CITY OF TORRINGTON

PURCHASING DEPARTMENT
140 Main Street, Room 206
Torrington, CT 06790

July 15, 2021

Mayor Elinor Carbone
Members of the City Council

RE: RFP #TTR-031-063021 Tree Trimming and Removal Service for City Departments

The City of Torrington received three (3) responses relating to the tree trimming and removal services as described in RFP TTR-031-063021 Tree Trimming and Removal Service for City Departments.

Asplundh Tree Expert, LLC
Willow Grove, PA (East Windsor, CT)

Zaharek’s Landscaping, LLC
Torrington, CT

Sepples Tree Service, LLC
Goshen, CT

It is the recommendation of Public Works Superintendent Bill Mayers and Purchasing Agent Pennie Zucco that City Council authorize the Mayor to award this project to Asplundh Tree Expert, LLC, Willow Grove, PA (East Windsor, CT) and to have the Mayor act on the behalf of the City regarding the execution of the contract and its administration.

Thank you for your consideration on this matter.

[Signature]
Pennie Zucco
Purchasing Agent

cc: B. Mayers; R. Drew
It is my recommendation the City of Torrington hire Asplundh Tree for contract tree removal required by the City of Torrington.

Respectfully,

Public Works Superintendent

Bill Mayers
Appendix

Threshold Date:
6/5/2021

Location:
1950 Mendenhall East, Suite 200

Applicant:

Willow Grow, P.A.

No Bid, Will Re Niger in Fall 2021

VENDOR

Time of Opening:
11:00 AM

Date of Opening:
07/30/2021

Bid Number:
TR-031-043021

City of Torrington

Free Trimming and Removal Service
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Tree Bid Tabulation 2021.06.30
CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP #TTR-031-063021 TREE TRimming And REMOval SERVICE FOR CITY DEPARTMENTS

Due Date of Proposal: June 30, 2021 Time: 11:00AM Location: City Hall, Room 206, Torrington, CT

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

SUBMIT AN ORIGINAL AND TWO 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: June 15, 2021 Purchasing Agent: Pennie Zucco

<table>
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<td>The City of Torrington Parks and Recreation Department is requesting proposals for the services for Tree Trimming and removal of trees at various streets &amp; parks throughout the City from July 1, 2021 through June 30, 2022 per specifications</td>
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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.

Bid Submitted By: Daniel Duncan, Vice President
Name of Company: Asplundh Tree Expert, LLC Name: Daniel Duncan
Title: Vice President Signature: [Signature]
Address: 11 E. Pasco Drive, East Windsor, CT 06088

Phone: 860-292-8700 Fax: 860-366-0829 Date: 6/28/2021
E-mail address: DDuncan@Asplundh.com Web Page: www.Asplundh.com
Federal Tax Identification Number: (FEIN) 23-1277550
Comments: _______________________________
INSTRUCTION TO PROPOSERS

Sealed bids 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, Room 206. Bids received later than the date and time specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

BID DOCUMENTS: are available upon receipt of this invitation (if not attached) over the Internet at the City’s web site: www.torringtonct.org. Adobe Acrobat reader is required to view this document. If you do not have this software, you may download it for free from Adobe at http://www.adobe.com. Businesses without Internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

NONAPPROPRIATION: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Torrington for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of cancellation.

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, in the same amount may be submitted in lieu of the bid bond. Bids submitted without certified check or Bond 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 Bond 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. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening 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.

FREIGHT: Prices quoted shall be F.O.B. Torrington, CT. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) all equipment and/or materials to the individual location(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

QUESTIONS: Request for interpretation of any portion of the bid may be made to the Purchasing Agent: Voice 860/489-2225, Fax 860/489-2547 and email: pennie_zucco@torringtonct.org. All bidders questions pertaining to the contract specifications and plans under this contract shall be placed in writing and addressed to: City Purchasing Agent, 140 Main Street, Room 206, Torrington, CT 06790. 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 bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

EXPARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits ex parte 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. Ex parte 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 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. 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 BIDS/PROPOSALS: All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.
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.

