



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

**RFP #CPG-040-090313 HORTICULTURAL AND RELATED SERVICES
FOR COE MEMORIAL PARK GARDENS**

Due date of proposal: September 3, 2013 Time: 11:00 AM Location: City Hall, 140 Main St., Room 206, Torrington

Bid Bond or Certified Check required with bid: N/A

Performance Bond required if awarded bid: N/A

SUBMIT (1) ONE ORIGINAL AND (9) NINE COPIES OF YOUR PROPOSAL

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: August 8, 2013

Purchasing Agent _____
Pennie Zucco

Item
REQUEST FOR PROPOSAL FOR HORTICULTURAL AND RELATED SERVICES FOR THE CARE AND MAINTENANCE OF THE COE MEMORIAL PARK GARDENS BEGINNING JANUARY 1, 2014 FOR A MULTI-YEAR – THREE YEAR CONTRACT – RENEWABLE ANNUALLY.

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Proposal Submitted By: _____

Name of Company _____ Signature _____

Address _____

_____ Title _____

Phone _____ Fax _____ Date _____

E-mail address: _____

Comments: _____

INSTRUCTIONS TO PROPOSERS

Sealed proposals will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department. The RFP opening is NOT a public opening. The results will not be made available until after the RFP is awarded. Proposals received later than the date and time 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. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the RFP documents.

BID DOCUMENTS: are available upon receipt of this invitation over the Internet web site: www.Torringtonct.org UNDER "Open Bids". 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 <http://www.adobe.com>. Businesses without Internet Access may contact the Purchasing Department at 860-489-2224 for this information.

BID BONDS: shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond **will not** be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city by reason of such failure shall be retained and paid into the city treasury.

REPLIES: whether bid or no bid, submittal must have the bid number 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. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

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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 bid 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. All 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 addendums. Any Fax or email shall be followed up with a telephone call to verify receipt. Bidders should check the 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.

EXPARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

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

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.

UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES: The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

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.

INDEMNIFICATION: 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. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

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.

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 or 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.

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 four (4) 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, or Bank Check,

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 shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. In the event the Contractor/City Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage then those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project

Requirements. 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. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

Workers' Compensation Insurance: For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the state Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the City, its subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). 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.

CITIZENSHIP: Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

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 that will 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 OSHA's 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 thereunder 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 _____
 Printed _____
 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

My commission expires _____

Surety Company

Authorized Representative's Signature

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
RFP-CPG-040-090313
HORTICULTURAL AND RELATED SERVICES FOR COE MEMORIAL PARK GARDENS

The City of Torrington is seeking proposals for the diligent care and planting of gardens at Coe Memorial Park. This Proposal will be for **ALL** materials such as compost, plants, shrubs, supplies, tools, equipment and labor necessary to design designated flower beds located in Coe Memorial Park and to develop a maintenance plan outlining how the shrub beds, flower beds and gardens will be cared for annually beginning January 1, 2014 for a Multi-Year – Three Year Contract – Renewable Annually. The scope of work will also include a breakdown of costs for physically planting and maintaining (including but not limited to, watering, weeding, mulching, pruning, organic chemical application and debris removal) the plantings as outlined in the bidders proposal, as well as maintaining existing shrubs and plantings at each location. Submitted Proposals shall be received in the Purchasing Department, 140 Main Street, Room 206, Torrington, CT, until **11:00 a.m., September 3, 2013**. In the case where City Hall is closed for weather related or some other emergency related circumstance, submittals shall be due the next day when City Hall reopens for business, not later than 11:00 a.m. on that day. Proposals received after the time and date specified will be rejected and returned unopened.

Proposals shall be submitted in a sealed envelope and shall be clearly marked “**RFP #CPG-040-090313, Horticultural and Related Services for Coe Memorial Park Gardens**” (with the cost proposal (page 14) submitted in a separate sealed envelope). All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty day period may be extended upon written mutual agreement.

REQUEST FOR PROPOSAL CONTENT:

- 1. Title Page**
- 2. Table of Contents**
- 3. Letter of Transmittal**
- 4. Company Information**
- 5. Personnel Qualifications**
- 6. Similar Project Experience**
- 7. Client References**
- 8. Services Expected of the City**
- 9. Conflict of Interest**
- 10. Required Forms**
- 11. Additional Information**
- 12. Budget Proposal (sealed, separate envelope)**

Proposals will be reviewed by a Selection Committee, shortlist interviews will be conducted and the Selection Committee’s recommendation will be forwarded to the City Council for final approval.

