



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

BID # BPL-032-031105 REFINISH BESSE POOLS

Due date of proposal: 03/11/05 Time: 9:00 am Location: Room 109A, City Hall

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: see *Instructions to Bidders*

The City of Torrington reserves the right to accept or reject any or all proposals or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: 2005-02-24

Purchasing Agent _____
Charlene R. Antonelli, CPPB

Item	
REFINISH BESSE POND POOLS	\$ _____

Proposal Submitted By: _____

Name of Company _____

Address _____

Phone _____ Fax _____

E-mail address: _____

Signature _____

Title _____

Date _____

Comments: _____

INSTRUCTIONS TO PROPOSERS

Sealed bids will be received by the Purchasing Agent, Room 109A, 140 Main St., Torrington, CT until the time and date specified on the cover sheet. The bid opening is a public opening. Proposals received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the opening will not be considered. Bids must remain in effect until the work is completed.

BID DOCUMENTS: are available upon receipt of this invitation over the Internet web site: www.Torringtonct.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at www.adobe.com. **Businesses Without Internet Access** may contact the Purchasing Department at 860-489-2224 for this information.

REPLIES: whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders 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 bids 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 bid document. 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. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available on the City's web site as an addendum.

In the event of receipt of identical offerings, delivery, service, content, price, etc., the bid 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 bid.

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

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS: All bids shall be submitted in the form and manner as indicated by the documents and forms. Any bid proposal which is not submitted in the form and manner indicated by the bid 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 bidder's 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.

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: 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, 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.

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.

igned _____

Title _____

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

Notary Public

My commission expires _____

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__.

Surety Company

Authorized Representative's Signature

Notary Public

My commission expires _____

Title

SPECIFICATIONS

BID # BPL-032-122004
REFINISH BESSE POOLS

A. GENERAL

I. GENERAL

It is the intent of the following to set up the minimum requirements for the resurfacing of the Besse Pond Park Pools. Any reference to a model or brand is only to denote quality and does not mean that equal equipment or material will not be considered. All equipment or material must comply with the latest safety standards and meet or exceed these specifications. Literature and product specifications must accompany the proposal.

II. EQUIPMENT/SAFETY

The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the Contractor's employees and the public is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.

III. QUALIFICATION OF WORKERS

The installer for this work shall have been successfully engaged in the business of swimming pool surfacing for at least three (3) years immediately prior to commencement of this work, and shall demonstrate to the approval of the City that its record of workmanship is satisfactory.

IV. WORKMANSHIP

Where not specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work and adhere to all OSHA Safety Standards.

Swimming pool surfacing shall be designed to comply with the published standards of the State and Local Health Departments as they apply to the materials and services within the industry and as specified by the manufacturer.

All materials shall be applied evenly and free of runs, sags, pinholes or lapmarks.

V. CLEANING

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish and debris shall be disposed of by the contractor at the contractor's expense.

The work area shall be broom clean at the end of each workday. All materials, tools, equipment, etc. shall be removed or safely stored. The City is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Parks & Recreation Director will be consulted.

VI. PRODUCT HANDLING

Deliver materials to the project site in the manufacturer's original containers with all labels intact and legible. MSDS sheets shall be posted in a waterproof plastic bag attached to the pump house such that they are readily available to the contractor and City employees.

Store all materials in a manner to prevent damage and contamination.

Use all means necessary to protect the area around the pool before, during, and after installation and to protect the installed work and materials.

VII. HOURS OF WORK

All work under this contract shall be coordinated with the Parks & Recreation Director. Any changes to the established schedule must have his prior approval.

No re-surfacing shall be done under unsuitable conditions of weather or temperature based on the product manufacturer's instructions. Do not install surfacing during rain and if rain commences after surfacing has begun, immediately protect the surfacing from rain by all means necessary until surfacing is set.

VIII. SECURITY

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City of Torrington.

The Contractor will schedule an appointment with the Park & Recreation Director to conduct a site inspection after the project is complete. The Park & Recreation Director will prepare a "punch-list", if necessary, during the inspection and will forward a copy to the Contractor.

Final project approval is contingent upon the Park & Recreation Director's final inspection and written approval.