CONTRACT: A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City’s ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreeit terms and conditions in the contract documents.

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

OWNERSHIP OF DOCUMENT: All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid 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 with 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 most advantageous 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, officers, or any employee known 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 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 from it, and (b) it 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 whose 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.) 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 debts 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, compoumds 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 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 material 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 substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced 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 than 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 agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

SAMPLES: forward 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 remaining after 30 days will be discarded.

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 60 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 the 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 project 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, 149 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 employees 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 Workers’ 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 in the 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 coverage of $1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage 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 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.

SUB-CONTRACTORS: 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.

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 69-176, September 10, 1065, (18 USC 4082)(o)(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 pursuant 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 may 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 Title 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 contractural 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 Ahara Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**EOE:** The successful bidder shall provide all additionally required, affirmative action statements, fair employment plans and nondiscrimination 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 of this bid.
SAMPLE FORM
Bid # TTR-031-063021

NON-COLLUSION AFFIDAVIT

STATE OF Pennsylvania COUNTY OF Montgomery

I, Daniel Duncan________________________, being first duly sworn, deposes and says that:

1. I am a Vice President _______ of ______ Asplundh Tree Expert, LLC ____________ , the Bidder that has submitted the attached Bid for “Tree Trimming and Removal Service”;

2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said 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 such Contract, 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 Contract; 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) Daniel Duncan
(Signed) ____________________________
(Title) Vice President

Subscribed and sworn to before this 28th day of June 20 21

Gail Weisser Notary Public Printed
Gail Weisser Notary Public Signature

My Commission Expires 3-10-25 (Notary Seal)

Commonwealth of Pennsylvania - Notary Seal
Gail Weisser, Notary Public
Montgomery County
My commission expires March 10, 2025
Commission number 1176455
Member, Pennsylvania Association of Notaries

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# TTR-031-063021
TREE TRIMMING AND REMOVAL SERVICE
FOR CITY DEPARTMENTS

The City of Torrington (herein referred to as "Department") is looking to retain a licensed & insured contractor(s) for tree trimming and removal service at streets & 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. This decision will be at the discretion of the Streets & Parks Department or the Recreation Department and all such work shall be covered under the proposed rates referenced in the proposal provided by the vendor(s) 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.

Submit sealed bids to the Office of the Purchasing Agent, City Hall, 140 Main Street, Room 206, Torrington, Connecticut 06790 by 11:00 A.M. on Wednesday, June 30, 2021. In the case where City Hall is closed for weather related or some other emergency related circumstance, then submittals shall be due the next day when City Hall reopens for business, no later than 11:00 AM on that day. Outside of Mailing Envelopes/Packages must be clearly marked “TTR-031-063021, TREE TRIMMING AND REMOVAL SERVICE FOR CITY DEPARTMENTS" and must bear the Name and address of the bidder. Once opened such bids are public record. Submit one (1) Original and two (2) exact copies. Vendors mailing bids should allow normal delivery time to ensure timely receipt of their proposal. The City of Torrington shall not be held responsible for lost or misdirected bids. The City will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All submitted proposals and materials become the property of the City and will not be returned. Proposals received after the closing date and time shall be returned unopened. Faxed or e-mailed bids will NOT be accepted.

Deadline for questions is June 23, 2021 by 12:00 noon. Submit all questions about the bid requirements to Purchasing Agent, Penne Zucco, pennie_zucco@torringtonct.org. All information by the City except by written addendum shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any proposer against the city. Vendor responsible to check City website for addendum/updates 48 hours prior to bid opening. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington shall be disregarded.

All prices and notations must be typed or printed in ink. No erasures will be permitted. Mistakes may be crossed out and any corrections initialed in ink by the person signing the proposal. Proposals must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

This Bid shall remain open and shall not be withdraw for a period of sixty (60) days from the date set for its opening. The 60-day period may be extended upon written mutual agreement.

