

CONTRACT AWARD  
SP-38 - Rev. 1/2/14  
Prev. Rev. 12/27/13

Peter Hunter  
Contract Specialist

860-713-5257  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford CT 06106-1659

CONTRACT AWARD NO.:

14PSX0016

Contract Effective Date:

27 January 2014

Bid Due Date:

27 January 2014

## CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Lawn Maintenance for Department of Motor Vehicles – 60 State Street, Wethersfield, CT

<b>FOR:</b> Department of Motor Vehicles	<b>TERM OF CONTRACT:</b> Effective Date through December 31, 2023 In accordance with C.G.S. 4a-82 as amended by Public Act 13-227 AGENCY REQUISITION NUMBER: 0000002140
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IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
--	\$310,000 est.	--	\$310,000 est.

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: Connecticut Community Providers Association (CCPA)

Address: 35 Cold Springs Road, Suite 522, Rocky Hill, CT 06067-3165

Tel. No.: (860) 257-7909

Fax No.: (860) 257-7777

Contract Value: \$ 310,000 est.

Contact Person: Kirk Springsted

Delivery: As Specified

Certification Type (SBE, MBE, WBE or None): None

Terms: Net 30 Days

Agrees to Supply Political SubDivisions: N/A

Remittance Address: Same as listed above

Company E-mail Address and/or Company Web Site [www.ccpa-inc.org](http://www.ccpa-inc.org)

This contract award replaces contract 06PSX0139 which fell off the system in error. All terms and conditions of Contract 06PSX0139 remain unchanged and in full force and effect.

The signature below by the DAS Contract Specialist evidence that DAS is bound by all of the terms and conditions of the Contract as of its Effective Date (as such term is defined in the Contract).

DEPARTMENT OF  
ADMINISTRATIVE SERVICES

By: \_\_\_\_\_

Name: Peter Hunter

Title: Contract Specialist

Signature Date:

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659

**Mark Carroza**  
Contract Specialist  
**(860)713-5047**  
Telephone Number

CONTRACT AWARD NO.:

06PSX0139

Contract Award Date:

1 May 2006

SUPPLEMENT DATE:

30 November 2009

## CONTRACT AWARD SUPPLEMENT #2

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: Lawn Maintenance and Landscaping for the Dept. of Motor Vehicles in Wethersfield.

**FOR: Department of Motor Vehicles**  
55 West Main Street  
Waterbury, CT 06106

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**  
May 1, 2006 through September 30, 2010.

**AGENCY REQUISITION NUMBER: 06109**

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$4,000.00 est. increase			\$4,000.00 est. increase

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

**INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.**

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

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**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Company Name: **Connecticut Community Providers' Association**

Company Address: **35 Cold Springs Rd., Suite 522 Rocky Hill, CT 06067**

Tel. No.: **(860) 257-7909**

Fax No.: **(860) 257-7777**

Contract Value: **\$4,000.00 est. increase**

Contact Person: **Kirk Springsted**

Delivery:

Company E-mail Address and/or Company Web Site: **[www.ccpa-inc.org](http://www.ccpa-inc.org)**

Certification Type (SBE, MBE, WBE or None): **None**

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **n/a**

**This supplement extends the contract period to September 30, 2010. All other terms remain unchanged.**

**APPROVED**

**MARK CARROZA**

Contract Specialist

(Original Signature on Document in Procurement Files)

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659

**Mark Carroza**  
Contract Specialist  
**(860) 713-5047**  
Telephone Number

CONTRACT AWARD NO.:

06PSX0139

Contract Award Date:

1 May 2006

SUPPLEMENT DATE:

3 December 2007

## CONTRACT AWARD SUPPLEMENT #1

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: Lawn Maintenance and Landscaping for the Dept. of Motor Vehicles in Wethersfield.

