



**CITY OF TORRINGTON
REQUEST FOR PROPOSAL
RFP #CPG-040-111816
DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS**

The City of Torrington is seeking qualifications of an experienced horticulturalist or company to provide seasonal landscape, design, planting and diligent care for the gardens at Coe Memorial Park located on Litchfield Street in Torrington, CT. This RFP will be for the company or individual(s) responsible for **ALL** materials such as compost, plants, shrubs, supplies, tools, equipment, and labor necessary to design seasonal displays and maintain the Gardens at Coe Memorial Park for a two-year contract.

Interested parties are requested to submit a sealed original proposal and thirteen (13) copies of qualification data to the Office of the Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790, during normal office hours but no later than **Friday, November 18, 2016 at 11:00 AM**. Envelopes should be clearly marked: **"RFP #CPG-040-111816, DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS."** In the case where City Hall is closed for weather related or some other emergency related circumstance, the submittals shall be due the next day when City Hall reopens for business, not later than 11:00 am on that day. Proposals received after this date and time will be rejected.

Questions must be submitted by **Tuesday, November 8, 2016** 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. Company's mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **Proposals may not be submitted by e-mail or fax.**

There will be a recommended pre-bid meeting on Thursday, November 3, 2016 at 1:00 PM at Coe Memorial Park, 101 Litchfield Street, Torrington, CT 06790 to gain access to the project site to view location and review the scope of work.

All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty (60) day period may be extended upon written mutual agreement.

The City of Torrington reserves the right to accept or reject any or all proposals, to waive any informalities or technicalities, or to accept any bid deemed in the best interest of the City of Torrington and which it feels best serves the public.

AN AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY EMPLOYER
MBE's WBE's AND SBE's ARE ENCOURAGED TO APPLY

Dated: 10/28/16

Pennie Zucco, Purchasing Agent



**CITY OF TORRINGTON
REQUEST FOR PROPOSAL
RFP #CPG-040-111816
DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS**

PURPOSE:

The City of Torrington is seeking qualifications of an experienced horticulturalist or company to provide seasonal landscape, design, planting and diligent care for the gardens at Coe Memorial Park located on Litchfield Street in Torrington, CT. This Request for Proposal (RFP) will be for the company or individual(s) responsible for **ALL** materials such as compost, plants, shrubs, supplies, tools, equipment, and labor necessary to design seasonal displays and maintain the Gardens at Coe Memorial Park. A new two (2) year contract is anticipated to begin in January 2017.

CLARIFICATIONS:

Questions shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will be transmitted by written addendum(s) only.

All information given by the City except by written addendum(s) shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the City. Questions will be answered through an addendum(s) which shall be posted on the city's website. Potential respondents are responsible for checking the city's website within 48 hours of the opening.

Potential bidders may present questions to the City Purchasing Agent by EMAIL only.

Send inquiries to: ***pennie_zucco@torringtonct.org***

Deadline for questions is **Tuesday, November 8, 2016 at 12:00 Noon**. The City website is www.torringtonct.org. The addendum(s) will present all bidder questions and the City's response. **Signed Addendum(s) must be submitted with bid. Failure to comply with this requirement is grounds for bid disqualification.** Phone inquiries to the Purchasing Agent are not allowed. Calls regarding this bid to any City Hall employee, Coe Memorial Park Committee member or local officials are in violation of the exparte communication regulation of this bid: violators will be eliminated from consideration.

SCOPE OF WORK:

The City of Torrington invites all qualified, interested parties to respond to this Request for Proposal (RFP) to provide seasonal landscape design, planting, and maintenance services for Coe Memorial Park Gardens, located on Litchfield Street in Torrington, CT. The attached maps, Exhibit A, depict the geographic area of the park and Exhibit B outlines the scope of work in the current Contract (with the present contractor) for Horticultural and Related Services at Coe Memorial Park. 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. All design and maintenance plans will be broken down by seasons, totaling four (4) – Spring, Summer,

