

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, 5th Floor South, Hartford CT 06106-1659

CONTRACT AWARD NO.:

14PSX0032

Contract Effective Date:

26 February 2014

Bid Due Date:

26 February 2014

CONTRACT AWARD

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

DESCRIPTION:

Landscaping Services for the following DPW sites: 24-38 Wolcott Hill Rd, Wethersfield, CT and 200 Follybrook Blvd, Wethersfield, CT for Property Manager: Servus Corp

FOR: Department of Construction Services (DCS)		TERM OF CONTRACT: February 26, 2014 through December 31, 2025	
		AGENCY REQUISITION NUMBER: 0000002210	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE

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:

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

This contract award replaces contract 05PSX0129 which fell off the system in error. All terms and conditions of Contract 05PSX0129 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: 2/26/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

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

CONTRACT AWARD NO.:

05PSX0129

Contract Award Date:

1 June 2005

Bid Due Date:

12 May 2005

SUPPLEMENT DATE:

22 March 2010

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: Landscaping Services for the following DPW sites: 24-38 Wolcott Hill Rd, Wethersfield, CT and 200 Follybrook Blvd, Wethersfield, CT for Property Manager: Servus Corp

FOR: Dept. of Public Works
165 Capitol Avenue
Hartford, CT 06115

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
June 1, 2005 through September 30, 2010

AGENCY REQUISITION NUMBER: 22222

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
\$7,000.00 est. increase			\$7,000.00 est. increase

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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)

Company Name: **Connecticut Community Providers Association, Inc. (CCPA)**

Address: **35 Cold Spring Road, Suite 522**

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

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

Contract Value: **\$7,000.00 est. increase**

Contact Person: **Kirk A. Springsted**

Delivery: **seasonally**

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

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **N/A**

Company E-mail Address and/or Company Web Site **kspringsted@ccpa-inc.org**

This supplement extends the contract to September 30, 2010 and reduces the required services to only those stated on the revised SP-39 Price Schedule attached to the supplement. All other terms remain unchanged.

APPROVED _____

MARK CARROZA

Contract Specialist

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD
SCHEDULE

SUPPLEMENT #1

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	2010
	<p>Contractor agrees to provide Landscaping Services for DPW Servus Management at the following location:</p> <p align="center">24-38 Wolcott Hill Rd, Wethersfield, CT</p> <p>A. Spring Clean-Up (incl. Edging) per year:</p> <p>B. Lawn Mowing Service (incl. costs here for weeding & garbage/debris removal) per cut:</p> <p>C. Lawn Mowing Weekends & Holidays (if necessary) per cut:</p> <p>D. Fall Clean-Up per year:</p> <p>E. Fertilization and Grub Control yearly service:</p> <p>F. Tree, Shrub & Pruning yearly service:</p> <p>G. Miscellaneous Materials – Including Costs for Delivery & Labor (agent to choose) per yard:</p> <p>H. Repair of Damaged Areas (incl soil mix & grass seed) per yard:</p> <p>I. Sweeping – for removal of sand accumulation for parking lot. Prior arrangements must be made per season:</p>	<p></p> <p align="right">\$1,114.56</p> <p align="right">\$354.24</p> <p align="center">SERVICE ELIMINATED</p> <p align="right">\$1,621.08</p>

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD
SCHEDULE

SUPPLEMENT #1

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	2010
	Contractor agrees to provide Landscaping Services for DPW Servus Management at the following location: 200 Follybrook Blvd., Wethersfield, CT	
	A. Spring Clean-Up (incl. Edging):	\$1,140.48
	B. Lawn Mowing Service (incl. costs here for weeding & garbage/debris removal) per cut:	\$345.60
	C. Lawn Mowing Weekends & Holidays (if necessary) per cut:	SERVICE ELIMINATED
	D. Fall Clean-Up per year:	SERVICE ELIMINATED
	E. Fertilization and Grub Control per year:	SERVICE ELIMINATED
	F. Tree, Shrub & Pruning per year:	SERVICE ELIMINATED
	G. Miscellaneous Materials – Including Costs for Delivery & Labor (agent to choose) per yard:	SERVICE ELIMINATED
	H. Repair of Damaged Areas (incl soil mix & grass seed) per yard:	SERVICE ELIMINATED
	I. Sweeping – for removal of sand accumulation for parking lot. Prior arrangements must be made per season.	\$1,425.60

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Ann Simeone
Contract Specialist