<b>FOR: Department of Motor Vehicles</b> 55 West Main Street Waterbury, CT 06106		<b>TERM OF CONTRACT / DELIVERY DATE REQUIRED:</b> May 1, 2006 through November 30, 2009.	
		<b>AGENCY REQUISITION NUMBER: 06109</b>	
<b>CHANGE TO IN STATE (NON-SB) CONTRACT VALUE</b>	<b>CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE</b>	<b>CHANGE TO OUT OF STATE CONTRACT VALUE</b>	<b>CHANGE TO TOTAL CONTRACT AWARD VALUE</b>
\$12,852.00			\$12,852.00

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **Connecticut Community Providers' Association**

Company Address: **35 Cold Springs Rd., Suite 522 Rocky Hill, CT 06067**

Tel. No.: **(860) 257-7909**

Fax No.: **(860) 257-7777**

Contract Value: **\$12,852.00 est.**

Contact Person: **Kirk Springsted**

Delivery:

Company E-mail Address and/or Company Web Site: **[www.ccpa-inc.org](http://www.ccpa-inc.org)**

Certification Type (SBE, MBE, WBE or None): **None**

Terms: **Net 45 Days**

**Agrees to Supply Political SubDivisions: n/a**

This supplement includes additional pruning, edging and landscaping services to the contract. Please see revised SP-16 Price Schedule. All other terms remain unchanged.

APPROVED \_\_\_\_\_

**MARK CARROZA**

Contract Specialist

Date Issued: 3 December 2007

(Original Signature on Document in Procurement Files)

# STATE OF CONNECTICUT

## PROCUREMENT DIVISION

### EXHIBIT B

<b>BID NO</b> <b>06PSX0139</b>
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**Mark Carroza**  
 Contract Specialist  
 (860) 713-5047  
 Telephone Number

<b>PRICE SCHEDULE</b> <b>for 06PSX0139</b> <b>SUPPLEMENT NO. 1</b>
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DELIVERY:
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Page <b>1</b> OF <b>2</b>
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TERMS:	CASH DISCOUNT: %                      Days
BIDDER NAME:	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY
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Contractor agrees to furnish all labor, materials, equipment and supplies to perform Lawn Maintenance Services per the attached specifications for Department of Motor Vehicles, 60 State Street, Wethersfield, CT 06109

1.	LAWN MOWING SERVICES X 28 WEEKS PER YEAR	<b>\$396.36</b> Per Cutting
2.	LITTER PICK UP SERVICES X 52 WEEKS PER YEAR	<b>\$108.00</b> Per Week
<b>SERVICES UPON REQUEST</b>		
3.	LEAF REMOVAL , PERFORMED BETWEEN 10/1 - 12/15 EACH YEAR	<b>\$2,430.00</b> Per Year
4.	SPRING CLEAN UP, DONE ANNUALLY	<b>\$ 4,779.00</b> Per Year
5.	ADDITIONAL PARKING LOT SWEEPING	<b>\$2,376.00</b> Per Sweeping
6.	LAWN EDGING (Driveway and Walks only)	<b>\$ 244.08</b> Each Time
7.	MULCH INSTALLATION - PER SPECS.	<b>\$ 48.60</b> Per Yard
8.	SHRUB AND BED MAINTENANCE	<b>\$ 39.96</b> Per Man-Hour
9.	ORNAMENTAL PLANTINGS	<b>\$ 1,399.68</b> Per Occurrence
10.	LAWN REPAIR	<b>\$ 0.38</b> Per Square Foot
11.	TREE MAINTENANCE	<b>\$ 2,187.00</b> Per Occurrence
12.	WEED CONTROL	<b>\$ 2,484.00</b> Per Occurrence
13.	FENCE MAINTENANCE	<b>\$ 61.56</b> Per Man-Hour
14.	PRUNING	<b>\$ 42.12</b> Per Man-Hour