Request For Proposals will be available via the City’s website at <http://www.torringtonct.org> (under **Quick Links**, click on OPEN BIDS). Contact Pennie Zucco, (860) 489-2225 for more information. For questions pertaining to the park and this project, contact J. Brett Simmons at (860) 489-2385.

Questions must be submitted by August 22, 2013 by 12:00 noon. All questions should be submitted by email to pennie_zucco@torringtonct.org. Questions will be answered through an addendum(s) which will be posted on the City of Torrington website. Interested firms should check the website 48 hours before the closing date. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **Proposals may not be submitted by e-mail.**

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.

**REQUEST FOR PROPOSALS
RFP-CPG-040-090313**

HORTICULTURAL AND RELATED SERVICES FOR COE MEMORIAL PARK GARDENS

The City of Torrington will be receiving sealed proposals to provide landscape design, bedding, planting and maintenance services for Coe Memorial Park Gardens located on Litchfield Street in Torrington, CT. The attached maps depict the geographic area of the park, herein made a part of the proposal as Exhibit(s) A & B. The scope of this project will require the submission of a proposed landscape design for designated flower beds on the grounds at Coe Memorial Park to include incorporating existing garden plantings. The scope of work will also include developing a maintenance plan outlining how the shrub beds and flower beds will be cared for on an annual basis for length of the contract, which will be determined at a later date. The scope of work will also include a breakdown of costs for physically planting and maintaining (including but not limited to, watering as necessary beyond the existing irrigation program within the park, weeding, mulching, pruning, organic/natural chemical application and the removal of debris) including annuals and perennials, in addition to the existing plantings, shrubs, ornamental grasses and other selective plants at Coe Memorial Park. A new contract is anticipated to begin in January 2014. The Awarded contractor shall supply all design and maintenance plans which will be broken down by seasons (4): Spring, Summer, Fall, Winter (putting the gardens to bed).

Definitions:

As used herein, the term “**Maintenance**,” “**General Maintenance**,” and/or “**Routine Maintenance**” includes, but is not limited to, weeding, mulching, pruning, organic/natural chemical application and the removal of debris.

Technical Description:

- This project will include the planting, pruning, and general maintenance of the shrubs and flower beds located within the area outlined in the attached Exhibits A & B.
- The bedding and perennial plant maintenance shall be provided to maintain the currently existing perennial shrubs, flowers and plantings located within Coe Memorial Park in a healthy, neat and presentable manner.
- In addition, the total price shall include the price for providing, planting, and maintaining annual flowers and plantings within the bedding areas. The landscape design for the annual flower beds submitted shall include the type, quality, quantity and minimum size of the flowers and plantings to be provided.
- Plants and flowers (Color) must be installed for Memorial Day, Veterans Day and Pearl Harbor Day, especially in Veterans’ Memorial, Civil War Statue, and Portico (dance floor) beds.
- The total price shall include **ALL** costs for providing routine maintenance for the existing bedding areas and the existing perennial shrubs, flowers and plantings and the wholesale cost of providing, planting and maintaining annual flowers and plantings within the bedding areas.
- The routine maintenance work for all bedding areas shall include the maintenance, replacement and care of compost and/or topsoil, in a neat and presentable appearance.
- Foreign growth shall be manually removed from all beds. Each planting area shall be kept free of weeds by the immediate removal of any and all foreign growth when such growth becomes visible.
- Trash and litter in planting areas shall be removed and disposed of properly.
- The Contractor awarded a contract as a result of this Request for Proposal shall be responsible for pruning all flowers, roses, ornamental grasses and other selective plantings. Pruning will primarily be performed during the fall season. All roses and perennial grasses shall be cut back to six inches (6”). Pruning shall be completed by December 1st.
- The routine maintenance plan for the bedding areas shall include **organic** fertilization, pruning and other treatment necessary to maintain the flowers and plantings in a neat and presentable manner. The Contractor shall also be responsible for the replacement of all dead or dying plants. The Contractor is expected to maintain the existing perennial and selective plantings.