All bids must include the firm's name and signature of an authorized officer or employee of the firm who can contractually bind your firm with regard to prices and related contractual obligations for the delivery period requested.

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.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S, WBE'S AND SBE'S ARE ENCOURAGED TO APPLY
GENERAL SPECIFICATIONS
RFP# TTR-031-063021
TREE TRIMMING AND REMOVAL SERVICE
FOR CITY DEPARTMENTS

BID OVERVIEW
The City of Torrington (herein referred to as "Department") is looking to retain a licensed & insured contractor(s) for tree trimming and removal service at streets & 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. This decision will be at the discretion of the Streets & Parks Department or the Recreation Department and all such work shall be covered under the proposed rates referenced in the proposal provided by the vendor(s) 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 acceptance of any price quote made pursuant to this RFP shall not be binding upon the City until a notification of award in writing and issue a purchase order from the City Purchasing Agent has been delivered to the successful bidder. The contract will begin upon issuance of a purchase order and run through June 30, 2021 with an option for annual renewal for a maximum of 5 years, which must be mutually agreeable to both parties.

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.

SCOPE OF WORK
- The work includes removal of trees in a safe professional manner.
- All tree material is to be removed and disposed of at the Contractor's expense.
- The Contractor shall be responsible for returning the property to its previous state.
- The work area must meet the requirements of OSHA and the Manual of Uniform Traffic Control Devices for signing and traffic safety. The Contractor shall control street closings and will notify all Emergency Response Departments, including Police, Fire, Ambulance and school bus companies.
- The contractor shall also be responsible for notifying all utilities of any damage to any overhead lines. Contractors are responsible for maintaining safe traffic conditions at all times and notifying "Call Before You Dig", emergency services, and school bus companies, when applicable.
- The Contractor must not allow unauthorized entry into the work zone.
- If the work zone extends into a street, the Contractor must provide proper signs according to the Code to keep vehicles away from hazards.
- Work on City property must be accomplished without permanent damage to the facilities.
- The Contractor shall be responsible for any damages and fix in a timely manner.
- The Contractor must work safely and obey all OSHA regulations including workers Personal Protective Equipment.

COST PROPOSAL
The unit price for tree Removal service is all-inclusive including labor, equipment, and materials needed to complete each project.

This Bid shall remain open and shall not be withdraw for a period of sixty (60) days from the date set for its opening. The 60-day period may be extended upon written mutual agreement.

AWARD OF CONTRACT
Award of this contract will be made for each of the following categories:

a. Tree Removal Services – this category includes all diameters at breast height (DBH);
b. Emergency - hourly rates for extra equipment/labor;
c. Arboricultural Services (trimming, pruning, shaping and hazard tree assessment) - hourly rate.

The City has the option to award all bid items to one contractor or to more than one contractor(s) if it determines it is to be in the best interest of the City.

SPECIFICATIONS
MEASUREMENT OF TREES
1. All tree work shall be based upon the measurement of the tree's trunk at breast height. All measurements shall be in accordance with US Forest Service measurement guide or other complete measurement guide acceptable to the City.
2. The tree size shall be measured by the City and if disputed by the Contractor, said Contractor shall be required to submit data and methodology supporting their claim to the City. While the City shall make a reasonable effort to consider any Contractor claim, the City's decision regarding measurements shall be final.

MINIMUM CREW REQUIREMENTS
Bucket truck with operator (minimum capacity 350 lb.) minimum height to bottom of bucket (minimum 55 ft.) one ground person, chain saws, ropes, slings, trailer mounted chipper (minimum 6" jaw), safety equipment (including traffic signs, cones, hard hats, safety glasses and ear protection) and all related equipment for tree removal. If additional equipment and/or manpower are requested by the contractor and approved in advance or determined to be required (by the Superintendent or designee), it will be paid for at the contract hourly rate bids.