PRICE SCHEDULE  
 SP-16 Rev. 05/07  
 Prev NEW. 03/07

# STATE OF CONNECTICUT

## PROCUREMENT DIVISION

### EXHIBIT B

<b>BID NO</b> <b>06PSX0139</b>
-----------------------------------

**Mark Carroza**  
 Contract Specialist  
 (860) 713-5047  
 Telephone Number

<b>PRICE SCHEDULE</b> <b>for 06PSX0139</b> <b>SUPPLEMENT NO. 1</b>
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DELIVERY:	
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Page    2        OF    2
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TERMS:	CASH DISCOUNT:
	%                      Days
BIDDER NAME:	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY
13.	FENCE MAINTENANCE	<b>\$61.56</b> Per Man-Hour
14.	PRUNING	<b>\$ 42.12</b> Per Man-Hour
15.	REMOVE PLANTS AND DEBRIS FROM BEDS; APPLY LANDSCAPERS' FABRIC; ADD 20 YARDS OF GREY STONES.	<b>\$3,888.00</b> Each Time
16.	PRUNE TREES AROUND MAIN BUILDING, INSPECTION BUILDING AND PARKING AREAS FOR VEHICLE AND PEDESTRIAN CLEARANCE PURPOSES. INCLUDES TREE BRANCH DISPOSAL.	<b>\$7,047.00</b> Each Time
17.	LAWN EDGING (Entire Property)	<b>\$1,458.00</b> Each Time
18.	BUSH REMOVAL TO INCLUDE 5-YARD TOPSOIL BACKFILL AND RE-SEEDING.	<b>\$459.00</b> Each Time
	<b>SERVICES TO BE PERFORMED BY:</b> <b>C. W. RESOURCES, INC.</b>	

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5<sup>th</sup> Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Celeste Cashman  
Contract Specialist

(860) 713-5067  
Telephone Number

CONTRACT AWARD NO.:

06PSX0139

Contract Award Date:

1 May 2006

## CONTRACT AWARD

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: Lawn Maintenance for Department of Motor Vehicles - 60 State Street, Wethersfield, CT

FOR: Department of Motor Vehicles (DMV)  
55 West Main Street  
Waterbury, CT 06702-2004  
Patrick Fitzgerald (203) 805-6292 for  
DMV, 60 State Street, Wethersfield, CT 06109

TERM OF CONTRACT / DELIVERY DATE REQUIRED:  
May 1, 2006 through November 30, 2009

AGENCY REQUISITION NUMBER: 350002

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$93,100.32 Est.			\$93,100.32 Est.

**NOTICE TO CONTRACTORS:** This notice of award is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

Company Name: Connecticut Community Providers Association (CCPA)

Address: 35 Cold Springs Road, Suite 522, Rocky Hill, CT 06067-3165

Tel. No.: (860) 257-7909

Fax No.: (860) 257-7777

Contract Value: \$ 93,100.32

Contact Person: Kirk Springsted

Delivery: As Specified

Certification Type (SBE, MBE, WBE or None): None Terms: Net 30 Days

Agrees to Supply Political SubDivisions: N/A

Remittance Address: Same as listed above

Company E-mail Address and/or Company Web Site [www.ccpa-inc.org](http://www.ccpa-inc.org)

This agreement confirms authorization effective from date of Award to perform services in accordance with the attached Special Contract Terms and Conditions and award schedule. The agency referenced above is hereby authorized to issue a Purchase Order to The Connecticut Community Providers Association, Inc., (CCPA), 35 Cold Springs Road, Suite 522, Rocky Hill, CT 06067-3165 utilizing PA#77-405, Sec. 17b-656 of the Connecticut General Statutes.