- All routine maintenance work shall include watering as necessary beyond the existing irrigation program, applying nutrients, weeding and/or general maintenance to maintain a high quality bedding area in a neat and presentable condition at all times from April through beginning of November (routine maintenance may be needed daily as well). **NOTE: Only organic applications will be used for care and maintenance of the gardens at Coe Memorial Park.**
- The contractor is responsible for removing all debris from within beds off-site, including but not limited to: Leaves, weeds, dead plants, etc. All fees associated with such removal, shall be incorporated into this proposal.
- At the end of the growing season, the Contractor will be notified by the Superintendent and the final phase of the contract will begin. Annual flowers planted in the designated locations shall be removed from the designated beds without damaging the perennials. After the removal of such plantings, the annual flower beds shall be raked to restore the areas to a neat and presentable condition. During this time all perennial plantings shall be deadheaded. All materials removed from the gardens shall be disposed of offsite.
- Winterizing Gardens – “Putting the Gardens to Bed” - Prune back summer flowers; cover and remove all pruned materials off site. Remove selection of flowers from garden beds that need to be stored for winter and prepare them for storage. Soil is to be amended in areas where needed and bulbs are to be planted and fed with organic nutrients. Cover beds with compost and spruce boughs for winter protection and aesthetics. Other winterizing measures: Cover areas susceptible to winter conditions and related winter maintenance of walkways and common areas and use burlap or other appropriate organic materials for protecting plants subject to winter burn.
- The Contractor shall submit three quarterly reports (paper/photographs only) and one annual report in each contract year. Walk-through may be requested. The annual report will be presented to the Superintendent of Parks and Recreation for distribution to the Coe Memorial Park Advisory Committee and Parks and Recreation Commission by December 1st as part of the contract review process.
- City of Torrington Responsibilities: The City will notify the Contractor of any digging or disturbance to the gardens or plantings prior to initial disturbance. The City will be responsible for signing a yearly maintenance contract for the irrigation system with a qualified professional irrigation company.

Proposal Content:

The City of Torrington is requesting proposals to retain a contractor for a Multi-Year – Three Year Contract – Renewable Annually with an annual budget not to exceed **\$90,000.00** for the following project: **RFP# CPG-040-090313, HORTICULTURAL AND RELATED SERVICES FOR COE MEMORIAL PARK GARDENS (with the cost proposal (page 14) submitted in a separate sealed envelope).**

REQUEST FOR PROPOSAL CONTENT:

Responses must set forth accurate and complete information for each of the items listed below. At the City’s discretion, failure to do so could result in disqualification. Request for Proposal should be submitted and organized in such a manner to convey pertinent information and shall be formatted in the following order:

1. **Title Page**
2. **Table of Contents**
3. **Letter of Transmittal**
4. **Company Information**
 - 1) Name of Firm Name
 - 2) Permanent office address, phone number, and email for the point of contact within the Proposer’s organization.
 - 3) Date firm organized
 - 4) Legal Form of ownership (If a corporation, indicate where incorporated)
 - 5) How many years have you been engaged in services you provide under your present name?

5. Personnel Qualifications

Provide a listing of proposed staff and staff location that would complete the design work, along

with their resumes. Each resume shall include years of experience, the individual's qualifications, licenses, and certifications, and their relevant experience for completing the scope of work.

6. Similar Project Experience

Provide a listing of projects of a similar nature to those included in the Scope or Work in this RFP that the proposer has completed within the last three (3) years. Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Torrington. Portfolio's outlining past experience in horticulture shall include: photos, drawings, design renderings, descriptions, contacts, etc.

1) Proposal

- a) **Landscape Design Diagram:** Landscape design proposal for the garden beds at Coe Memorial Park for each season (4). Plans may include the following information pertaining to plantings: type, quality, quantity and minimum size.
- b) **Existing Conditions Evaluation:** Review and evaluation of the existing garden beds containing perennials.
- c) **Maintenance Plan:** Detailed maintenance schedule for perennial and annual beds outlining the following information: frequency of watering; (**Note: The City of Torrington has an automated irrigation system in place**); soil amendments; weeding; debris removal; pruning schedule; mulching; the type of organic chemicals to be applied (including but not limited to re-emergents, herbicides, organic fertilizers) and a proposed application schedule. The maintenance plan shall be established for to cover each season (4).
- d) **Organization Chart:** Include an experience matrix of key personnel that will work on the project during the design, planting and maintenance phases. This matrix shall also identify the qualifications of the personnel that you propose having involved with this project.
- e) **Related Experience:** Include a brief summary of recent past projects identifying similar work features and note if featured personnel completed similar work.

7. Client References

Provide at least five (5) references, including contact name, address, phone numbers, and project title and summary where similar services have been completed. Include any work completed in municipal parks.