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. A Certified Arborist shall perform or supervise all onsite work. The awarded contractor(s) shall maintain an Arborist Certification for the 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.

TREE TRIMMING, PRUNING AND SHAPING
1. Under this contract with the Department, pruning performed shall include the following: reducing hazards, maintaining or improving tree health and structure, improving aesthetics, removing diseased, dead, dying, decayed, interfering, or obstructing branches.
2. Trees shall be pruned by removing all dead, diseased, broken and crossing branches. All cuts will be made to conform to standard arboricultural practices.
3. Limbs and branches larger than 3½ inches in diameter shall be lowered to the ground using ropes or other mechanical devices.
4. Only trees on City property or within the City right-of-way shall be trimmed or removed unless otherwise directed. The Contractor(s) shall not perform any tree work of any kind without the specific direction of the Tree Warden in consultation with the Superintendent of Streets & Parks of the Superintendent of Parks & Recreation. The right-of-way shall be defined as the area between the curb and sidewalk or from the edge of the road to a stone wall. If no sidewalk or stone wall exists or if there is any doubt as to the limits of the City's right of way, the contractor shall request instruction from the City as to the right-of-way limits.
5. Tools used to prune suspected or diseased trees shall be disinfected before being used on other trees.
6. Hazard Tree Assessments will be performed by a licensed arborist and include visual inspections and risk assessments on trees identified by the City. A letter report will be submitted to the City for each tree assessed.
DAMAGES
Any damage caused by the contractor, including, but not limited to, broken sidewalk, curb, rutted lawn, broken water shut-offs, wire damage, building damage, street damage, etc., will be repaired or replaced in a timely manner, to the City's satisfaction, and all costs paid by the contractor.

SIGNING AND TRAFFIC SAFETY
Barricades, cones and signing for traffic control must be in accordance with OSHA, the "Manual of Uniform Traffic Control Devices" (MUTCD) and "Barricading for Construction". The contractor shall meet all requirements for work zone protection and when the contractor does not conform to such requirements, the City will stop the contractor from working until proper signing and barricading is in place. The contractor shall control street closings and will notify all Emergency Response Departments (including Police, Fire and Ambulance) and school bus companies, when applicable, of the same.

Employees shall be wearing the proper reflective t-shirt, vest, sweatshirt or raincoat per OSHA standards. Flaggers shall utilize stop/slow paddles to communicate with traffic. Radio's may be required if sightline does not allow flaggers to communicate non-verbally.

The contractor shall also be responsible for notifying all utilities of any damage to any overhead lines. Contractors are responsible for maintaining safe traffic conditions at all times and notifying "Call Before You Dig", emergency services, and school bus companies, when applicable.

CLEAN UP / WASTE REMOVAL
1. The Contractor shall remove all wood waste and/or non-hazardous debris produced from the job site the same day under this contract with the City of Torrington unless specific alternate arrangements were made with the Department. The Contractor shall collect and remove all waste, twigs, sawdust and leaves that were produced because of a tree service activity.
2. Access on turf areas in City Parks will 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.
3. The City of Torrington Superintendent of Streets & Parks will do inspection work within 24 hours after work completion. 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 (24) hour emergency basis.
2. During and after standard working hours, there may be emergency circumstances in which the City requires a tree crew. Contractors that bid this item MUST be able to respond within a maximum 1-hour timeframe from the initial call from Public Works. The contractor will be given a minimum two (2) hour call time. Due to the safety concerns, this Department reserves the right to award this to multiple bidders in order to satisfy the time restraints in responding to public emergencies and dangerous situations. Failure to respond to a call out for emergency work shall give the City just cause to terminate this contract.

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 Streets & Parks or the Superintendent of Parks & 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 further reserves the right to request additional information from any bidder at any time after opening of proposals.

OTHER
Services will take place providing that there are sufficient funds available to do so. If funding is not currently available for all locations, services will not be provided at such locations. If, and when funding should become available for such locations, an approved Purchase Order(s) will be issued under the terms/conditions stated in the bid document at that time. Purchase Orders will be issued only when funds are available and on a “per location” basis.