(Dollar amount per year does not exceed \$50K therefore wage rates are not required)

APPROVED \_\_\_\_\_

Celeste Cashman  
Contract Specialist

Date Issued: 1 May 2006

(Original Signature on Document in Procurement Files)

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 02/06  
(Prev. Rev. 12/05)  
**Celeste Cashman**  
Contract Specialist  
  
(860) 713-5067  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
HARTFORD, CT 06115-0414

BID NO.: <b>06PSX0139</b>
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**Standard Bid and Contract Terms and Conditions - Page 1 of 4**

**All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.**

**Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.**

**The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

**Submission of Bids**

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.
2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.
5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.
6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All bids will be opened and read publicly and upon award are subject to public inspection.

**Guaranty or Surety**

11. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

**Award**

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

**Contract**

17. Section 51 of Public Act No. 05-287 (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:  
(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 02/06  
(Prev. Rev. 12/05)  
**Celeste Cashman**  
Contract Specialist  
  
(860) 713-5067  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

BID NO.:  
**06PSX0139**

**Standard Bid and Contract Terms and Conditions - Page 2 of 4**

of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Pursuant to the requirements of Section 37(c) of Public Act No. 05-287, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

20. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

21. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

22. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

23. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

24. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

25. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

**Delivery**

26. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

27. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

28. Deliveries are subject to re-weighing on State sealed scales.

29. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 02/06  
(Prev. Rev. 12/05)  
**Celeste Cashman**  
Contract Specialist  
  
(860) 713-5067  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
HARTFORD, CT 06115-0414

BID NO.:  
**06PSX0139**

**Standard Bid and Contract Terms and Conditions - Page 3 of 4**

30. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

**Tangible Personal Property**

31. For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

(a) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(c) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;

(d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(e) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word "Affiliate" means any person, as defined in Conn. Gen. Stat. §12-1, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

32. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

**Saving Clause**

33. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

**Advertising**

34. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

**Rights**

35. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

36. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

37. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

**Executive Orders**

38. This Agreement is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: [http://www.das.state.ct.us/Purchase/Info/Executive\\_Orders%203-16-17-7B Complete Text.pdf](http://www.das.state.ct.us/Purchase/Info/Executive_Orders%203-16-17-7B%20Complete_Text.pdf)

**Records, Files, and Information**

39. The contract resulting from the ITB is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 02/06  
(Prev. Rev. 12/05)  
**Celeste Cashman**  
Contract Specialist  
  
(860) 713-5067  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

BID NO.: <b>06PSX0139</b>
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**Standard Bid and Contract Terms and Conditions - Page 4 of 4**

brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

40. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**Health Insurance Portability and Accountability Act (HIPAA)**

41. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime

PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

**SPECIAL CONTRACT TERMS AND CONDITIONS**  
**LAWN MAINTENANCE DEPARTMENT OF MOTOR VEHICLES, WETHERSFIELD, CT**  
**SP 10# 121793**

**SCOPE OF WORK:**

This contract award covers the requirements for the Department of Motor Vehicles for the Wethersfield DMV Branch, 60 State Street, Wethersfield, CT 06109., for lawn maintenance services. All work will include all labor, materials, equipment, supplies and services to maintain in a superior condition all lawn areas described in this proposal.

Contractor to provide complete year round maintenance of lawns, trees, shrub beds, parking lots, sidewalks and driveways at the subject facility along with site improvement work as noted. The activities requires shall include but not be limited to mowing, edging, leaf and branch removal, weed control in designated areas; pruning of trees, pruning weeding, edging and mulch replacement in shrub beds, litter removal for all areas; sand and silt removal from all lawn areas and paved surface areas, i.e., parking lots, driveways. weed removal and control from all concrete and paved area cracks and joints; clearing of vegetation from fences. Each of these activities is outlined in detail. Some items are required through the stated period at the number of cycles listed. Individual item cost will be submitted should the number of cycles be adjusted. Some items will be on demand, with the frequency per season determined by the Agency.

