



**CITY OF TORRINGTON
REQUEST FOR PROPOSAL**

**RFP #TTP-032-091311 TREE TRIMMING AND REMOVAL SERVICE
FOR PARKS AND RECREATION DEPARTMENT**

Due Date of Proposal: September 13, 2011 **Time:** 11:00AM **Location:** City Hall, Room 206, Torrington

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

Performance Bond required if awarded bid: N/A

SUBMIT 2 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 19, 2011 Purchasing Agent _____
Pennie Zucco

Item
The City of Torrington Parks and Recreation Department is requesting proposals for the services for Tree Trimming and removal of trees at various parks throughout the City from September 30, 2011 through June 30, 2012.

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 06790 until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department. Proposals received later than the 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. Proposals must remain in effect for a minimum of 60 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. Businesses without Internet Access may contact the Purchasing Department at 860-489-2224 for the bid documents.

REPLIES: whether bid or no bid, packet must have the bid number and company name & address 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.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

FREIGHT: Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual locations(s) as designated by the Purchasing Agent. All prices are to be submitted on the sheets provided on this 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 or email to pennie_zucco@torringtonct.org. 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 an addendum. Bidders are responsible to check the city's 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.

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.

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.

TAXES: Omit all State and Federal taxes. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

OWNERSHIP OF DOCUMENTS: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this RFP shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY: All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

LANGUAGE DISPUTES: Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

RESPONSIBILITY: The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) and homeowners from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

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 to 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.

DEFAULT: It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

TRADE NAME REFERENCES: Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is reference in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

QUANTITY: The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

QUALITY: The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agents opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items not picked up within 30 days will be disposed of by the City of Torrington or its designated agent.

AWARD: It is the intent to award this bid in its entirety to one bidder; however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly

executed purchase order to the bidder or bidders to whom the bid has been awarded.

OPTION TO RENEW: This contract may be extended for three (3) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

BONDS:

Performance Bond: The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit.

Maintenance Bond: The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

Labor and Material Bonds: Per Section 49-41 of the Conn General Statutes, on Public Works projects where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

Consent for Release of Final Payment: AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

INSURANCE:

Certificate of Insurance: All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogated against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

Workman's Compensation Insurance: The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

Liability Insurance: The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

Vehicle Insurance: The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverages of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverages required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

Additional Security: The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

PERMITS: The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

PREVAILING WAGE: When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

SAFETY:

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 to 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 the OSHA 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 its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

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 G
Architect G
Contractor G
Surety G
Other G

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 Contractor) _____,

_____, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company' s bond.

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

Surety Company

Authorized Representative=s Signature

Notary Public

My commission expires _____

Title

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

REQUEST FOR PROPOSAL
RFP# TTP-032-091311
TREE TRIMMING AND REMOVAL SERVICE
FOR PARKS AND RECREATION DEPARTMENT

SCOPE OF WORK

The City of Torrington Parks and Recreation Department (herein referred to as "Department") is looking to retain a contractor for tree trimming and removal service at area parks throughout the city. This proposal does not currently include work at Coe Memorial Park, however such work may be added into a contract at a later date, at the discretion of the Parks and Recreation Department and all such work shall be covered under the proposed rates referenced in the proposal provided by the vendor which is awarded a contract. The Contractor will respond to specific requests for tree work from the Department and must receive authorization for additional work that may come to the Contractor's attention that was not requested by the City. Throughout the term of the contract, it may become necessary for the Contractor to assist the Department in providing emergency tree service.

The contract will begin in September 2011 and run through June 30, 2012, with an option for renewal.

Questions regarding this RFP to be submitted to the Purchasing Agent at pennie_zucco@torringtonct.org by September 6, 2011 at 3:00 PM. Questions will be answered through an addendum which will be posted on the city's website. Potential bidders should check the city's website before the bid opening.

The deadline for submission of proposal: 11:00 A.M. on September 13, 2011. Bids received after date and time will not be considered. Bids shall be firm for 60 days after the date of opening.

PAYMENT

Payment will be processed after receipt of an invoice.

SERVICE REQUESTS

For routine work (non-urgent), the contractor shall meet with a City representative to assess the scope of services for the required work and provide the City with a written estimate. There shall be no charge for job site inspections, assessments, and/or written estimates.

SPECIFICATIONS

PERFORMANCE STANDARDS

1. All activities performed under this contract with the City of Torrington shall conform to the most current standards for pruning, and tree support systems.
2. All activities performed under this contract with the City of Torrington shall conform to the most current standards for safe arboricultural operations.
3. All work shall be performed or supervised onsite by a Certified Arborist. The contractor shall ensure that an Arborist Certification is maintained during duration of the contract period.

PROTECTION OF OVERHEAD UTILITIES

1. Aerial line clearance shall be the responsibility of the Contractor to make special arrangements as needed with the utility companies to provide clearance around their aerial facilities.
2. The Contractor shall protect all utilities from damage and shall immediately contact the appropriate utility if damage should occur. Contractor shall be responsible for all claims for damage due to Contractor's operations.