(860) 713-5051
Telephone Number

CONTRACT AWARD NO.:

05PSX0129

Contract Award Date:

2 June 2005

Bid Due Date:

12 May 2005

CONTRACT AWARD

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

DESCRIPTION:

Landscaping Services for the following DPW sites: 24-38 Wolcott Hill Rd, Wethersfield, CT and 200 Follybrook Blvd, Wethersfield, CT for Property Manager: Servus Corp

FOR: Dept. of Public Works 165 Capitol Avenue Hartford, CT 06115		TERM OF CONTRACT / DELIVERY DATE REQUIRED: June 2, 2005 through November 30, 2009	
		AGENCY REQUISITION NUMBER: 22222	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$180,000.00	-	-	\$180,000.00

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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, Inc. (CCPA)**

Address: **35 Cold Spring Road, Suite 522**

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

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

Contract Value: **\$180,000.00**

Contact Person: **Kirk A. Springsted**

Delivery: **seasonally**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **N/A**

Company E-mail Address and/or Company Web Site **kspringsted@ccpa-inc.org**

APPROVED _____

ANN SIMEONE

Contract Specialist

(Original Signature on Document in Procurement Files)

Date Issued: **1 June 2005**

STATE OF CONNECTICUT
PROCUREMENT SERVICES
CONTRACT AWARD
SCHEDULE

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	2005	2006	2007	2008	2009
	Contractor agrees to provide Landscaping Services for DPW Servus Management at the following 24-38 Wolcott Hill Rd, Wethersfield, CT					
	A. Spring Clean-Up (incl. Edging) per year:	\$1049.76	\$1071.36	\$1071.36	\$1091.88	\$1114.56
	B. Lawn Mowing Service (incl. costs here for weeding & garbage/debris removal) per cut:	\$334.80	\$341.28	\$341.28	\$347.76	\$354.24
	C. Lawn Mowing Weekends & Holidays (if necessary) per cut:	\$334.80	\$341.28	\$341.28	\$347.76	\$354.24
	D. Fall Clean-Up per year:	\$856.44	\$873.72	\$873.72	\$891.00	\$908.28
	E. Fertilization and Grub Control yearly service:	\$1166.40	\$1189.08	\$1189.08	\$1212.84	\$1236.60
	F. Tree, Shrub & Pruning yearly service:	\$583.20	\$594.00	\$594.00	\$605.88	\$618.84
	G. Miscellaneous Materials – Including Costs for Delivery & Labor (agent to choose) per yard:					
	Pine Bark Mulch	\$36.05	\$36.38	\$36.75	\$37.13	\$37.50
	Natural Cedar	\$40.91	\$41.31	\$41.72	\$42.12	\$42.56
	Red Cedar	\$43.34	\$43.74	\$44.18	\$44.62	\$45.09
	Red Chips	\$40.10	\$40.47	\$40.87	\$41.28	\$41.72
	Wood Chips	\$38.48	\$38.85	\$39.22	\$39.62	\$40.03
	H. Repair of Damaged Areas (incl soil mix & grass seed) per yard:	\$24.30	\$24.57	\$24.80	\$25.06	\$25.30
	I. Sweeping – for removal of sand accumulation for parking lot. Prior arrangements must be made per season:	\$1528.20	\$1558.44	\$1558.44	\$1589.76	\$1621.08
	Equipment Make:					
	Model:					
	Year:					