**SERVICE ITEMS BASED ON NUMBER ON CYCLES PER SEASON:**

**(1) LAWN MAINTENANCE:**

**GENERAL STATEMENT:**

Work under this section shall include mowing. Grass shall be maintained at a maximum height of 2  $\frac{1}{2}$ " with clippings cast evenly on the lawn surface. Mowing frequency shall be sufficient to keep the lawn neat, if raking and clipping removal are required it shall be at no additional cost to the state and clipping disposal shall be the responsibility of the contractor.

Schedule is based on twenty-eight (28) weekly cycles. Additional cycles may be required and shall be bid separately.

Mowing equipment can either be reel or rotary, but in either case, the blades shall be kept sharp to cut the grass cleanly.

**(2) LITTER PICK UP AND REMOVAL:**

The contractor shall police the entire grounds including shrub and mulch beds, planters, walks, driveways, roads, parking areas, and all outlying areas once every week throughout the year removing all litter, cigarette butts, broken branches and debris. The offsite disposal of litter and debris is the responsibility of the contractor. Also included is the emptying of all lawn area trash receptacles.

Schedule is based on fifty-two (52) weekly cycles. Additional cycles may be required and shall be bid separately. Agency may suspend weekly service during winter storm operations.

**SPECIAL CONTRACT TERMS AND CONDITIONS**  
**LAWN MAINTENANCE DEPARTMENT OF MOTOR VEHICLES, WETHERSFIELD, CT**  
**SP 10# 121793**

**(3) LEAF REMOVAL:**

Leaves shall be raked , gathered and removed from the entire site beginning October a, and continuing every two weeks until December 15<sup>th</sup>. The proper disposal of leaves is the responsibility of the contractor, following all Department of Environmental Protection (DEP) regulations.

Schedule is based on ten (10) cycles. Additional cycles may be required and shall be bid separately. Agency may suspend weekly service during the winter storm operations.

**(4) SPRING CLEANUP:**

Prior to April 30<sup>th</sup>, the Contractor shall remove all sand, debris, litter and other material that has been deposited on the property as a result of winter operations.

All such debris,, as stated above shall be removed if such material was deposited during snow operations. All affected shrubs or mulch beds will be raked out as needed and any grass areas will be raked as needed.

*If Spring clean up is not completed by the end of April, the Department of Motor Vehicles (DMV) will complete this work using other sources and deduct all costs, including procurement and supervision costs, from the April invoice.*

**(5) SWEEPING:**

The contractor shall sweep and remove sand and other sediment, including remains from vegetation, from all driveways, roads, steps, walks, and parking lots including under guide rails. The times for sweeping will be mid winter, spring and fall. The actual dates for sweeping will be set by the State 's representative. Additional sweepings of all concrete and paved areas will be bid individually, and provided on demand.

**SERVICE ITEMS REQUIRED ON DEMAND:**

**(6) EDGING:**

All lawn areas that abut pavement, curbing, shrub beds, sidewalks and walkways and steps shall be machine edged, including all clean up.

**(7) MULCH INSTALLATION:**

Bark mulch shall be replaced to maintain a mulch depth of 2" in all previously mulched areas including all areas adjacent to the fence separating the Department of Motor Vehicle (DMV) site from the Department of Administrative Services (DAS) property to the north, and all planting beds and planters. All mulch placements shall be with double ground bark mulch installed during the month of April. Fence area will be sprayed with a quick acting vegetation killer, including through the fence to control re-growth, followed by string trimmer removal of the remains of all dead vegetation after vegetation killer has worked before installation of mulch. Planting beds will be weeded before mulch installation. Two road entrance sign base areas will also be mulched.

**SPECIAL CONTRACT TERMS AND CONDITIONS**  
**LAWN MAINTENANCE DEPARTMENT OF MOTOR VEHICLES, WETHERSFIELD, CT**  
**SP 10# 121793**

**(8) SHRUB AND BED MAINTENANCE:**

The maintenance of shrub beds shall include , but not be limited to removing dead plants or portions of plants, leaves, paper, trash, cigarette butts, debris. This includes all planters.