TRIMMING and STUMP REMOVAL

1. Pruning to be performed under this contract with the Department includes the following: reducing hazards, maintaining or improving tree health and structure, improving aesthetics, removing diseased, dead, dying, decayed, interfering, or obstructing branches.
2. Limbs and branches larger than 3½ inches in diameter shall be lowered to the ground through the use of ropes or other mechanical devices.

3. Before starting any excavation for stump removal, the Contractor **shall contact Call Before You Dig at 1-800-922-4455** for field locations of buried utility lines.
4. After removal of a tree, the Contractor shall grind and remove all exposed portions of the stump and roots to a depth on not less than eight (8) inches below the existing ground level. The hole shall be filled with weed free topsoil to an elevation slightly above the surrounding area, graded and seeded.
5. Contractor will perform work within a time period specified by the Department.

CLEAN UP / WASTE REMOVAL

1. All wood waste and / or nonhazardous debris produced under this contract with the City of Torrington shall be removed from the job site by the Contractor the same day it is produced, unless specific alternate arrangements are made with the Department. The Contractor shall collect and remove all waste, twigs, sawdust and leaves that have been produced as a result of a tree service activity.
2. Stump Grinding will be performed by the Contractor as specified under TRIMMING and STUMP REMOVAL. The Contractor will also be responsible for the removal of all woodchips resulting from grinding.
3. Access on turf areas in City Parks should be completed with no disturbance to the turf or other site amenities. Should any damages occur while performing tree trimming and removal services, the Contractor will be responsible for restoring the area(s) to pre-existing conditions.
4. Inspection of work areas will be done by the City of Torrington Superintendent of Parks after work completion, within 24 hours. Contractor will be notified of any damages that the City of Torrington perceives to have been caused by Contractor.

NEED AND RESPONSE FOR EMERGENCY WORK

1. Throughout the term of the contract, it may become necessary for the Contractor to assist the Department in providing emergency tree service. The Contractor shall provide telephone numbers at which contact can be made on a twenty-four hour emergency basis.
2. The Contractor must be able to furnish as a minimum the following types of equipment:
 - a. Aerial Lift
 - b. Wood Chipper
 - c. Stump Grinder
 - d. Log Loader
 - e. Front End Loader
 - f. Semi trailer
 - g. Dump Truck

SERVICE HOURS

1. Monday – Friday 7:00 AM – 3:00 PM
2. Additional work hours may be approved if necessary and authorized ahead of time by Superintendent of Parks and Recreation. No additional rate increases will be authorized.

REFERENCES:

Bid proposals shall include at least three (3) references. Include contact names and phone numbers. References will be checked prior to award. Any negative responses may result in disqualification of the bid.

Provide Name(s) and certification number(s) of ISA Certified Arborist(s)/Tree Worker(s) that will perform or supervise all tree work with proposal.

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 PROPOSAL
 TREE TRIMMING AND REMOVAL SERVICE FOR PARKS AND RECREATION DEPARTMENT
 RFP #TTP-032-091311**

SCHEDULE OF RATES

- A. Routine Requests:** Services must be provided within three (3) business days.
- B. Urgent Requests:** Services must be provided within one (1) business day or less.

Service rates for **tree removal** based on normal and urgent requests will be charged according to the per inch rates as referenced below. DBH = Diameter Breast Height measured at 4.5' above ground level. Service rates for **tree pruning** will be charged according to per hour rates. Failure to meet response times shall be cause for termination of the contract. Service rates for **stump grinding** will be charged according to each stump. Failure to meet response times shall be cause for termination of the contract.

CODE	SCOPE OF WORK	UNIT	RATE
TR001:	Tree Removal - Routine Requests: Services must be provided within three (3) business days.	DBH 12" or Less	
TR002:	Tree Removal – Routine Requests: Services must be provided within three (3) business days.	DBH 13" – 36"	
TR003:	Tree Removal – Routine Requests: Services must be provided within three (3) business days.	DBH 37" and above	
TR004:	Tree Removal – Urgent Requests: Services must be provided within one (1) business day or less.	DBH 12" or Less	
TR005:	Tree Removal – Urgent Requests: Services must be provided within one (1) business day or less.	DBH 13" – 36"	
TR006:	Tree Removal – Urgent Requests: Services must be provided within one (1) business day or less.	DBH 37" and above	
TP001:	Tree Pruning: Routine Requests: Services must be provided within three (3) business days.	Hourly	
TP002:	Tree Pruning: Urgent Requests: Services must be provided within one (1) business day or less.	Hourly	
SG001:	Stump Grinding: Including site restoration.	Per stump	
TC001:	Tree Cable Installation: Unit cost per cable installed (all size classes)	Each	

Equipment Details:

Bucket Truck:
Stump Grinder:
Chipper:
Trucks:
Loader:
Other:

Crew Details – staff titles – Arborist, Tree Climber, Laborer, etc.:

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Arborist License - details:

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References:

Contact: Company: Phone:

Inquiries contact:

J. Brett Simmons, CPRP
Superintendent of Parks and Recreation
Department of Parks and Recreation
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Torrington, CT 06790
Phone (860) 489-2385