STATE OF CONNECTICUT

PROCUREMENT SERVICES

CONTRACT AWARD

SCHEDULE

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	2005	2006	2007	2008	2009
	Contractor agrees to provide Landscaping Services for DPW Servus Management at the following 200 Follybrook Blvd., Wethersfield, CT					
	A. Spring Clean-Up (incl. Edging):	\$1074.60	\$1096.20	\$1096.20	\$1117.80	\$1140.48
	B. Lawn Mowing Service (incl. costs here for weeding & garbage/debris removal) per cut:	\$326.16	\$332.64	\$332.64	\$339.12	\$345.60
	C. Lawn Mowing Weekends & Holidays (if necessary) per cut:	\$326.16	\$332.64	\$332.64	\$339.12	\$345.60
	D. Fall Clean-Up per year:	\$868.32	\$885.60	\$885.60	\$902.88	\$921.24
	E. Fertilization and Grub Control per year:	\$1007.64	\$1027.08	\$1027.08	\$1047.60	\$1069.20
	F. Tree, Shrub & Pruning per year:	\$518.40	\$528.12	\$528.12	\$538.92	\$549.72
	G. Miscellaneous Materials – Including Costs for Delivery & Labor (agent to choose) per yard:					
	Pine Bark Mulch	\$55.22	\$55.76	\$56.30	\$56.87	\$57.44
	Natural Cedar	\$60.89	\$61.49	\$62.10	\$62.71	\$63.35
	Red Cedar	\$63.72	\$64.34	\$64.97	\$65.64	\$66.29
	Red Chips	\$59.94	\$60.51	\$61.12	\$61.73	\$62.37
	Wood Chips	\$58.05	\$58.62	\$59.20	\$59.81	\$60.38
	H. Repair of Damaged Areas (incl soil mix & grass seed) per yard:	\$24.30	\$24.57	\$24.81	\$25.06	\$25.30
	I. Sweeping – for removal of sand accumulation for parking lot. Prior arrangements must be made per season.	\$1317.60	\$1343.52	\$1370.52	\$1397.52	\$1425.60
	Equipment Make:					
	Model:					
	Year:					

LANDSCAPING SPECIFICATIONS

DPW – SERVUS MANAGEMENT

SCOPE OF WORK:

This bid covers Landscaping Services for Servus Management, agent for the State Department of Public Works. This bid encompasses the following sites:

24-38 Wolcott Hill Road, Wethersfield, CT
200 Follybrook Boulevard, Wethersfield, CT

All lawn areas shall be maintained with a first-class, crisp, clean appearance, as specified in these General Landscaping Terms and Conditions. CCPA (hereafter referenced as 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.

The Contractor shall not store any equipment, materials or supplies on property without prior written approval through the Property Agent for Servus Management, Peggy McKenzie or her designee.

The Contractor shall repair/or replace any and all damage before November 30th after each landscaping season.

CONTRACT TERM:

The term of this contract shall be from date of award through November 30, 2009. The State reserves the right to extend this contract up to the full original term or parts thereof.

Contractors awarded to this solicitation will be required to annually submit an update Gift/Campaign Contribution Affidavit.

LAWS:

The Contractor shall comply with all applicable laws of the Federal Government and/or the State of Connecticut.

TAXES:

Purchases made by the State of Connecticut are exempt from the payment of Federal Excise, Transportation and the Connecticut Sales and Use Tax. Such taxes must not be included in your bid price. Tax exemption certificates can be furnished to the awarded vendor.

SITE INSPECTION:

A **mandatory site inspection/pre-bid** meeting must be held on or by Thursday, May 5, 2005 at 9:00 a.m. at 24 Wolcott Hill Road and then onto 200 Follybrook Boulevard, all in Wethersfield, CT. A sign-in sheet will be located at each location and CCPA **must sign**

in in order for getting credit for each site inspection. Contact Peggy McKenzie (860) 278-2040 with any questions regarding site inspections.

SUPPLIER DIVERSITY:

Under Connecticut General Statute § 4a-60g, Connecticut has an established and on-going commitment to providing equal opportunity to **Connecticut small (SBE) and minority owned business enterprises (MBE)** to contract as a contractor for the Connecticut's purchased goods and services.

If a bid is designated as a set-aside bid, only Connecticut small and minority owned business enterprises that are certified with Connecticut's Supplier Diversity Program are allowed to submit a bid. Companies that are not certified with Connecticut's Supplier Diversity Program are not allowed to bid.

All SBEs and MBEs must be certified by the Connecticut's Supplier Diversity Program and hold a current certificate from the Connecticut's DAS/Supplier Diversity Office. For further information about the State's requirements to qualify as a SBE and/or MBE, please contact the Supplier Diversity Director: Meg Yetishefsky at (860) 713-5228.

SBEs and MBEs are defined as follows:

Small Business Enterprise (SBE)

A company that has been under the same ownership and management and has maintained its principle place of business in the Connecticut for a period of at least one year immediately following the date of application to the Connecticut's Small Business Program with gross revenues of less than \$10,000,000 in the most recent fiscal year and with 51% ownership held by person(s) who exercises the operational authority over the daily affairs of the business and has the power to direct the policies and management and receives the beneficial interests of the business.

Minority Owned Business (MBE)

A minority owned Business must meet the definition of a small business and:

- Must be owned and operated by a person(s) who is a member of a minority group; and
- Who has at least 51% ownership of the company; and
- Exercises the operational authority over the daily affairs of the business and has the power to direct the policies and management and receives the beneficial interests of the business.