**(9) ORNAMENTAL PLANTINGS:**

At the direction of the Facilities Management Representative, contractor is to provide and install thirty (30) perennial ornamentals, well established in one (1) gallon containers., types to include hardy mums, lilies, hostas, etc., in the planting beds surrounding the building. This service to be provided on demand , including restoration of any disturbed mulch beds, and may require the relocation of existing ornamentals.

**(10) REPAIR LAWN:**

Re-seed any bare lawn areas, or sinkholes, installing loam as necessary, with seed matching existing growth, covering with weed free straw and water as necessary to establish growth.

**(11) TREE MAINTENANCE:**

Provide tree service crew of three, with equipment including bucket truck with a minimum working height of 50' and a wood chipper sized for the limbs encountered. The work must be performed following State certified arborist regulations. Price will be for an eight (8) hour day, not including travel. Services provided will be at the direction of the Facilities Management Representative and will include safety pruning, trimming branches away from buildings of light fixtures.

**(12) WEED CONTROL:**

All cracks, joints and spaces between any concrete surfaces, pavement, basin tops, curbs and foundations along with all mulch areas are to be made weed free. Weed control is to be performed using spraying, hand weeding, and string trimming. This also includes removal of any unwanted weed trees that have grown in planting areas as required by the Facilities Management representative.

**(13) FENCE MAINTENANCE:**

The contractor shall remove any vegetation from all fence areas.

**(14) PRUNING:**

Prune all bushes, hedges, and ornamentals. Prune east property line growth. Prune all trees to allow six (6) feet of free walking area below limbs. Shape all evergreens, which includes all cleanup.

The Connecticut Community Providers Association ("CCPA") (Contractor) shall work with the Lawn Maintenance Contractor(s) directly to provide Lawn Maintenance Services. To participate in this program the subcontractor needs to maintain a working relationship with the CCPA and there must be a mutual agreement between CCPA and the subcontractor to provide job opportunities for CCPA clients at the vendor's job site.

The awarded Contractor is responsible for providing all services and equipment required to perform the services listed. All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated by the Contractor.

**SPECIAL CONTRACT TERMS AND CONDITIONS**  
**LAWN MAINTENANCE DEPARTMENT OF MOTOR VEHICLES, WETHERSFIELD, CT**  
**SP 10# 121793**

**TERM OF CONTRACT:**

The contract period shall be from May 1, 2006 through November 30, 2009. The State reserves the right to extend this contract for a period of up to the full original contract term or parts thereof.

**GENERAL INSTRUCTIONS:**

All work shall be performed in a professional workman-like manner, using quality equipment and materials, all of which must be maintained and operated with nothing but the highest standards. All services provided shall be provided as requested by agency.

**Contractor MUST have an IPM plan in place at start of contract and provide it to the agency.**

**NOTE: CONTRACTOR is required to provide the following licenses issued by the Department of Environmental Protection with their proposal:**

**Current Category 3 Ornamental and Turf Supervisory License**

**Current Pesticide Applicator's License**

**Current Arborist License**

**MANDATORY MEETING & SITE INSPECTION:**

Contractor (s) are required to attend a mandatory site inspection and meeting, to satisfy themselves as to the condition and the requirements of the location and the agency. The agency shall be responsible for clearly defining the services that they require at their specific locations.

Contractors are required to attend mandatory sites inspections: Please contact Mr. Patrick Fitzgerald at telephone number (203) 805-6292 for time and location.

**INSURANCE:**

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

- A) **Commercial General Liability**  
\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.
  
- B) **Automobile Liability**  
\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

**SPECIAL CONTRACT TERMS AND CONDITIONS**  
**LAWN MAINTENANCE DEPARTMENT OF MOTOR VEHICLES, WETHERSFIELD, CT**  
**SP 10# 121793**

C) Workers Compensation and Employers' Liability

Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee, and \$500,000 disease-policy limit.