Fall, and Winter (putting the gardens to bed). The scope of work will also include developing a maintenance plan outlining how the garden beds will be cared for on an annual basis for length of the contract. The maintenance plan will include; physically planting and maintaining all annuals and perennials, in addition to the existing plantings, shrubs, ornamental grasses and other selective plants at Coe Memorial Park. The care of maintenance of all gardens beds will include; watering as necessary beyond the existing irrigation program within the park, composting beds and tree rings, monitoring plants, weeding beds and tree rings, pruning, organic/natural chemical application, the removal of debris, and other tasks necessary for the proper care of the gardens. **Maintenance outside of the garden beds including the lawn areas, trees, sidewalks, and parking lot will be maintained by others.** A new two-year contract is anticipated to begin in January 2017. The current contractor completed approximately 1,609 staff hours in 2014 and 1,846 staff hours in 2015 to complete the tasks outlined in the contract.

REQUEST FOR PROPOSAL CONTENT:

The City of Torrington has prepared a Request for Proposal to retain a contractor for a two (2) year contract for the following project: **“RFP #CPG-040-111816, DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS.**

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. Company Information**
 - a. Name of Company.
 - b. Permanent office address, phone number, and email for the point of contact within the Proposer's organization.
 - c. Date Company organized.
 - d. Legal Form of ownership (If a corporation, indicate where incorporated.)
 - e. How many years have you been engaged in services you provide under your present name?
- 4. 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.
- 5. Similar Project Experience**

Provide a listing of projects of a similar nature to those included in the Scope of 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, certifications, licenses, etc.
- 6. Client References**

Provide at least five (5) references, including contact name, address, phone numbers, email and project title and summary where similar services have been completed. Include any work completed in municipal parks.
- 7. 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.

8. Information Regarding Failure to Complete Work, Default and Litigation

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation that could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your company ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other facts or information that could affect your company's ability to perform the types of services being sought by the City about which the City should be aware?

9. Required Forms

Non-Collusion Affidavit, Consent of Surety Company, Acceptance of Terms of this Agreement, Insurance Certificate and any additional forms the City may require.

10. Additional Information

- a. Provide any additional information about your company that is relevant to this RFP that you believe will assist the City in making its selection.
- b. The Proposals shall include a percentage of annuals vs. perennials in accordance with design plans.
- c. Proposals shall include details of any experience in designing and planting Victorian Gardens.

11. Budget Proposal

In a separate sealed envelope, please provide your company's proposed cost for completing all services outlined in the Scope of Work in this RFP. Envelopes will remain sealed until the short-list interview process. The proposals shall include a Lump Sum Annual Fee for both Year 1 and Year 2 to perform all components outlined in the scope of work in Exhibit B for the Design, Planting, and Maintenance of the Coe Memorial Park Gardens. Each company shall also submit in their proposals an hourly rate for any work requested that exceeds what is outlined in this RFP and Scope of Work. This may include the design, planting, and maintenance of new garden beds.

INSTRUCTIONS:

- Request for Proposal shall be submitted to the attention of Pennie Zucco, Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790 by **Friday, November 18, 2016 at 11:00 AM**. Request for Proposal shall be submitted in a sealed envelope and shall be clearly marked "**RFP #CPG-040-111816, DESIGN, PLANTING AND MAINTENANCE OF COE MEMORIAL PARK GARDENS**".
- Any RFP's received after the time and date specified will be returned, unopened.
- All Request for Proposal forms shall be properly executed by an officer of the company.
- RFP Information can be obtained on the City of Torrington Website at www.torringtonct.org.
- At the discretion of the Selection Committee, short-list interviews may be conducted for any or all respondents.

- The Selection Committee shall consist of the Superintendent of Parks and Recreation, members of the Parks and Recreation Commission, and members of the Coe Memorial Park Committee.

ELIGIBILITY:

The City will select contractors from those submitting RFPs for subsequent interviews as necessary. The contractor chosen for this project will be in accordance with a quality based selection process. **Eligible respondents will be those qualified parties that have the following qualifications:**

1. Demonstrated experience in providing seasonal landscape design services, including but not limited to performing planting, pruning and general maintenance of flower gardens.
2. Experience in designing and planting Victorian Gardens.
3. Experience and ability to work in a public park setting.
4. Experience with preparing maintenance and design reports.
5. Knowledge in current horticultural practices.
6. Assigned staff must have the necessary experience, organization, technical and professional qualifications, skills and equipment to successfully perform the required services described in the scope of work of this RFP.

