

Memorandum

To: Mayor Elinor Carbone and Water Pollution Control Authority

CC: Carol Anderson
Sheryl Lewis
Ray Drew
Pennie Zucco

From: Edward Tousey, WPCA Administrator

Date: 6/5/2023

Re: Payment Authorization

-
1. Vote by the City Council herein acting as the Water Pollution Control Authority to approve a request of the WPCA Administrator to purchase one dry pit submersible pump with N-impeller (non-clog) as sole source purchase from "GA Fleet Associates, INC" this pump is to replace pump # 3 at New Harwinton Pump station. We went out to bid for Pump #1 at this station through #SPR-030-071122 on 6/17/2022 and the GA fleet won this bid. GA Fleet Associates INC is the only vendor that can sell this Fleet pump with the non-clog impeller in the Connecticut, New York, and New Jersey regions. Funding from WPCA Capital fund 31.

2.	DATE	INVOICE	CONTRACTOR	AMOUNT	DESCRIPTION
	6/5/2023		G.A. Fleet Associates, INC	\$56,820.00	Dry well Submersible pump with N-impeller



May 19, 2023

**To: Purchasing Department – City Hall
140 Main Street, Room 206
Torrington CT 06790**

**Subject: Harwinton Road Pump Station Pump # 3 Upgrade Proposal,
Torrington, CT**

We are pleased to submit our proposal for equipment required for the project specified above. Our scope of supply is as follows:

DRY-PIT SUBMERSIBLE PUMP

QTY – 1

- Xylem Model 4" discharge NT-3171 submersible style wastewater pump with HT-453 Hard-Iron N-impeller
- 34HP, 460 volt, 3 phase, 60 HZ, 1760rpm submersible motor with 50ft of electrical cable.
- 8" ANSI x DN150 inlet elbow (p/n 7858226)
- Flygt adjustable vertical installation pump stand
- One (1) discharge fabricated adapter piece
- Pump is to be provided with Flygt seal monitor (FLS), three thermal switches.
- Xylem Flygt pump is to be provided with factory standard finish paint.
- Xylem Certified Factory Test to Hydraulic Institute Standard
- **Duty Point: 625GPM @ 116' TDH. Efficiency: Minimum 60%**

PRICE: \$56,820.00

Clarifications:

- Taxes not included.
- Installation is by others. One (1) day of start-up service is included.
- One (1) year warranty from acceptance is included.
- MiniCAs relay to be provided. Minicas unit to be installed in the control panel by others.

Delivery: All equipment will be released to manufacturing after approved submittals and receipt of a written confirmation of release to production.

- **Flygt Pumps:** Approximately 12-16 weeks.

Terms & Conditions: Please see attached. Taxes not included. Quotation valid for 90 days.