D) Minimum Scope of Insurance

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against the State and the contractor's insurance shall be primary coverage.

The Contractor is required to carry adequate Property Damage and Public Liability Insurance, Worker's Compensation and Employer's Liability Insurance. The Contractor shall furnish a Certificate of Insurance to the State Agency after notification of contract award.

**DAMAGE TO STATE AND/OR PERSONAL PROPERTY:**

The Contractor shall be responsible for the repair or replacement costs of any damage to the State and/or personal property caused by the use, misuse, or negligence of the Contractor or his employees. The Contractor is responsible for reporting damage to property with seventy-two (72) hours of occurrence. **The damage must be reported in writing.**

**PRICES:**

Prices shall remain firm for the entire contract period.

**INVOICES:**

Payment will be made after services have been performed. All work shall be subject to inspection by the agency prior to processing payments. The contractor shall invoice the applicable state agency when goods and services are provided through this contract. The invoice must contain the State's Purchase Order number. Invoices received without reference to a valid State Purchase Order number will result in delay of payment. Invoices are to be submitted directly to the following address at the end of each month.

**Department of Motor Vehicles**  
**Attn: Mr. Patrick Fitzgerald**  
**55 West Main Street**  
**Waterbury , CT 06109**

**AGENCY'S RESPONSIBILITY:**

The agency shall be responsible for conducting the mandatory meeting and site inspection. They shall also be responsible for clearly defining the services that they require at their specific location.

**SPECIAL CONTRACT TERMS AND CONDITIONS**  
**LAWN MAINTENANCE DEPARTMENT OF MOTOR VEHICLES, WETHERSFIELD, CT**  
**SP 10# 121793**

**VENDOR-PERFORMANCE CLAUSE:**

Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the contractor shall be informed, by the using agency, of said deficiency and shall be given an opportunity to correct the offending condition. The time allowed to correct the condition shall be specified and will be reasonable depending on the nature of the non-performance.

If the complaint was resolved by the agency, the agency should fill out a Vendor Performance Report "For Information Only" purposes and forward to DAS/Procurement Services. The vendor performance report will be filed at DAS/Procurement Services and may be used in the future when evaluating the contractor's past performance with the state.

If the complaint cannot be resolved between the using agency and the contractor, the user agency will fill out a Vendor Performance Report and forward to DAS/Procurement Services. A copy of the Vendor Performance Report shall be forwarded to the contractor and the contractor shall respond back to DAS/Procurement Services by a designated date on how they will correct the problem. The contractor will be afforded ten (10) business days from the date of receipt of a negative report to correct the problem. DAS/Procurement Services may terminate services where the contractor performance remains unsatisfactory after receiving two (2) negative written reports and if need be, employ another Contractor to fulfill the requirements of the contract. Also, at any time, the state may decide to meet with the contractor to try and come to an agreement with or without terminating the contract. Depending on the nature and severity of the complaint, the contractor may be terminated after the first vendor performance report. The Contractor being terminated may be liable to the State Of Connecticut for all costs incurred as a result of the termination, including additional costs to employ a new contractor for the length of the contract.

Instructions to the agency on where to find the Vendor Performance Report:

Go to the DAS/Procurement Services website - [www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp)

Scroll down to "Customer Feedback"

Click "Vendor Performance"

Complete the form. Please make sure to click the appropriate box for Action Requested.

When completed, "Submit" the form.

**DISPUTES:**

In the event there is a disagreement between State and the Contractor regarding interpretation of contractual requirements, the Contractor is to provide with the work in question under protest until the disagreement is resolved by Procurement Services. Procurement Services' decision shall be binding on all parties.