Proposer shall not have any pending criminal charges against the company, principal owners, partners, corporate officers, or management employees.

SUBMITTALS:

One original and thirteen (13) paper copies of the response shall be placed in a sealed envelope and clearly marked **“RFP #CPG-040-111816, DESIGN, PLANTING, AND MAINTENANCE OF COE MEMORIAL PARK GARDENS”**.

In a separate sealed envelope, please provide your company’s proposed cost for completing all services outlined in the Scope of Work in this RFP. Envelopes will remain sealed until the short-list interview process.

Responses must be received at the following address no later than **11:00 AM on Friday, November 18, 2016. Proposals received later than time and date specified will not be considered.**

**Office of the Purchasing Agent
City Hall
140 Main Street, Room 206
Torrington, CT 06790**

In the event of the closure of City Hall, the bid will be opened on the following business day that City Hall is opened by 11:00 a.m. No fax or e-mail Bids will be accepted. Firms mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. The City will not be liable for any costs incurred by vendor in the preparation or submission of a proposal. All proposal submissions and materials become property of the City and will not be returned.

INDEMNIFICATION:

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the City and their respective consultants, agents, and employees from and against all claims, damages,

losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Company's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Company, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Company to perform or furnish either of the services, or anyone for whose acts the Company may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the City or any of its consultants, agents or employees by any employee of Company, by any person or organization directly or indirectly employed by Company to perform or furnish any of the work, or by anyone for whose acts Company may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for Company under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

NON-DISCRIMINATION:

The respondent agrees and warrants that in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the City of Torrington.

INSURANCE REQUIREMENTS:

Certificate of Insurance: All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate 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.

The City of Torrington reserves the right to accept or reject any or all Proposals; to waive any informalities or technicalities, to negotiate and award a contract that it determines best meets their needs and best serve the public interests of the City of Torrington.

All Proposals will be considered valid for a period of sixty (60) days from the date of opening. The sixty (60) day period may be extended upon written mutual agreement.

SELECTION PROCESS:

Review Process: All proposals will be reviewed by a selection committee.

The City reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as the Company's experience and expertise in providing seasonal landscape, design, planting and diligent care for the gardens at Coe Memorial Park located on Litchfield Street in Torrington. Cost will not be the sole factor in evaluating bids.

A list of finalists will be developed and company's may be interviewed by the Selection Committee after the proposals are received. Specific information required for the interviews will be provided to finalists at the time of notification.

If interviews are held, they will be 30-45 minutes long. Initial presentations will be limited to 15 minutes. The final 15-30 minutes will be reserved for questions from the Selection Committee and subsequent discussion. The key person to be assigned to this project must be present at this interview. The City expects to complete its review of all proposals and select the tentative bidder within three weeks after the receipt of proposals. If necessary, the City may extend that review period.

Selection as the preferred proposal does not provide any contract rights to that company. Any such rights shall accrue only if and when the City and the company execute a binding contract. The City reserves the right to negotiate with the successful company in any manner necessary to best serve the interests of the City. If the City fails to reach an agreement with the selected company, the City may commence negotiations with an alternative company or reject all companies and reinstitute the RFP process.

Companies are advised that should budgetary constraints dictate, part, and/or all the items in this RFP may be rejected. This decision shall be considered final and not subject to recourse by the proposer.

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.

EXPARTE COMMUNICATION:

To insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited communication including but not limited to verbal, telephone, written or internet) initiated by the Bidder to a City Official, building committee member, or employee evaluating or considering the bids prior to the time a bid decision has been made. ANY AND ALL VIOLATIONS OF THIS REGULATION WILL RESULT IN THE ELIMINATION OF THE BID FROM CONSIDERATION, AND REPEAT OFFENDERS MAY BE DISQUALIFIED FROM FUTURE BIDS AS WELL.

Communication between Bidder and the City will be directed in writing or by Email to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed.