IX. WARRANTY

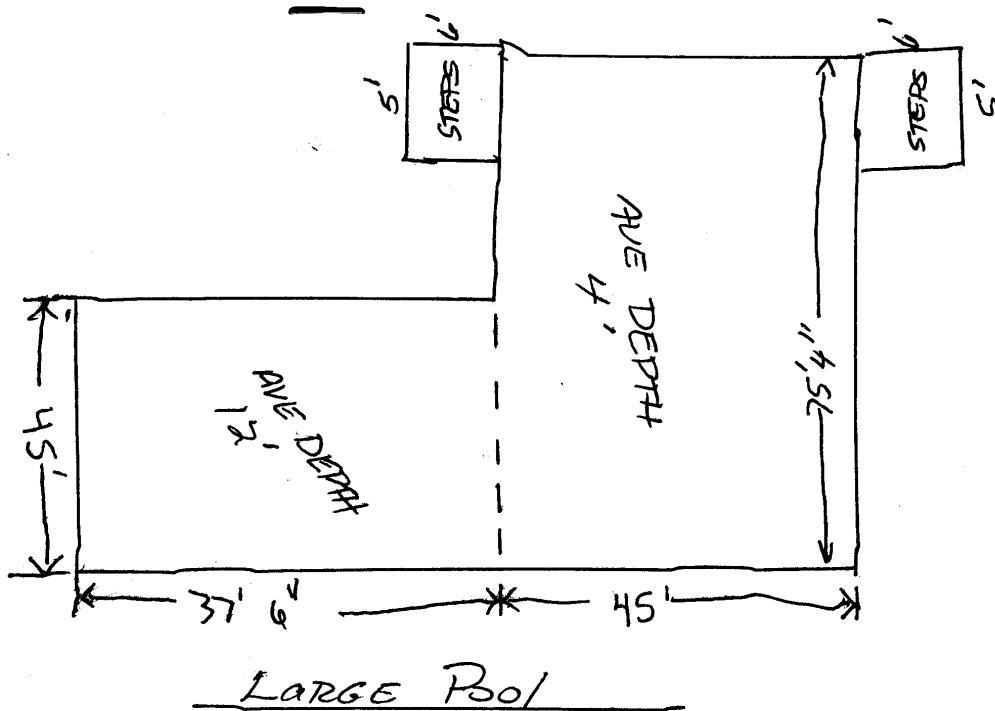
A ten (10) year material and a five (5) years labor warranty is desired. Bidders are to detail their warranty in their bid proposal.

X. REFERENCES

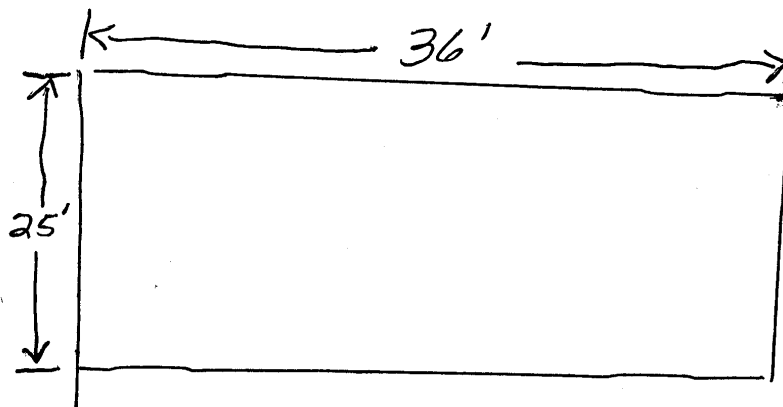
Bidder shall submit at least three (3) references of projects similar in scope performed by them. Contact names and phone numbers shall be included.

B. SCOPE OF WORK

- I. Provide all labor, material and equipment needed to perform requirements of the project. The work in general includes surface preparation including any needed surface repairs.
- II. CONTRACTOR SHALL:
 - a. Cover all drains in both pools to prevent clogging of the circulation system. After completion of work, all debris and any other materials shall be removed from the pools.
 - b. Any cracks or pockets of soft or deteriorated surfaces large enough to accept patching materials shall be cleaned out to a depth where sound surface is encountered, beveled, and filled with a high strength cement mortar and made smooth and ready to apply finish coating.
 - c. Dispose of all surplus material, rubbish and debris at no additional charge in accordance with City, State, and Federal regulations.
 - d. Complete work within thirty (30) calendar days of agreed upon start date.
- III. INSTALLATION
 - a. Do not apply surfacing over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable finish.
 - b. Protect any decking, deck equipment, grating, fittings and other items by suitable covering or masking. Upon completion of work all such coverings shall be removed.
 - c. The application of the resurfacing material must be done by a licensed applicator who will prep the existing surface such that the resurfacing material adheres and bonds to the existing surface.
 - d. The steps leading into the pools and all pool surfaces but not the decking shall be resurfaced.
 - e. The selected contractor will be responsible for following all guidelines set forth by the product manufacturer.
- IV. MATERIALS
 - a. Use a premium coating in white with gloss finish. Bid proposals shall include sufficient technical and sales literature of the proposed product such that the City of Torrington can determine if the product meets its needs. The final finished thickness shall be 2+ mils when dry,
- V. SURFACE PREPARATION
 - a. Remove all loose paint, dirt, oils, and grease.
 - b. After removal of all loose materials, thoroughly clean all surfaces as recommended following coating product manufacturer's instructions
 - c. Allow surfaces to dry thoroughly.
 - d. All cracks shall be patched in accordance with coating product manufacturer's directions.
- VI. FINISH
 - a. Contractor shall re-paint lines and markings on pool surfaces either before or after application of resurfacing product as instructed by the resurfacing product manufacturer.



BESSE POOLS DIMENSIONS (APPROX)



SMALL POOL