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 CITY DEPARTMENTS
RFP #TTR-031-063021

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 (TR001 through TR004). DBH = Diameter Breast Height measured at 4.5’ above ground level. Urgent Tree Removal will be charged according to hourly rates below (TR005). Service rates for Tree Pruning will be charged according to per hour rates for both Routine (TP001) and Urgent (TP002). Hazard Tree Assessments will be charged according to the hourly rate below (TA001). Failure to meet response times shall be cause for termination of the contract. Failure to meet response times shall be cause for termination of the contract.

<table>
<thead>
<tr>
<th>Category</th>
<th>CODE</th>
<th>SCOPE OF WORK</th>
<th>UNIT</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>TR001:</td>
<td>Tree Removal - Routine Requests: Services must be provided within three (3) business days.</td>
<td>DBH 12” or Less</td>
<td>150.00</td>
</tr>
<tr>
<td>A</td>
<td>TR002:</td>
<td>Tree Removal – Routine Requests: Services must be provided within three (3) business days.</td>
<td>DBH 13” – 24”</td>
<td>650.00</td>
</tr>
<tr>
<td>A</td>
<td>TR003:</td>
<td>Tree Removal – Routine Requests: Services must be provided within three (3) business days.</td>
<td>DBH 25” – 36”</td>
<td>1,850.00</td>
</tr>
<tr>
<td>A</td>
<td>TR004:</td>
<td>Tree Removal – Routine Requests: Services must be provided within three (3) business days.</td>
<td>DBH 37” and above</td>
<td>2,300.00</td>
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<tr>
<td>B</td>
<td>TR005:</td>
<td>Tree Removal – Urgent Requests: Services must be provided within one (1) business day or less.</td>
<td>Hourly</td>
<td>136.00 ST 187.00 OT 232.00 Sun &amp; Holidays</td>
</tr>
<tr>
<td>C</td>
<td>TP001:</td>
<td>Tree Pruning: Routine Requests: Services must be provided within three (3) business days.</td>
<td>Hourly</td>
<td>136.00 ST 187.00 OT 232.00 Sun &amp; Holidays</td>
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<tr>
<td>C</td>
<td>TP002:</td>
<td>Tree Pruning: Urgent Requests: Services must be provided within one (1) business day or less.</td>
<td>Hourly</td>
<td>136.00 ST 187.00 OT 232.00 Sun &amp; Holidays</td>
</tr>
<tr>
<td>C</td>
<td>TA001:</td>
<td>Hazard Tree Assessment: By a licensed arborist within 3 days.</td>
<td>Hourly</td>
<td>75.00</td>
</tr>
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</table>

Equipment Details:
Bucket Truck: 2015-2019 Altec LR60/70 on Ford or Freight Liner
Stump Grinder: 2007 - Reycy RG50
Chipper: 2015-2019 Vermeer BC1000
Trucks: 2015-2019 Ford Split Dump Truck
Loader: 2016-2020 Prentice Loader
Other:
Crew Details – staff titles – Arborist, Tree Climber, Laborer, etc.:

Crews will be added as needed.

Arborist License - details:

please see attached

References:

<table>
<thead>
<tr>
<th>Contact</th>
<th>Rick Romano</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>City of Middletown</td>
</tr>
<tr>
<td>Phone/email</td>
<td>860-398-0409</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact</th>
<th>Don Nolte</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Town of Cheshire</td>
</tr>
<tr>
<td>Phone/email</td>
<td>203-437-0379</td>
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</table>

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<thead>
<tr>
<th>Contact</th>
<th>Jeff Mirder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Town of Fairfield</td>
</tr>
<tr>
<td>Phone/email</td>
<td>203-767-2122</td>
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</table>