NON-COLLUSION STATEMENTS:

In order for bids to be considered, a non-collusion statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement. FAILURE TO INCLUDE THE NON-COLLUSION STATEMENT WILL ELIMINATE THE BID FROM CONSIDERATION.

SUBCONTRACTORS:

THE SUCCESSFUL BIDDER SHALL NOT EMPLOY ANY SUBCONTRACTOR TO FULFILL ANY OF THE DUTIES HEREING SPECIFIED WITHOUT EXPRESS, PRIOR WRITTEN APPROVAL OF THE CITY OF TORRINGTON OR ITS DESIGNATED AGENT.

The City of Torrington reserves the right to accept 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.

No additional charges will be allowed without prior owner approval.

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) day notice to the bidder.

APPENDIX A

SAMPLE FORM

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.

(Printed) _____

(Signed) _____

(Title) _____

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

Notary Public Printed

Notary Public Signature

My commission expires _____

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

APPENDIX B

**CITY OF TORRINGTON
REQUEST FOR PROPOSALS
RFP #CPG-040-111816**

DESIGN, PLANTING AND MAINTENANCE OF COE MEMORIAL PARK GARDENS

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.

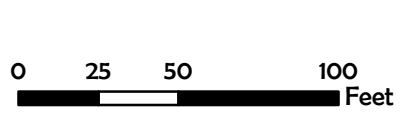


Exhibit A

COE MEMORIAL PARK

Background includes Google Earth Screenshot Image 2016

- Coe Park
- Planter Areas



Date: 10/13/2016

EXHIBIT B

SAMPLE

**Contract for Horticultural and
Related Services for *Coe Memorial Park***

This Contract entered into this _____ day of TBD by and between the City of Torrington, a municipal corporation located in the County of Litchfield and State of Connecticut, hereinafter referred to as “City”, and COMPANY TBD, a Connecticut company qualified to do business in the State of Connecticut, hereinafter referred to as “Contractor.”

Witnesseth:

Whereas, the City of Torrington and its Citizens are the beneficiary of the Adelaide Coe Godfrey Trust, which was gifted to the City for the sole purpose of providing for the operation and maintenance of Coe Memorial Park; and

Whereas, the City Council is authorized to make expenditures from the Adelaide Coe Godfrey Trust fund for the operation and maintenance of Coe Memorial Park and is committed to maintaining the beauty of the Park;

Whereas, the City acknowledges that the Contractor is a horticultural professional, qualified to exercise independent decision making and judgment with the day to day management of the plant life in Coe Memorial Park and contracted for that purpose; and

Now, therefore, the City and the Contractor, for the consideration and in accordance with the terms and conditions hereinafter set forth, hereby agree as follows:

1. Engagement of Contractor

The City hereby engages the Contractor and the Contractor hereby agrees to perform systematic maintenance of the existing gardens and surrounding areas of Coe Memorial Park as on the attached map depicting the geographic area of the park (herein made a part of this contract as Exhibit A).

2. Continuation of Victorian Theme Garden Beds

The Contractor shall continue to incorporate plants in accordance with Victorian style garden beds.. The design goal of the garden beds shall be towards greater impact of Victorian styles, themes, and plants in multiple phases.

3. Scope of Work for Care and Maintenance of the Gardens at Coe Memorial Park

The work shall include:

- a. Plant, prune, and provide general maintenance of the existing shrubs and flower beds located within the area outlined in the attached Exhibit A.
- b. Meet two times per year on site with the Review Committee for a seasonal walk-through and formal presentation to allow for open discussions on the plans for the gardens in order to move forward with seasonal plantings. The purpose of the walking tours is to provide input to the Contractor relative to preseason plantings and plans for the park. Although participation in these walk-through's is not mandatory for the Review Committee, members will not be able to participate in the year-end review if they are not present at either walk-through.
 - o On or about the 2nd Wednesday in April at 5:30 PM – Pre-Season Walk-through/Presentation, to review plans for spring planting for the spring and summer seasons.
 - o On or about the last Wednesday in August at 5:30 PM – Pre-Season Walk-through/Presentation to review plans for Fall Planting, including mums and bulbs.
 - o All other Parks and Recreation Commission members and Coe Memorial Park Committee members are encouraged to attend the seasonal Walk-Throughs.
 - o The day of the April and August Walk-Through, all Review Committee members will be required to submit any questions or proposed changes in writing on a form to be provided (attached as Exhibit C.) The form will be provided to the Contractor for comments and consideration.
 - o The Contractor will provide feedback on all comments in writing to the Superintendent of Parks and Recreation before proceeding with the seasonal planting. Final design subject to approval by the Superintendent of Park and Recreation.
- c. Provide routine maintenance for the existing landscaped areas and the existing perennial shrubs, flowers and plantings, in addition to providing, planting and maintaining annuals and perennials within the bedding areas. Routine maintenance work for all bedding areas and tree rings shall include the maintenance, replacement, and care of compost and/or topsoil. Mulch shall not be used. Routine Maintenance shall also include watering as necessary beyond the existing irrigation program, applying nutrients, pruning, weeding (garden beds and tree rings), edging (garden beds and tree rings), and/or general maintenance to maintain high quality gardens in a neat and presentable condition at all times from April through the beginning of November (routine maintenance may be needed a few times per week). Only organic applications will be used for care and maintenance of the gardens at Coe Memorial Park.
- d. Prune flowers, ornamental grasses, and other selective plantings, as needed prior to the end of the fall season. Remove all pruned materials off site.
- e. Manually remove foreign growth in 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.
- f. Remove debris from within all beds, including but not limited to; leaves, weeds, dead plants, and other extraneous materials and dispose of all organic materials offsite.

- g. Plants and flowers (color) must be installed for Memorial Day and Veterans Day, especially in the Veterans Memorial, Civil War Monument, and Portico (Crescent) Beds, as conditions permit.
- h. The Contractor shall communicate with the Superintendent of Parks and Recreation to determine the appropriate time to remove plants and begin preparing the gardens for winter based on schedules (including planting of bulbs), existing garden conditions, and weather conditions. At a point in time that is agreed upon by both the Contractor and the Superintendent of Parks and Recreation, 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 pruned appropriately according to each plant. Perennials shall be split and moved or removed as necessary to maintain appropriate size of plant. The Contractor shall provide the Superintendent of Parks and Recreation with a list of plants (extra perennials) removed from the garden beds after splitting them. This list shall include varieties and quantities. The Superintendent of Parks and Recreation will coordinate a plan for what to do with such plants. All other materials removed from the gardens shall be disposed of offsite by the contractor.
- i. Winterizing Gardens – “Putting the Gardens to Bed” – If applicable, remove selection of plants from garden beds that need to be stored for winter and prepare them for storage, as necessary. The contractor shall store and maintain selected plants in a temperature controlled location. Soil is to be amended in areas where needed and bulbs are to be planted and fed with organic nutrients. Cover beds with compost, as needed 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 materials for protecting plants subject to winter burn. If applicable, a complete listing of all stored plants shall be provided by the Contractor.
- j. Except the circumstances stated in Paragraph 8E, the Contractor shall be responsible for the replacement of all dead or dying plants.
- k. Contractor shall transport and prepare Coe Memorial Park plants from their wintering locations and reinstall the plantings.

4. City Responsibilities

- a. Coe Memorial Park Horticultural Review Committee which shall be comprised of the Superintendent of Park and Recreation, members of the Park and Recreation Commission, and members of the Coe Memorial Park Committee.
- b. 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.
- c. The City will make a payment of \$_____ by or before each of the following dates: April 30th, June 30th, September 30th, and December 31st to the Contractor.

- d. The City will designate the Superintendent of Parks and Recreation, Brett Simmons as the contact person for the Contractor.

5. Term and Modification of Contract

- a. The parties agree that the term of this contract is a two year contract which shall begin on January 1, 2017 and end on January 2, 2019.
- b. Either the City or the Contractor may terminate this contract by providing 30 days' written notice to the other.