Minority is defined in Connecticut General Statute § 32-9n as:

- Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin;

- Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture of origin;
- All persons having origins in the Iberian Peninsula, including Portugal, regardless of race;
- Asian Americans;
- American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliation through membership and participation or community identification;
- A woman;
- An individual with a disability.

PROPOSER SUBMITTAL OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPP) - VOLUNTARY

Proposers are encouraged to submit pricing on products that are considered environmentally preferable. The Department of Administrative Services (DAS) has established procedures that promote the procurement and use of environmentally preferable products and services by state agencies. The term “environmentally preferable” means, with regard to products, services or practices, that such products, services or practices have a lesser or reduced negative effect on human health and the environment when compared to competing products, services or practices that serve the same function.

Environmentally preferable attributes include:

- Fuel efficient;
- Energy efficient;
- Made of recycled content;
- Made of post-consumer content;
- Made of biodegradable materials;
- Remanufactured and rebuilt;
- Recyclable; and/or
- Less- or non-toxic.

DAS reserves the right to deny designation of any product as Environmentally Preferable based on factors including but not limited to the availability of recycling programs, and documentation of attributes.

Proposers seeking consideration for EPP products and services must provide a written description of the product that shall include at a minimum, the amount of the product that is recycled material, whether that material is post consumer, or a description of the environmental preferable qualities. All catalog products with EPP attributes must be designated by the use of a recycled logo or some other such form of identification, and include information on the environmental attribute(s) whenever available.

The awarded proposer must supply DAS with information on purchases of environmentally preferable products and services made by state agencies and political subdivisions, and work with DAS to establish an agreeable format for tracking of purchases.

**ENVIRONMENTALLY PREFERABLE PROPOSAL SUBMITTAL
ENCOURAGED:**

The State of Connecticut is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products and services. To promote these values, all Vendors are encouraged to submit proposals following these guidelines:

- All copies should be printed double sided **except** Proposal Schedule (SP-16).
- All proposals/bids and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper. All proposals/bids should note the level or type of paper used to satisfy this request.
- Unless necessary, all proposals/bids should minimize or eliminate the use of non-recyclable or non re-usable materials. Three-ring binders are acceptable if the size of the proposal/bid warrants such use. **Vendors are encouraged to use paper dividers or similar method to effectively organize the proposal/bid for review.**
- Proposals/bids should be submitted in a format that allows for the easy removal and recycling of recyclable materials.
- In addition to the use of recycled content paper, Vendors are encouraged to use other products that contain recycled content in their proposals.

INSURANCE CLAUSE

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.

- 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 Accord 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.

DAMAGE TO STATE AND/OR PERSONAL PROPERTY:

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

AGENCY'S RESPONSIBILITY:

The Property Agent shall be responsible for any vendor questions and/or conducting pre-bid site inspections. They shall also be responsible for clearly defining the services that they require at their specific location.

The agent is responsible for prompt notification through DAS/Procurement Services of contractors attending the site inspection and pre-bid meeting and may do so by FAXing a copy of the sign in sheet to Ann Simeone at (860) 622-2921.

GENERAL INSTRUCTIONS/CONDITIONS:

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. The contractor will coordinate all work with the sites' Property Agent, Peggy McKenzie (860) 278-2040. Should the occasion arise where the services provided create an inconvenience or distraction to the Agency, certain services may have to be halted or provided outside the normal work day or on weekends. Such occasion will be solely at the discretion of the Property Agent (or her designee). Contractor shall be solely responsible for the hiring, training and supervision of its employees. Contractor shall employ competent supervisory personnel who will inspect the property weekly and be available to respond to tenant complaints, report all items needing improvement or maintenance to the Property Agent and generally supervise the landscape maintenance services of the premises. Contractor shall at all times maintain good order among its

employees and shall ensure compliance with building rules and regulations, copies of which will be provided by the agent from time to time. A copy of such notices will also be forwarded to DAS/Procurement Services to the attention of Ann Simeone FAX (860) 622-2921. Notices/and or requests or other communication hereunder shall be in writing and shall be delivered personally or shall be deemed delivered forty-eight (48) hours after deposit with the US Postal Service, postage pre-paid, first class mail.