Regards,

Serdar Umur
Engineering & Sales, Municipal Group
914-548-6062
sumur@gafleet.com



PROPOSAL ADDENDUM – GENERAL TERMS AND CONDITIONS

1. **Terms and Conditions Become Addendum to Agreement.** These General Terms and Conditions accompany the Proposal of G.A. Fleet Associates, Inc. (the "Supplier") to the Purchaser Identified above (the "Purchaser"). These General Terms and Conditions, unless otherwise addressed by Purchaser and Supplier in writing in the Purchase Order or other agreement based upon this Proposal, will become attached to and made a part of the Purchase Order issued by the Purchaser to Supplier as an Addendum to the Purchase Order (the "Addendum"). The terms in this Addendum supersede anything to the contrary contained in the Purchase Order and any prior understandings, agreements, or representations by, between or among the parties, written or oral, to the extent they relate in any way to the subject matter of the Purchase Order and this Addendum. All references to the Purchase Order (both in the form of the Agreement and this Addendum) include this Addendum.
2. **Addendum Terms Control.** Any conflict between the terms included in this Addendum and the Purchase Order are to be resolved in favor of this Addendum.
3. **Payment Terms.** The following payment terms are applicable to all Purchase Orders:
 - 2%10, N30 Days from date of shipment of the equipment identified in the Purchase Order.
 - 2%10 discount and overdue balances are not eligible for payment by credit card.
 - Any "pay when paid" or similar conditions of payment included in the Purchase Order are not applicable to Supplier, and any such provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
4. **Progressive Payments Required.** All Purchase Orders in excess of \$1,000,000.00 require progress payments from the Purchaser. The progress payments are to be as follows: 1/3rd of the Purchase Price upon release to manufacture, 1/3rd of the Purchase Price prior to shipment, and the balance of the Purchase Price in N30 Days.
5. **No Credit Provided by Supplier.** Nothing in the Proposal, the Purchase Order or this Addendum is to be construed as Supplier providing or extending credit to Purchaser. Any credit terms provided to Purchaser are at the sole discretion of Supplier.
6. **No Retainage.** Payments due to Supplier under the Purchase Order and this Addendum are not subject to any form of retainage; and such payments will be made promptly when due.
7. **Overdue Balances.** In the event Purchaser has any overdue payment balances due, Supplier reserves the right to withhold from Purchaser ordered equipment, services and documentation.
8. **Supplier Does Not Provide Warranties.** Supplier does not provide warranties for the equipment delivered to Purchaser. The standard equipment manufacturer's warranties are the sole warranties available to the Purchaser. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, FLEET MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHER REASON, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Except for the warranty expressly set forth in this Paragraph, the Purchaser acknowledges and agrees that it has relied on no other representations or warranties and that no other representations or warranties have formed the basis of its bargain hereunder.
9. **"Time of Essence" Provisions Not Applicable.** Any "time of the essence" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
10. **Liquidated Damages Provisions Not Applicable.** Any "Liquidated Damages" provision included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
11. **Limitation of Liability.** Other than the Purchaser's obligation to make payments that are due and owing under the Agreement, a party's entire and collective liability arising out of or relating to this Agreement, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the amounts paid to Supplier under this Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CLAIM BASED UPON ANY THIRD PARTY CLAIM OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
12. **Indemnification Limited to Direct Cause.** Supplier agrees to defend, indemnify and hold Purchaser harmless against all costs, expenses and losses incurred through claims based upon the direct actions of Supplier. Any "Indemnification" provision included in the Purchase Order that requires any expansion of the indemnification offered in the previous sentence is hereby deleted and is of no force or effect with respect to the Supplier.
13. **Third Party Contracts Not Applicable.** Supplier is not bound by any third party contract or other form of agreement of any type referred to or included in the Purchase Order. Any third party contract included in the Purchase Order is hereby deleted and is of no force or effect with respect to the Supplier.
14. **Entire Agreement.** Unless the parties enter into a separate agreement in writing, these General Terms and Conditions and the Proposal (collectively, the "Agreement") constitute the entire agreement between the Purchaser and the Supplier regarding the project described in the Proposal. If Supplier has commenced work in connection with the matters described in the Proposal to which these General Terms and Conditions are attached; all provisions in this Agreement for the benefit or protection of either party shall apply to such activities. There are no prior or contemporaneous, oral or written, representations, understandings or agreements that are not fully expressed in this Agreement. No amendment, change order, waiver or discharge shall be valid unless it is in writing and signed by an authorized representative of the party against whom such amendment, change order, waiver or discharge is sought to be enforced. In the event of a conflict between these General Terms and Conditions and the Proposal to which they may be attached, these General Terms and Conditions shall control.
15. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.
16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.



CITY OF TORRINGTON

REQUEST FOR SOLE SOURCE PROCUREMENT

Instructions for Department requesting a Sole Source purchase.

This form is required for all sole source requests and will aid in documenting your request. Complete this form and fax or e-mail your completed request to the Purchasing Agent, Fax # 489-2547, E-mail: Pennie_Zucco@torringtonct.org

Competitive bidding is not required when by reason of copyright, patent, or exclusive franchise, purchases can only be made at a standard, fixed, or uniform price and no advantage can be secured by advertisement and competitive bidding because of the noncompetitive nature of the item to be purchased.

This form must be completed for any single/sole source procurement estimated to exceed \$10,000.00 and approved by the Purchasing Agent. (This form may be used for lesser amounts at the buyer's discretion) The purpose of this justification is to demonstrate why it is impractical or impossible to seek or obtain competitive bids for this purpose.

Describe the product or service to be purchased: Dry pit submersible pump to replace pump 3 at New Harwinton Road Pump Station.

JUSTIFICATION (attach additional sheets if needed): At a minimum the justification should address the following points:

1. Explain why the product/service requested is the only product or service that can satisfy the requirements of the job & explain why alternatives are unacceptable. Be specific regarding specifications, characteristics, requirements, capabilities & compatibility.
2. Explain why this service provider, supplier or manufacturer is the only practicably available source from which to obtain this product or service and describe the efforts made to verify or confirm whether this is so (i.e. obtain a letter from a manufacturer confirming claims made by distributors of exclusive rights to sell the product or service in this region)

New Harwinton road Pump Station, Pump #1 was recently purchased through #SPR-030-071122 on 6/17/2022 through Fleet pump. Now pump #3 needs replacement due to a broken shaft. The same pump should be used as a replacement in this station. The type of needed pump was specified during the last bid process. This is a critical piece of equipment and should be ordered as soon as possible.

I, Edward F. Tousey 3rd, of the WPCA department request that a Sole Source be declared for the procurement.
(Print name of Department Head making request)

of the above. I further attest that the conditions for declaring a Sole Source and the statements contained herein and on any attached pages are truthful and accurate.

NOTE: This form does not declare a Sole Source, it only documents a department request for declaration of Sole Source.