**SPECIAL CONTRACT TERMS AND CONDITIONS**  
**LAWN MAINTENANCE DEPARTMENT OF MOTOR VEHICLES, WETHERSFIELD, CT**  
**SP 10# 121793**

**CORRESPONDENCE:**

All correspondence regarding this contract should be directed to the address below. In the event that the awarded contractor company's name and/or Federal Identification Number changes, and/or company moves and/or updates address and/or telephone number(s) and/or contact person, it is the contractor's responsibility to advise the Procurement Services of such changes in writing. The state will not be held responsible for payments or purchase orders which are delayed due to the additional routing that was caused by the lack of notification on the contractor's part. These updates shall be forwarded to:

DAS/Procurement Services, 165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford, CT 06106, Attn: Celeste Cashman, Contract Specialist

The may also be faxed to the following FAX number: (860) 622-29205 or emailed to [celeste.cashman@ct.gov](mailto:celeste.cashman@ct.gov).

**ANNUAL GIFT AFFIDAVIT:**

Contractor will be required to submit an annual contract affidavit to update the Gift / Campaign Affidavit that accompanies State Contracts pursuant to Sections 2, 3 & 4 of Public Act #04-245.

In the event that the contract is extended for any additional one-year increments, an annual contract affidavit will still be required for each additional year..

**SECURITY:**

The contractor is responsible for training their employees in the security requirements of the agency, and will be responsible for enforcing the security rules as they apply to their employees.

**STANDARD WAGE:**

Contractors must comply with all provisions of Substitute Senate Bill No. 1056, Public Act No. 99-142, AN Act Setting Standard Wage Rates for Certain Service Workers. Information regarding this Public Act and when it applies can be obtained from DOL's web site: <http://www.ctdol.state.ct.us/wgwkstnd/laws-regs/99-142guide.htm>. Questions concerning the provisions and implementation of this act should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114, (860) 263-6790 or his designated representative.

**Celeste Cashman**  
Contract Specialist  
**(860)713-5067**  
Telephone Number

**STATE OF CONNECTICUT**  
**PROCUREMENT SERVICES**  
**CONTRACT AWARD SCHEDULE 06PSX0139**

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	TOTAL PRICE
Contractor agrees to furnish all labor, materials, equipment and supplies to perform Lawn Maintenance Services per the attached specifications for Department of Motor Vehicles, 60 State Street, Wethersfield, CT 06109		
1.	LAWN MOWING SERVICES X 28 WEEKS PER YEAR	<u>\$ 396.36</u> Cost Per Cutting
2.	LITTER PICK UP SERVICES X 52 WEEKS PER YEAR	<u>\$ 108.00</u> Cost per Week
<b>SERVICES UPON REQUEST</b>		
3.	LEAF REMOVAL , PERFORMED BETWEEN 10/1 - 12/15 EACH YEAR	<u>\$ 2,430.00</u> total price Each Year
4.	SPRING CLEAN UP, DOEN ANNUALLY	<u>\$ 4,779.00</u> Fee For Spring Clean-Up
5.	ADDITIONAL PARKING LOT SWEEPING	<u>\$2,376.00</u> Fee for Sweeping
6.	LAWN EDGING	<u>\$ 244.08</u> Cost for edging services
7.	MULCH INSTALLATION - PER SPECS.	<u>\$ 48.60</u> Cost per Yard
8.	SHRUB AND BED MAINTENANCE	<u>\$ 39.96</u> Cost Per Man Hours
9.	ORNAMENTAL PLANTINGS	<u>\$ 1,399.68</u> Per Occurrence
10.	LAWN REPAIR	<u>\$ 0.38</u> Per Square Foot
11.	TREE MAINTENANCE	<u>\$ 2,187.00</u> Per Occurrence
12.	WEED CONTROL	<u>\$ 2,484.00</u> Per Occurrence
13.	FENCE MAINTENANCE	<u>\$ 61.56</u> Per Man Hour
14.	PRUNING	<u>\$ 42.12</u> Per Man Hour
<b>SERVICES TO BE PERFORMED BY:</b> <b>C. W. RESOURCES, INC.</b>		