8. Services Expected of the City

Identify the nature and scope of the services that would be generally required of the City in your undertaking of this project.

9. Conflict of Interest

Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

10. Required Forms

Non-Collusion Affidavit, Acceptance of Terms of this Agreement, and any additional forms the City may require.

11. Additional Information

Provide any additional information about your company that is relevant to this RFP that you believe will assist the City in making its selection.

12. **Fee:** The undersigned hereby proposes to furnish all materials, supplies, transportation, tools, equipment and to perform all necessary labor for providing the following services in conformity with this Request for Proposal, including all documents referred to therein, for and in consideration of the following Lump Sum Fee not to exceed \$90,000.00.

Instructions:

- Proposals shall be submitted to the attention of Pennie Zucco, Purchasing Agent, 140 Main Street, Room 206, Torrington, CT by **September 3, 2013 at 11:00 a.m. LATE BIDS WILL BE REJECTED.**
- Proposals shall be submitted in a sealed envelope and shall be marked “**RFP# CPG-040-090313, HORTICULTURAL AND RELATED SERVICES FOR COE MEMORIAL PARK GARDENS**” **(with the cost proposal (page 14) submitted in a separate sealed envelope).**
- All proposal forms shall be properly executed by an officer of the firm making such proposal.
- RFP Information can be obtained on the City of Torrington Website at www.torringtonct.org.
- For questions pertaining to the proposal, contact Pennie Zucco at (860) 489-2225. For questions pertaining to the park and this project, contact J. Brett Simmons at (860) 489-2385.
- At the discretion of the Selection Committee, short-list interviews to include a site walk-through, may be conducted for any or all respondents, upon review of proposals, prior to final selection.

**Proposal Form - RFP# CPG-040-090313
HORTICULTURAL AND RELATED SERVICES
FOR COE MEMORIAL PARK GARDENS
CITY OF TORRINGTON**

*******This proposal page must be submitted in a separate sealed envelope and clearly marked "FEE PROPOSAL"*******

BID OPENING DATE: **September 3, 2013, 11:00 AM**

ITEM: LUMP SUM FOR: **HORTICULTURAL AND RELATED SERVICES FOR COE MEMORIAL PARK GARDENS.**

TOTAL BID PRICE DOLLARS AND CENTS: _____

TOTAL BASE BID PRICE IN WORDS: _____

COMPANY NAME: _____ DATE: _____

ADDRESS: _____

COMPANY REPRESENTATIVE (signature) _____

TITLE: _____

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.

**CITY OF TORRINGTON
HORTICULTURAL AND RELATED SERVICES FOR
COE MEMORIAL PARK GARDENS
RFP #CPG-040-090313**

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.