6. Reporting/Presentations:

The Contractor shall prepare and submit two presentations and two reports as follows:

- a. Presentation: April –Walk-through – Presentation to include an overview of Pre-Planting Plans for Spring/Summer.
- b. Report: July – 1st Wednesday– Post-Planting Plans which include photos and names of all garden beds (Spring/Summer) and Garden Maintenance Report which include expense summaries and maintenance tasks completed, including details of all transplants and removals.
- c. Presentation: August - Walk-through – Presentation to include an overview of Pre-Planting Plans for Fall.
- d. Report: December – 2nd Wednesday- Post-Planting Plans which include photos and names of all garden beds (Fall) and Garden Maintenance Report which include expense summaries and maintenance tasks completed, including details of all transplants and removals.
- e. The reports shall be provided in electronic format to the Superintendent of Parks and Recreation for distribution to members of the Parks and Recreation Commission and Coe Memorial Park Committee.

7. Contractor Performance Review

- a. The City, through the Coe Memorial Park Horticultural Review Committee shall evaluate the performance of the Contractor by completing Performance Appraisal forms, appended hereto as Exhibit D.
- b. At the end of the year, all members of the Coe Memorial Park Horticultural Review Committee, defined in 4a will be allowed to complete a performance evaluation to be submitted to the Superintendent of Parks and Recreation for review.
- c. The date of the Annual Review shall be scheduled the 1st Wednesday in November; however, it should be noted that the final report is not due until the 2nd Wednesday in December.

8. Cost breakdown

- a. 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.
- b. The parties agree that contract costs for Year #1, including all labor and materials shall not exceed _____ Dollars (\$_____) for the complement of services and materials as described below:

Labor costs shall not exceed \$_____

Material costs shall not exceed \$_____

- c. The parties agree that contract costs for Year #2, including all labor and materials shall not exceed _____ Dollars (\$_____) for the complement of services and materials as described below:

Labor costs shall not exceed \$_____

Material costs shall not exceed \$_____

“Materials” include plants, shrubs, trees, compost, fertilizer, and any other items that are installed within Coe Memorial Park, it does not include any equipment cost or repair. Administrative costs are reimbursable when pre-approved by the Superintendent of Parks and Recreation.

- d. The first quarterly payment (due no later than April 30th) shall also include a payment of \$5,000 for materials. Additional material costs will be paid for by the City only upon submission of receipts and invoices that exceed the initial \$5,000 expenditure. Receipts shall also be provided to substantiate the initial \$5,000 expenditure for materials, as soon as they are available.
- e. Invoices and receipts for all materials shall be submitted to the City for either direct payment to third party payee or reimbursement to Contractor. The City shall pay for only those materials purchased for use in Coe Memorial Park. There shall be no mark up by the Contractor on the cost of the materials or delivery charge nor shall there be any increase or mark up by Contractor for items purchased wholesale. As noted previously, all receipts shall be accompanied by a detailed list of plants purchased and planted at Coe Memorial Park, divided out by each garden bed.
- f. In case of unforeseen circumstances, such as, but not limited to vandalism, natural disasters or irrigation problems, not caused by the negligence of the Contractor, upon approval by the Superintendent of Parks and Recreation, or his designee, the Contractor shall be compensated for the additional labor costs to repair the damages to the Coe Memorial Park gardens at an hourly rate of \$_____ per hour. The City will also pay for additional replacement materials.

9. Incorporation of Other Documents

The Contractor understands that all of the terms and conditions of the “RFP #_____ Request for Proposals” attached hereto as Exhibit E, is incorporated and made part of this contract except where superseded by this Amended Contract.

10. Indemnification

The parties agree to indemnify, defend and save harmless, each other as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this Contract.

A current Certificate of Insurance shall be provided annually with limits no less than \$1,000,000.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

_____ of TBD.

Signed in the presence of:

CITY OF TORRINGTON

By: _____

Signed in the presence of:

COMPANY

By: _____

STATE OF CONNECTICUT }
 }
COUNTY OF LITCHFIELD } ss. Torrington

On this ____ day of TBD before me, _____, the undersigned officer, personally appeared _____, Mayor of the City of Torrington, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

_____, Notary Public

STATE OF CONNECTICUT }
 }
COUNTY OF LITCHFIELD } ss. Torrington

On this ____ day of TBD, before me the undersigned officer, personally appeared _____, who acknowledged himself to be the Principal of _____, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public