- **SPRING CLEAN-UP:**

- Spring clean up shall be completed by a mutually agreed upon date. The Contractor is required to remove all winter debris, leaves, and sand from sidewalks and parking lot edges. All leaves, sticks and debris (including trash) are to be raked/bagged and removed from the site at the Contractor's expense. Topsoil is to be applied where necessary to establish grass or fill depressions. The Contractor is required to remove all dead and broken branches from trees and bushes as required.
- All winter sand is to be removed from all grass and planting areas, paved areas and sidewalks. Movement of agency vehicles is to be coordinated through the Property Agent. This component will be referenced separately under SAND REMOVAL the proposal schedule.

- **MULCHING:**

- The contractor shall machine edge all landscape beds that border lawn areas and shall install a two-inch (2") application of fresh mulch surrounding all trees, planting and landscape beds, including the parking lot island. Cost for edging shall be incorporated into the fee for Spring Clean-UP. Contractors are required to submit a per yard cost for materials provided.

- **MOWING AND LAWCARE:**

- During the heavy growing season (April, 1st through November, 30th), the Contractor shall "police" grounds, and shall remove all refuse prior to performing services. It is not acceptable to mow garbage anywhere onsite. Any and all garbage or debris accidentally mowed will be removed from the site by the Contractor. Lawn areas shall be cut once per week, or more often if required, and a height maintenance of 2.5 to 3.0 inches throughout the growing season. This schedule may be altered by the Property Agent to avoid lawn burn during dry periods. Grass leaves, etc., shall not be blown, dumped or in any way placed in: planting beds, landscaped areas, sidewalks, driveways, roads, wooded areas, or left on asphalt areas. The Contractor will provide sweeping or blowing of cut grass from these areas after mowing. It is not acceptable to leave grass clumps on site (reference IPM)
- Where needed, additional lawn seeding is to be applied to ensure a continuous lawn which is free of gaps.

- **WEEDING OF LANDSCAPED AREAS:**

- All planting beds, tree beds, pavement and landscaped areas, parking lot islands and cracks in pavement and sidewalks shall be weed-free at all times.

- **PLANTINGS, TRIMMING AND EDGING:**
- Flower beds to have seasonal flowers planted (spring and late summer) to maintain attractive presentation throughout the growing seasons. Locations and types of annual flowers to be approved by the Property Agent prior to purchase & planting.
- All planting beds, curbs, light poles, hydrants, dumpster areas, building foundations, fences, signs, sidewalks and trees are to have the abutting grass areas trimmed the same day that mowing occurs.
- All walkways will have the edging maintained with as straight and neat an edge as possible with the edging work performed at least once every three weeks. All debris is to be removed following the edging process. The initial edging will be completed as part of the Spring Clean-up.
- All tree and shrub beds will be edged and maintained in as neat as possible with the edging work completed at least four times per season. All planting beds will be kept clean of debris at all times.
- Where additional lawn seeding is to be applied to ensure a continuous lawn is provided free of gaps.

- **FALL CLEAN-UP:**
- Leaf raking and debris removal shall be completed at intervals to be determined by the Property Agent (or her designee). The Contractor shall clean all grass and fence lines areas of leaves and debris. Leaves are to be vacuumed and removed from the site. All debris is to be raked/bagged and removed from each site at the Contractor's expense. No leaves are to be blown, dumped or in any way placed in wooded areas.
- The Contractor shall also provide end-of-season pruning for all shrubs and bushes throughout the fall season as well as elimination of any tree branches and limbs that may create a potential hazard. Contractors shall include this cost in their Fall Clean-up cost.

- **PRUNING - TREE AND SHRUB CARE SERVICES:**
- This service is intended to maintain the health of trees and shrubs on-site. For trees over fifteen (15') in height, a copy of a current and valid Arborist License issued by Department of Environmental Protection is required with the bid return. Pruning and removal of dead wood of all trees and shrubs is to be completed with generally accepted practices to ensure all ornamental trees and shrubs remain healthy and maintain an aesthetically attractive appearance.
- Pruning activities are to occur at appropriate seasonal times consistent with generally accepted practices for the various individual types of trees and shrubs (all suckers are to be removed immediately).
- All brushes and hedges are to be pruned

- **NOTE: The Contractor is required to provide the following licenses issued by the Department of Environmental Protection with their bid responses:**