(Signature)

date 5/19/2023

THIS SECTION TO BE COMPLETED BY PURCHASING AGENT

- ☐ DOES constitute a Sole Source Procurement
- ☐ DOES NOT constitute a Sole Source Procurement
- ☐ Insufficient information to form an opinion (return to requesting department for further information)

Pennie Zucco
Purchasing Agent

date 6/1/2023

EXAMPLES OF JUSTIFICATION FOR A SOLE SOURCE PROCUREMENT*

1. Sole provider of a licensed or patented good or service
1. Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
1. Sole provider of goods or services for which the City has established a standard**
1. Sole provider of factory-authorized warranty service
1. Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail in justification section)
1. The vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City

* Sole Source Procurement: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

** Standard: procurement of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item

NOTE: all departments must be willing and able to defend their Sole Source justification against protests.



May 19, 2023

**To: Purchasing Department – City Hall
140 Main Street, Room 206
Torrington CT 06790**

**Subject: Harwinton Road Pump Station Pump # 3 Upgrade Proposal,
Torrington, CT**

We are pleased to submit our proposal for equipment required for the project specified above. Our scope of supply is as follows:

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QTY – 1

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PRICE: \$56,820.00

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Regards,

Serdar Umur
Engineering & Sales, Municipal Group
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16. **Insurance.** Supplier possesses appropriate insurance for the equipment and services provided. Costs for excessive coverage, endorsements, or limits will be passed on to Purchaser as necessary.

Pennie Zucco

From: Ed Tousey
Sent: Wednesday, May 31, 2023 2:12 PM
To: Pennie Zucco
Subject: FW: Sewage Pumps

Hi Pennie,

See below

Edward F Tousey 3rd
WPCA Administrator
City of Torrington WWTF
860-485-9166

From: Victor Cristiano <Victor_Cristiano@torringtonct.org>
Sent: Wednesday, May 31, 2023 1:58 PM
To: Ed Tousey <Edward_Tousey@torringtonct.org>
Subject: FW: Sewage Pumps

From: Gary MacDonald <GMacDonald@msipump.com>
Sent: Wednesday, May 31, 2023 1:51 PM
To: Victor Cristiano <Victor_Cristiano@torringtonct.org>
Subject: Sewage Pumps

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Victor and thanks for the call today.

Sorry to say, we do not have a Mfg or a sewage pump that currently has an equal to the Flygt / Xylem pump with the "N" impeller.

One of our manufacturers that we represent, Homa pump of Ansonia is developing one that might be available in the next year or two.

Sincerely,

Gary MacDonald vp
Mechanical Solutions Inc. *Pumps & Mixers for New England*
Manchester, CT 06042
Office 860 290 1564 x 108 Cell 860 918 2541 www.msipump.com

Pennie Zucco

From: Ed Tousey
Sent: Wednesday, May 31, 2023 2:11 PM
To: Pennie Zucco
Subject: FW: Non-Clog Pumps?

See below

Edward F Tousey 3rd
WPCA Administrator
City of Torrington WWTF
860-485-9166

From: Victor Cristiano <Victor_Cristiano@torringtonct.org>
Sent: Wednesday, May 31, 2023 12:35 PM
To: Ed Tousey <Edward_Tousey@torringtonct.org>
Subject: FW: Non-Clog Pumps?

From: Fred Croy <fcroy@themahercorp.com>
Sent: Wednesday, May 31, 2023 12:26 PM
To: Victor Cristiano <Victor_Cristiano@torringtonct.org>
Subject: Non-Clog Pumps?

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Victor,

The MAHER Corporation does not represent a pump line that has N-Impellor, Non-Clog, Chopper, Recessed Impellor or Screw Centrifugal type pumps.

For pumps MAHER represents : BOERGER for rotary lobe pumps, WATSON-MARLOW for Peristaltic Pumps, LAKESIDE for Archimedes Screw Pumps, ODS for Large Diaphragm Pumps.

Thank you,

Fred

Fred Croy
Technical Sales - CT | RI | MA (Towns South of RT-2)
The MAHER Corporation
192 Pleasant Street, Rockland, MA 02370
Main: 781-421-2600 - Fax: 781-878-1219
Direct: 781-421-2622 - Cell: 781-664-8143

Approved by City Council & WPCA
July 21, 2022
Vote: Unanimous

Memorandum

To: Mayor Elinor Carbone and Water Pollution Control Authority

CC: Ray Drew, DPW
Pennie Zucco, Purchasing Agent
Carol Anderson

From: Edward Tousey, Administrator WPCA

Date: 7/14/2022

Re: WPCA to vote to accept bid from GA Fleet Associates Inc, on Bid #SPR-030-071122

1. Vote by City Council herein acting as the Water Pollution Control Authority to accept the recommendation of the WPCA Administrator to accept the Bid from GA Fleet Associates Inc. To purchase a replacement submersible pump as specified in Bid # SPR-030-071122 for New Harwinton Ave pump station for the amount of \$56,820.00.