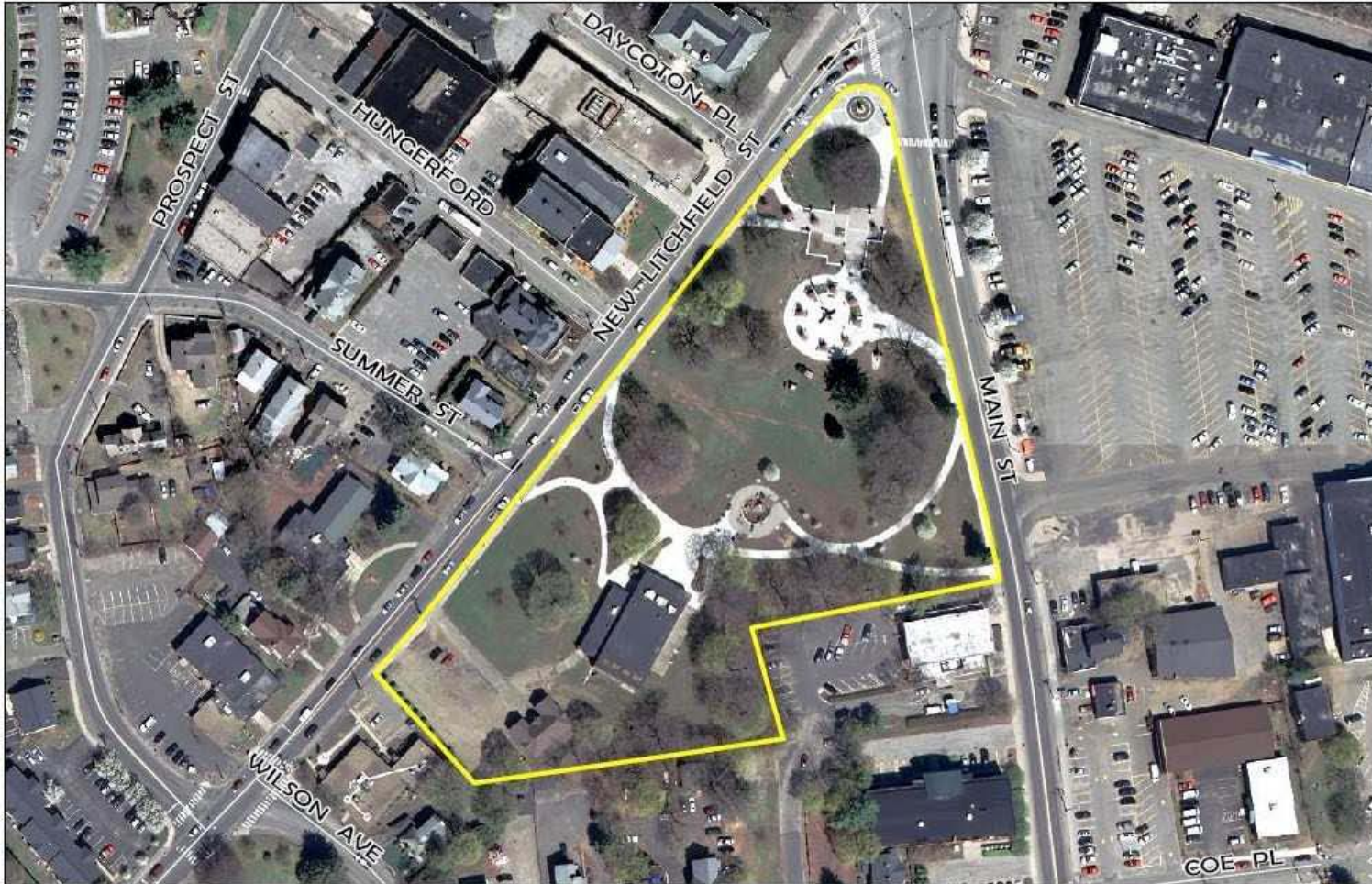
The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included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

Exhibit A
RFP #
(Existing Site Aerial Map – Outlining Property)