- **Current Category 3 Ornamental and Turf Supervisory License**
 - **Current Pesticide Applicator's License**
 - **Current Arborist License**
- **Contractor must have an IPM plan in place at start of contract and provide it to the agency (see the attached Department of Environmental Protection's IPM Plan).**
 - **FERTILIZATION /GRUB CONTROL:**
 - Grub control shall be applied in a typical 4-step program. This includes pre-emergency fertilizer, weed and grub control. Summer applications shall be as the same in spring without grub control. Fall applications shall be the same as in the spring including lime and grub control. **The Contractor is not required to bag grass after lime and fertilization applications. Fertilization is to occur during regular operating hours only, unless authorized by the Property Agent. A minimum of two (2) weeks notification must be given before fertilization application.**
 - The following should be utilized as a guideline for application of fertilization/grub control:
 - Early Summer – Fertilization and grub control; pre-emergent weed & crab grass control
 - Late Summer – Fertilization
 - Early Fall – Fertilization and Broadleaf Weed Control
 - Lime to be applied once a season, or as necessary.
 - **GENERAL CONDITIONS:**
 - Contractor will make every effort to complete the assigned tasks as scheduled, tasks delays due to inclement weather conditions are to be addressed as soon as practical once the weather conditions improve.
 - Should weather conditions cause an unexpected amount of debris to be spread over the property, the contractor will clean-up the debris as quickly as possible.
 - Contractor is encouraged to suggested ways to improve the overall appearance of the property, which are outside the scope of work defined. The contractor will receive Property Agent approval prior to implementing any changes outside of this scope of work.

BID PRICES:

Bid prices shall remain firm for the entire length of the contract.

CONTRACT AWARD

An award will be made to the lowest, responsible, qualified bidder. Based on available budget, the agency reserves the right to award all or portions of this contract.

BASIS OF CONTRACT AWARD:

The contractor's signature on the SP-26, Bid Proposal is the contractor's agreement to all the terms and conditions listed in the bid proposal. If your company is selected as the awarded contractor, the signature on the SP-26 constitutes as the agreement between your company and the State. Once the contract is awarded, the state will be issuing a contract award that constitutes as the state's signed agreement to this contract. No additional signatures will be required. Once the contract has been awarded, the agency will issue its purchase order to the contractor. The contractor shall not perform services without receiving a purchase order. Questions regarding the purchase order should be directed to the ordering agency.

Once the contract is awarded, a copy of the contract award can be viewed on the DAS/Procurement website – www.das.state.ct.us/busopp.asp

Instructions on locating the contract award on the DAS website:

- Scroll down to the heading **CONTRACTS**
- The box that states “**By Keyword**”; click the arrow to the right of the box for the drop down menu.
- Click on “**By Contract Number**”
- Click in the empty box to the right and type in the contract award number **05PSX0129** and click “**Go**”.
- Click on the “**Contract Number**”
- Now click on “**PDF: Review the Contract Documents**” to download and/or print the contract.

If the contract does not show up, it probably means that the contract has either not been awarded or hasn't yet been posted to the website; please keep trying until it does.

ANNUAL CONTRACT AFFIDAVIT:

Awarded contractors will be required to submit an annual contract affidavit to update the Gift/Campaign Contribution Affidavit that accompanies large state contracts pursuant to Sections 2, 3 and 4 of Public Act 04-245.

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's Property Agent when goods and services are provided through this contract. The invoice must contain the State's Property Agent, Servus Management's Purchase Order number. Invoices received without reference to a valid 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:

Servus Management
1 Financial Plaza
Hartford, CT 06103

Payment terms are net 30 days for SBE/MBE contract awards.

NON-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

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.

QUESTIONS:

Questions are to be submitted in writing to: State of Connecticut, DAS Procurement Services, 165 Capital Avenue, 5th Fl. South, Hartford, CT 06106, Attn: Ann Simeone or e-mail to ann.simeone@po.state.ct.us, call (860) 713-5051 or FAXed (860) 622-2921 at least 5 days prior to the bid opening date. Verbal responses shall be considered non-binding.

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, 5th Floor South
Hartford, CT 06106
Attn: Ann Simeone, Contract Specialist

The may also be faxed to the following FAX number: (860) 622-2921 or e-mailed to ann.simeone@po.state.ct.us.

BID OPENING:

If a bidder is unable to attend the bid opening and wishes to have the results of the bid, bidders may schedule an appointment to review the bid documents. Due to the numerous bids issued, buyers are unable to read bid results over the telephone.