EXHIBIT C

City Of Torrington

Torrington Parks and Recreation
153 South Main Street
Torrington, CT 06790



Tel: (860) 489-2274
Fax: (860) 489-2588
www.torringtonct.org

Coe Memorial Park – Still River Gardens Seasonal Garden Walk-Through Comment Form

Meeting Date:		Name of Committee Member:	
Meeting Location:		Affiliation – Committee:	

	<i>To Be Completed By Review Committee Members</i>	<i>To Be Completed By Review Committee Members</i>	<i>To Be Completed By Still River Gardens</i>	<i>To Be Completed by Parks and Recreation Superintendent</i>
Garden	Comment:	Suggested Alternative – if applicable:	Action – Still River Gardens Response	Final Decision
Parking Lot Island	1.	1.	1.	1.
	2.	2.	2.	2.
	3.	3.	3.	3.
	4.	4.	4.	4.
	5.	5.	5.	5.
Carriage House	1.	1.	1.	1.
	2.	2.	2.	2.
	3.	3.	3.	3.
	4.	4.	4.	4.
	5.	5.	5.	5.
Tree Bed – Parking Lot	1.	1.	1.	1.
	2.	2.	2.	2.
	3.	3.	3.	3.

.....Explore the possibilities

	4. 5.	4. 5.	4. 5.	4. 5.
Sign	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Victorian Promenade	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Ivy Glen – Interior	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Ivy Glen - Urn Bed	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Ivy Glen – Urn	1. 2. 3.	1. 2. 3.	1. 2. 3.	1. 2. 3.

.....Explore the possibilities

	4. 5.	4. 5.	4. 5.	4. 5.
Ivy Glen - Tropical	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Crescents	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Crescent Pots	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Birch Glade	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
South Main Street	1. 2. 3.	1. 2. 3.	1. 2. 3.	1. 2. 3.

.....*Explore the possibilities*

	4. 5.	4. 5.	4. 5.	4. 5.
South Main Street – Shade area	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
South Main Sidewalks	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Rose	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
House Footprint – Outside	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
House Footprint – Black and White	1. 2. 3.	1. 2. 3.	1. 2. 3.	1. 2. 3.

.....Explore the possibilities

	4. 5.	4. 5.	4. 5.	4. 5.
Black & White	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Boulder	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
Monument	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.

.....*Explore the possibilities*

EXHIBIT D

Coe Memorial Park - Horticultural Services Performance Evaluation

Date Completed:		Completed By:	
Contractor Name:		Affiliation/Title of Person Completing Form:	

#	Evaluation Criteria	Evaluation Scoring: Rate the firm scores 5 through 1: 5 = Excellent; 4 = Good; 3 = Satisfactory; 2 = Less than Satisfactory; 1 = Unacceptable. N/A = Not Applicable. Comments are required for any score less than 3.
1.	Communication: Did the contractor communicate effectively and in accordance with the contract?	
Comments:		
2.	Reporting: Were the quality and timeliness of the submittals (reports and plans) acceptable and in accordance with the contract?	
Comments:		
3.	Maintenance: Did the contractor provide adequate maintenance of the gardens?	
Comments:		
4.	Cooperation: Did the contractor work well with the staff and committees?	
Comments:		
5.	Quality of Work: How would you rate the quality of the gardens in regards to aesthetics, creativity, and variety – Spring/Summer Seasons?	
Comments:		
6.	Quality of Work: How would you rate the quality of the gardens in regards to aesthetics, creativity, and variety – Fall Season?	
Comments:		
7.	Materials: Were the materials provided by the contractor of good quality and in accordance with the contract?	
Comments:		
8.	Problem Solving/Judgment: Did the contractor work actively to resolve problems and make decisions in a logical manner?	
Comments:		
9.	Compliance: Did the contractor comply with regulations in accordance with the contract?	
Comments:		
10.	Schedules: Did the contractor meet all schedules on time?	
Comments:		
Do you see any need for improvement on the previous factors – Yes/No? – Explain below;		
Is the contractor well suited for the type of work to be completed in accordance with the current contract – Yes/No? – Explain below;		
What would be your overall rating of the contractor – (5-1)?		
Signature:		