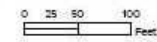
Park or Facility

COE MEMORIAL PARK

The City of Torrington
PARKS AND RECREATION



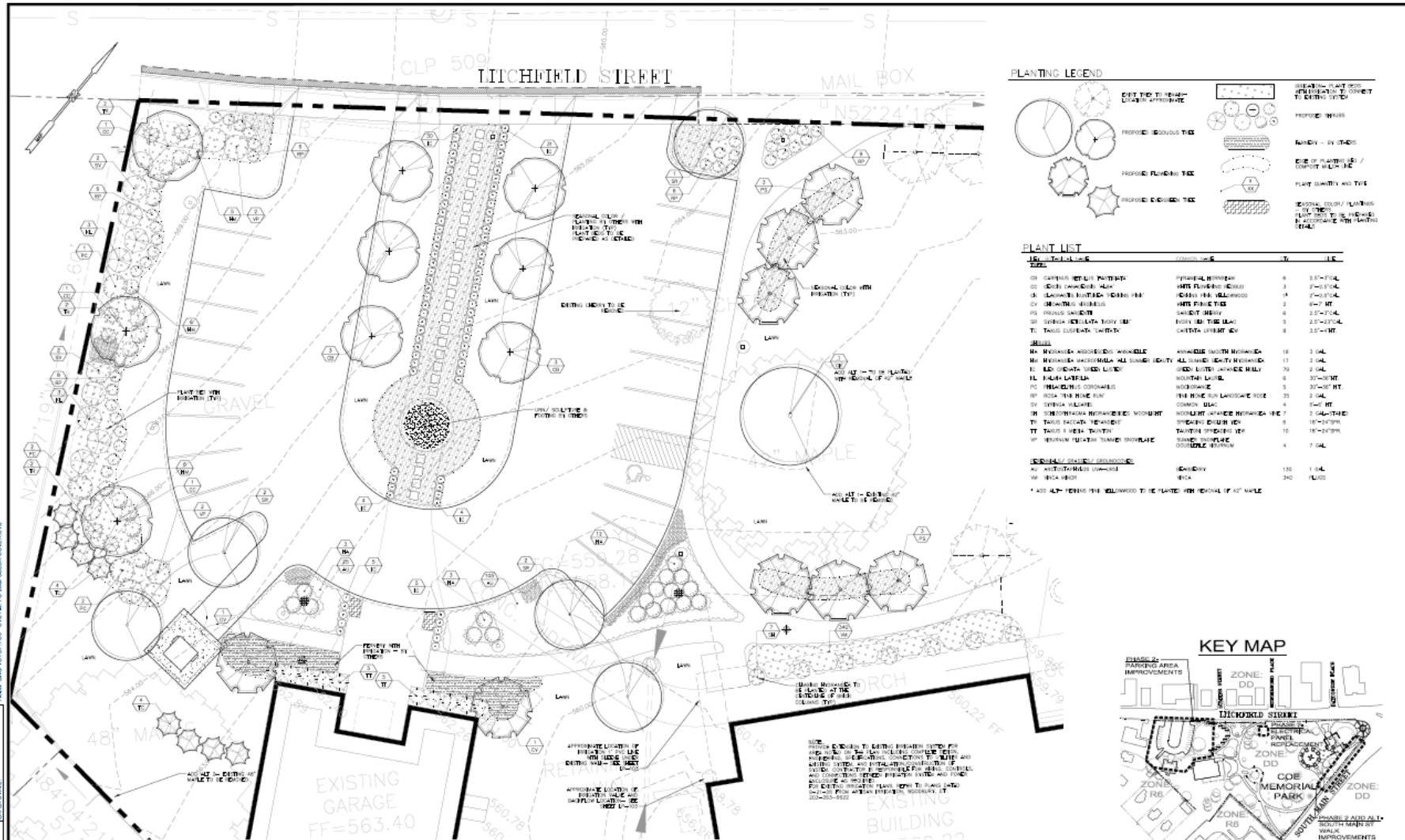
Parks Inventory Mapping 2006 Update



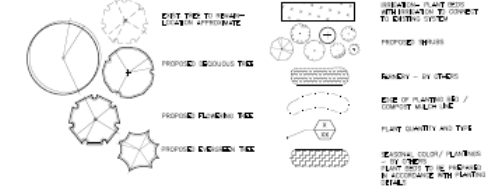
1:1,200

Exhibit B RFP

(Please Note: Construction of the area in Exhibit B was completed in 2013. The plants shown on this plan were installed during the construction with a few minor changes. There are several garden areas to be planted "by others". All areas are to be maintained in accordance with the contract.)



PLANTING LEGEND



PLANT LIST

PLANT CODE	PLANT NAME	QUANTITY	SIZE
01	CORNUS NEROLIIFOLIA	4	3.5" - 4" GAL
02	SPYRUS VIRENS	3	2" - 3" GAL
03	LAURUS NERII	1	2" - 3" GAL
04	QUERCUS ALBA	2	4" - 6" HT
05	SPYRUS VIRENS	6	2" - 3" GAL
06	SPYRUS VIRENS	3	2" - 3" GAL
07	TAXUS CANADENSIS	8	3.5" - 4" HT
SHRUBS			
08	HYDRANGEA	18	2" GAL
09	HYDRANGEA	17	2" GAL
10	HYDRANGEA	79	2" GAL
11	HYDRANGEA	6	30" - 36" HT
12	HYDRANGEA	3	30" - 36" HT
13	HYDRANGEA	25	2" GAL
14	HYDRANGEA	4	4" - 6" HT
15	HYDRANGEA	7	2" GAL
16	HYDRANGEA	6	18" - 24" HT
17	HYDRANGEA	10	18" - 24" HT
18	HYDRANGEA	4	7" GAL
PLANTING DETAILS			
19	HYDRANGEA	120	1" GAL
20	HYDRANGEA	240	1" GAL



NO.	DATE	BY	DESCRIPTION	DESIGNER	REVIEWER
1	08/14/13	E. TUFF	ISSUE 1		

SEAL	SEAL	SEAL
------	------	------

SCALE:	1" = 10'
DATE:	08/14/13
BY:	E. TUFF
SCALE:	1" = 10'

CITY OF TORRINGTON
PLANTING PLAN
COE MEMORIAL PARK PHASE 2
TORRINGTON CONNECTICUT

PROJ No: 2011080140
DATE: 08-13
LP-101