescinded or revoked since the date on which it was enacted, and it is
at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one
them: _____

_____,

(Name and title of Officer or Officers)

is empowered to execute and deliver in the name and on behalf of this
Corporation contracts, bids and other documents to the Town of East Hartford, State of Connecticut,
and are further authorized to affix the Corporate Seal to such documents and to bind the Corporation
to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate
Seal of the Corporation, this _____ day of _____.

(Affix Corporate Seal Below)

(Typed name of Corporation's Secretary)

SIGNATURE OF SECRETARY

Resolution for Limited Liability Company (required)
(TO BE TYPED ON LIMITED LIABILITY COMPANY LETTERHEAD PAPER)

The undersigned, all of the members [or, if applicable, the managing member] of _____
(legal name of LLC)
A Limited Liability Company duly organized and operating under the laws of _____ and
(State)
qualified and authorized to do business in the State of Connecticut, DO

HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members of such Limited Liability Company, duly convened and held on _____, at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one them: _____
_____,
(Name and title of Members)

is empowered to execute and deliver in the name and on behalf of this Limited Liability Company, contracts bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this _____ day of _____.

Have all necessary parties sign and indicate their name and title, such as member, managing member etc..

Resolution for Partnership (including Limited Partnership and Limited Liability Partnership)
(required)

(TO BE TYPED ON PARTNERSHIP LETTERHEAD PAPER)

The undersigned, all of the partners (or, if a Limited Partnership, all of the general partners, or if a Limited Liability Partnership, all of the partners) of _____, a partnership (or, if applicable, a Limited Partnership or Limited Liability Partnership) duly organized and operating under the laws of _____ and qualified and authorized to do business in the State of Connecticut,
DO

HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting partners of such partnership duly convened and held on _____, at which meeting a duly constituted quorum of the voting partners was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following partners, or any one of them: _____

_____,
(Name and title of Partners)

is empowered to execute and deliver in the name and on behalf of this partnership, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the partnership to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have signed this resolution on, this

_____ day of _____.
(day) (month and year)

Have all necessary partners sign and indicate their name and title, such as partner, general partner, etc.

SPECIFICATIONS

Replacement of existing Pool pump, strainer basket and housing, starter motor, 8" check valve, Schedule 80 PVC piping, concrete pump pad and all hardware at Terry Pool.

Work shall include but not limited to:

Form and place a new concrete pump pad at the correct height as necessary to support new pump and motor

Provide and install a new self-priming main circulation pool pump

Provide and install a new variable frequency drive (VFD) starter motor

Provide and install a new flow meter

Provide and install a new 12" strainer basket and housing

Provide and install new concentric flanges

Provide and install new wafer check valve

Provide and install necessary 8" PVC pipe and fittings for the pump discharge

Provide and install an 8" flex flange for the pump discharge

Provide and install stainless steel hardware for all connections

Provide and install zinc plated unistrut and support hardware

All material and equipment shall be commercial grade

Demolition of old pump and pad

The Town of East Hartford will remove and dispose of the old pump, motor, strainer basket housing and concrete pump support pad. The 12" flange that was connected the strainer basket housing along with the 8" flange that was connected the 8" check valve will remain in place and then the new installation will take place between these 2 flanges.

Self-priming main circulation pump

The new pump will replace the existing 25HP 200volt circulation pump. There are 450,000 gallons in the pool. The minimum flow rate shall be 1250 GPM to achieve 4 turnovers per 24 hours. The new pump must also be self-priming due to the fact that the pump is above the water line.

Starter Motor

The new starter motor will be a Pentair Water Commercial Acu Drive XS Variable Frequency Drive (VFD) motor or an industry approved equal. The VFD will be specified to save energy, space, costs and time. The VFD will be installed and electrically connected to the main circulation pump and the AC source.

Flow meter

A new flow meter will be provided and installed. The flow meter will be attached to the VFD to maximize energy efficiency.

Strainer Basket and Housing

The new strainer basket and housing will replace the existing basket and housing. The basket and housing will be 12" and be of durable material.

PVC Pipe, Flanges, Valves and Hardware

Provide and install all necessary PVC piping, flanges and valves. All PVC piping will be schedule 80. All hardware for the connection of the pump, strainer basket housing, flanges and valves will be stainless steel. All unistrut and support hardware will be provided and be zinc plated.

Permits

The contractor will be responsible to obtain all necessary permits and to perform all the work.

Electrical

All electrical connections will be made by the contractor and must meet code.

Material Delivery

The contractor will be responsible for the delivery of all materials.

Submittals

The contractor shall submit specifications for all material and equipment for approval.

Training on and Operation of the new equipment

The contractor will provide all training on the new equipment and will also be on hand for the pool start up to be held between June 8, 2015 and June 19, 2015.

Warranty

The contractor shall register all equipment for all manufacturers' warranties and provide the Town of East Hartford with copies of warranties. The contractor shall provide a warranty on all labor.

Pre-Bid meeting

There will be a mandatory pre-bid meeting held on Thursday, October 23, 2014 at 10:00 am. The meeting will be held in the filter room at:

Terry Pool
310 High Street
East Hartford Ct.

Technical questions

Any technical questions shall be addressed to Gary McKeone Parks Project Coordinator at:
gmckeone@easthartfordct.gov

Bidding questions

Any questions in regards to bidding and the bidding process shall be addressed to Michelle Enman Purchasing Agent for the Town of East Hartford at: menman@easthartfordct.gov

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

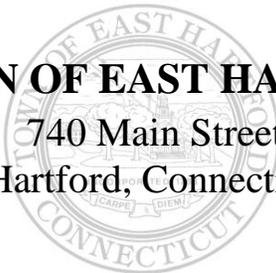
(860) 291-7271

740 Main Street

FAX (860) 282-4857

PURCHASING DEPARTMENT

East Hartford, Connecticut 06108



Page 14 of 14
Bid #15-10

Bid Sheet

This Proposal Is Made With The Understanding That It Will Be Accepted Or Rejected Within Sixty Days, This May Be Extended By Mutual Consent. The Undersigned Declares That All Information And Specifications Have Been Examined And Understood And Makes The Following Offer:

****Total All Inclusive Price including Labor, Materials, and Insurance for the Replacement of Terry Pool Filter Pump per specifications on Page 9**

\$ _____

To submit a bid offer:

First attend the Mandatory Pre-bid Meeting on Thursday, October 23, 2014 @ 10 a.m. at Terry Pool, 310 High Street, East Hartford, CT 06118

Then return:

- A. This Bid Sheet, page 14
- B. If a Corporation, the Corporate Resolution, pages 9-11

Please Acknowledge any Addenda here _____

PRINT OR TYPE ONLY

BIDS SUBMITTED BY A CORPORATION OR LLC SHALL HAVE A SEALED CORPORATE RESOLUTION ATTACHED TO THE BID SHEET **IDENTIFYING THE OFFICER WHOSE SIGNATURE APPEARS ON THE BID** BY NAME AND TITLE AND AUTHORIZING SAID PERSON TO SUBMIT THE BID AND SIGN A CONTRACT, IF AWARDED, ON BEHALF OF SAID CORPORATION.
THE ACCEPTABLE FORMAT IS INCLUDED IN THIS PACKET

BIDDER _____

BY _____ TITLE _____

WRITTEN SIGNATURE _____

ADDRESS _____

TAX COLLECTOR VERIFICATION _____
NO DELINQUENT TAXES OWED BY THE **AWARDED** BIDDER TO THE TOWN OF EAST HARTFORD

TELEPHONE _____ ZIP CODE _____

FAX _____

EMAIL _____