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<thead>
<tr>
<th>Contact</th>
<th>Bill Carone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>City of New Haven</td>
</tr>
<tr>
<td>Phone/email</td>
<td>203-627-4899</td>
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</table>

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<thead>
<tr>
<th>Contact</th>
<th>Steve Post</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company</td>
<td>Town of Groton</td>
</tr>
<tr>
<td>Phone/email</td>
<td>860-625-1004</td>
</tr>
</tbody>
</table>

Inquiries contact:

Bill Mayers
Superintendent of Streets & Parks
Department of Streets & Parks
107 Arthur Street
Torrington, CT 06790
Phone (860) 469-2352
CITY OF TORRINGTON REQUEST FOR PROPOSAL
TREE TRIMMING AND REMOVAL SERVICE
FOR CITY DEPARTMENTS
RFP #TTR-031-063021

Acceptance of Terms of this Agreement

Company (Legal Registration)
Asplundh Tree Expert, LLC

Contact Person:
Daniel Duncan

Address:
11 E. Pasco Drive
City/State/Zip:
East Windsor, CT 06088

Federal Tax Identification Number (FEIN) 23-1277550

Telephone: 860-292-8700             Fax: 860-386-0629

E-mail: DDuncan@Asplundh.com

Authorized Signature: [Signature]  Title: Vice President

Name Printed: Daniel Duncan            Date: 6/28/2021

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.
## ISA CERTIFIED

<table>
<thead>
<tr>
<th>Name</th>
<th>Certificate</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henry Kay</td>
<td>NE-6886A</td>
<td>12/31/21</td>
</tr>
<tr>
<td>John Terault Jr.</td>
<td>4840</td>
<td>12/31/22</td>
</tr>
</tbody>
</table>

## CT ARBORIST CERTIFIED

<table>
<thead>
<tr>
<th>Name</th>
<th>Certificate</th>
<th>Expiration Date</th>
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</thead>
<tbody>
<tr>
<td>Steve Bennett</td>
<td>S-2732</td>
<td>1/31/26</td>
</tr>
<tr>
<td>Pete Wicklund</td>
<td>S-4130</td>
<td>1/31/25</td>
</tr>
</tbody>
</table>
John D. Terault, Jr.

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®.

7 Nov 1998
Certification Date

NE-0270A
Certification Number

Cynthia Pulliam
Director of Certification Services
International Society of Arboriculture

31 Dec 2022
Expiration Date
This Certifies That the Person Listed Below Is Certified as a Supervisory Pesticide Applicator as Provided by the Connecticut General Statutes

Certification Number: S-2732  Expires: 1/31/2026

BENNETT, STEVEN W.
26 SPENCER HOLLOW ROAD
GRISWOLD, CT 06357

Cert. No: S-2732  Expires: 1/31/2026

3d: Arborist
6: Right of Way

Form No: 202101651  Issued: 2/18/2021
STATE OF CONNECTICUT ♦ DEPT. OF ENERGY & ENVIRONMENTAL PROTECTION

This Certifies That the Person Listed Below Is Certified as a Supervisory Pesticide Applicator as Provided by the Connecticut General Statutes

Certification Number: S-4130 Expires: 1/31/2025

WICKLUND, PETER
592 Ference Rd
Ashford, CT 06278

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
COMMERCIAL SUPERVISORY PESTICIDE APPLICATOR CERTIFICATE

WICKLUND, PETER
592 Ference Rd
Ashford CT 06278

Cert. No: S-4130 Expires: 1/31/2025
3d: Arborist

Form No: 202001304 Issued: 1/31/2020
EXCEPTIONS FOR TORRINGTON BID #TTR-031-063021

1. Instructions for Bidders – INDEMNIFICATION – Please insert “defend” after “indemnify” on line 4. We must defend where liable.
2. Instructions for Bidders - INDEMNIFICATION - Please Delete “To the fullest extent permitted by law” on Line 4. Also Please change “provided that any” to “to the proportionate extent” on Line 6 to be comparative.
3. Instructions for Bidders – Delete “including the loss of use resulting hereto from” on line 7-8.
4. Instructions for Bidders - INDEMNIFICATION- Insert “by Contractor” to the end of 1st sentence & after “so caused” on line 2.
5. Instructions for Bidders – CERTIFICATE – Delete 2nd sentence. We will insure as specified.
6. Instructions for Bidders – CERTIFICATE – Add “to the extent of the Contractor’s obligations under the Contract” after “Insured” on Line 8.
7. Instructions for Bidders – CERTIFICATE – Add 5th sentence “The additional insureds shall fully cooperate with the Contractor and its insurers on any claim.”
CITY OF TORRINGTON
Addendum #1

ADDENDUM 1 ISSUED REGARDING QUESTIONS/ANSWERS SUBMITTED FOR TREE TRIMMING AND REMOVAL SERVICE

RFP #TTR-031-083021 TREE TRIMMING AND REMOVAL SERVICE FOR CITY DEPARTMENTS

Bid opening: June 30, 2021 Time: 11:00 AM Location: City Hall, 140 Main Street, Room 208, Torrington

Submit signed addenda with bid.

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 contract as will best serve the public interest.

Dated in Torrington: June 24, 2021 Purchasing Agent ________________

Contact name Daniel Duncan Phone: 860-292-8700

Authorized Representative Daniel Duncan, Vice President

Authorized Signature ____________________

Company name Asplundh Tree Expert, LLC

Address 11 E. Pasco Drive

City, State, Zip East Windsor, CT 06088

Fax 860-386-0829 Email DDuncan@Asplundh.com

Federal Tax Identification Number: (FEIN) 23-1277550

Questions and Answers 6/24/2021

Q1) Please provide previous bid results-tabulations, including all unit prices.
A1) pricing is from extension of previous bid

Q2) Good afternoon, could you please confirm if a bid bond is required (?) for this RFP. The cover page states "N/A", but the Instructions state a 5% bid bond should accompany the bid. Thanks for your assistance
A2) not required

Q3) Who was awarded the last tree trimming and removal bid (2020)
A3) Asplundh Tree Expert LLC

Q4) What is the approximate amount that the City of Torrington paid for tree work last year (2020).
A4) approximately $29,000.00

Q5) SavATree is on the Connecticut state bid for tree work. Do you want companies who are on the state bid to use those prices when determining the rates?
A5) If there are guidelines within the awarded State contract to be followed, and indicate that pricing is from said State contract with the contract number.
## Tree Trimming and Removal Service for City Departments

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>Asplundh Tree Expert Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Willow Grove, PA</td>
</tr>
<tr>
<td>Non-collusion</td>
<td>yes</td>
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<tr>
<td>Addendum</td>
<td>yes</td>
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<tr>
<td>Tree Removal/DBH 12&quot; or less</td>
<td>$150.00</td>
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<tr>
<td>Tree Removal/DBH 13&quot; - 24&quot;</td>
<td>$650.00</td>
</tr>
<tr>
<td>Tree Removal/DBH 25&quot; - 36&quot;</td>
<td>$1,850.00</td>
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<tr>
<td>Tree Removal/DBH 37&quot; plus</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>Tree Removal Urgent Request</td>
<td>$136.00/ST hourly</td>
</tr>
<tr>
<td></td>
<td>$187.00/OT hourly</td>
</tr>
<tr>
<td></td>
<td>$232.00/Sun. - Holidays</td>
</tr>
<tr>
<td>Tree Pruning Routine Request</td>
<td>$136.00/ST hourly</td>
</tr>
<tr>
<td></td>
<td>$187.00/OT hourly</td>
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</tr>
<tr>
<td></td>
<td>$232.00/Sun. - Holidays</td>
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<tr>
<td>Hazard Tree Assessment</td>
<td>$75.00/hourly</td>
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<tr>
<td>Stump Grinding/site restoration</td>
<td>$125.00/hourly</td>
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