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

BID NO.:
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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 shall 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. 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.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to

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

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execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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

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

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

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

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

28. 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

29. (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the 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 its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (2) A customer's payment of a use tax to the contractor or its affiliates relieves the customer of liability for the use tax; (3) The contractor and its affiliates shall remit all use taxes they collect from customers on or before the due date specified in the agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "affiliate" means any person, as defined in section 12-1 of the general statutes, 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. For purposes of this subsection, "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. (PA 03-01 Sec.105)

Saving Clause

30. 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

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 1/05
(Prev. Rev. 11/02)
Ann Simeone
Contract Specialist

(860) 713-5051
Telephone Number

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

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Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

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

Rights

32. 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.

33. 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.

33. 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.

34. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

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Records, Files, and Information

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

36. 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)**

37. 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.

**Model Integrated Pest Management (IPM) Contract
Specifications
For Commercial Pest Control Services**

**Ornamental & Turf
Arborist (Tree Care)**



**State of Connecticut
Department of Environmental Protection
Pesticide Management Program
79 Elm Street
Hartford, CT 06106
(860) 424-3369**

**Gina McCarthy, Commissioner
www.dep.state.ct.us**

The Department of Environmental Protection has developed this model contract to assist with the development of comprehensive integrated pest management programs at state departments, agencies and institutions as outlined in Connecticut General Statutes Section 22a-66l. Integrated Pest Management (IPM) is defined as the use of all available pest control techniques including judicious use of pesticides, when warranted, to maintain a pest population at or below an acceptable level, while decreasing the unnecessary use of pesticides.

The primary goal of IPM is to reduce the amounts of pesticides applied by using alternative methods of pest control which may include general maintenance, sanitation and mechanical or biological control. These methods will help to eliminate conditions that are favorable to pest infestation, making their survival more difficult.

Please consult with your pest control provider or the DEP Pesticide Management Program for technical assistance if needed.

Section 22a-66l of the Connecticut General Statutes states:

- (a) Each state department, agency or institution shall use integrated pest management at facilities under its control if the Commissioner of Environmental Protection has provided model pest control management plans pertinent to such facilities.
- (b) Each state agency which enters into a contract for services for pest control and pesticide application may revise and maintain its bidding procedures to require contractors to supply integrated pest management services.
- (c) The Commissioner of Environmental protection shall annually review a sampling of state department, agency or institution pest control management plans required by regulations adopted under section (e) of this section and may review any application of pesticides to determine whether a state department agency, or institution acted in accordance with subsection (a) of this section.
- (d) The Commissioner of Environmental Protection may provide model pest control management plans which incorporate integrated pest management for each appropriate category of commercial pesticide certification which it offers. The commissioner shall, within available resources, notify municipalities, school boards, and other political subdivisions of the state of the availability of the model plans for their use. The Commissioner of Environmental Protection shall consult with any state agency head in the development of any such plan for properties in the custody or control of such agency head.
- (e) The Commissioner of Environmental Protection, in consultation with the Commissioner of Public Health, shall adopt regulations in accordance with the provisions of chapter 54 establishing requirements for the application of pesticides by any state department, agency or institution. Such regulation shall include provisions for integrated pest management methods to reduce the amount of pesticides used. Notwithstanding the provisions of this section and any regulations adopted under this section, a pesticide may be applied if the Commissioner of Public Health determines there is a public health emergency or the Commissioner of Environmental Protection determines that such application is necessary for control of mosquitoes.
- (f) The Commissioner of Environmental Protection shall develop and implement a program to inform the public of the principles of integrated pest management and to encourage its application in private properties.

The Department of Environmental Protection is an equal opportunity/affirmative action employer, offering its services without regard to race, color, regional/national origin, age, sex or disability. In conformance with the Americans with Disabilities Act, the DEP makes every effort to provide equally effective services for persons with disabilities. Individuals with disabilities needing auxillary aids or services should call (860) 424-3333.

**MODEL INTEGRATED PEST MANAGEMENT (IPM)
CONTRACT FOR COMMERCIAL PEST CONTROL SERVICES**

Ornamental & Turf
Arborist (Tree Care)

1. GENERAL

a. Description of Service

This contract is part of a comprehensive Integrated Pest Management (IPM) program for the all areas specified herein. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. IPM is a process for achieving long term, environmentally sound pest control through the use of a wide variety of technological and management practices. Control techniques in an IPM program include a combination of pest monitoring, good sanitation practices, education, grounds maintenance, alternative physical, mechanical, and biological pest control, and the use of pesticides when warranted according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment.

The contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for procedural modifications that may be necessary to achieve pest prevention.

b. Requirements for Bidding

In order for a company to qualify for the bidding process, it must meet the following requirements:

- (1) Possess a valid commercial pesticide application business certificate of registration from the Connecticut Department of Environmental Protection;
- (2) Employ a minimum of one certified commercial supervisory applicator for every five certified commercial operational applicators employed;
- (3) Provide proof of appropriate insurance;
- (4) Provide three references attesting to the company's knowledge or experience in the field of IPM.

c. **Pests Included and Excluded**

The Contractor shall adequately suppress populations of undesirable weeds, insects that feed primarily on or may otherwise cause harm to outdoor vegetation, herbaceous diseases and ticks.

Populations of the following pests will be considered special services, separate from the specifications of this contract:

- Birds, bats, snakes, commensal rodents and all other vertebrates;
- Mosquitoes and other free flying insects;
- General pest control within structures;
- Termite & Wood Destroying Organisms;
- Fleas and ants

d. **Initial Inspection**

The Contractor shall conduct a thorough, initial inspection of the entire site within ***ten (10)*** working days after ***a purchase order has been issued***. The purpose of the initial inspection is for the Contractor to identify problem areas and any equipment, landscape features, or management practices that are contributing to pest infestations. Soil samples shall be collected and sent for analysis to determine the need for any soil amendments necessary to correct pH and/or fertility. The initial inspection shall be conducted by a certified commercial supervisory applicator employed by the Contractor.

Access to the site shall be coordinated with the Contracting Officer's Representative (COR). The COR will inform the Contractor of any restrictions or areas requiring special scheduling.

Ideally, the COR should have oversight of maintenance staff to ensure that sanitation practices and maintenance procedures associated with proper pest control are accomplished, and should interact with all facility staff members to ensure that pest sightings and other pest control related items are promptly brought to the attention of the Contractor.

e. **Pest Control Plan**

Prior to initiation of service, the Contractor shall submit to the COR a written Pest Control Plan for the site within *ten (10)* working days following the initial inspection. Upon receipt of the Pest Control Plan, the COR will render a decision regarding its acceptability within *ten (10)* working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have *five (5)* working days to submit revisions. The Contractor shall initiate services outlined in the terms and conditions of the contract following notice of approval.

The Pest Control Plan shall include:

- (1) Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used. A list of types of rodent bait boxes, pest monitoring devices, and any other control devices or equipment should also be included;
- (2) A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
- (3) A service schedule for the site;
- (4) A description of any operational changes that would facilitate the pest control effort;
- (5) A copy of the Commercial Pesticide Applicator Certificate for every Contractor=s representative who will be performing on-site service under contract.
- (6) A description of the Contractor's Quality Control Program as described in Section Five of this document.
- (7) Any additional information as required by RCSA Sec. 22a-66l-1. Application of pesticides by State Agencies. (See Appendix A

It shall be the Contractor=s responsibility to carry out work according to the approved Pest Control Plan for the site. The Contractor shall receive approval of the COR prior to implementing any changes to the approved Pest Control Plan, including additions or replacements to the pesticide list and to on-site service personnel.

f. **Pesticide Application**

The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the COR. The COR will make a timely decision on any matter that requires a written approval.

Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides shall not occur unless visual inspections or monitoring devices

indicate the presence of pests in that specific area.

Preventive pesticide treatments of areas determined to be at high risk for infestation by weeds, insects or disease, through inspection at the onset of the program or as part of a maintenance program, are acceptable. These applications must be conducted in accordance with the pesticide use hierarchy found in section 2 WEED, INSECT AND DISEASE CONTROL of this document.

The Contractor shall not store any pesticide product on the property of the contractee.

g. Employing Best Management Practices

Turf - Soil fertility and pH

The Contractor is expected to utilize best management practices at all times to maintain turf health and appearance. Prior to the application of any fertilizer or pesticide, composite soil samples will be collected and analyzed for pH and fertility. The Contractor will be expected to perform soil sampling on an annual basis throughout the term of the contract, either in late fall or early spring when the frost has left the ground. The Contractor will be responsible to apply amendments to the soil as recommended by the soil analysis reports. Organic fertilizers should be used whenever possible, otherwise, fertilizer with 50% slow release nitrogen shall be used. Fertilizer applications are to be performed when grasses are actively growing, usually late May/early June and late August/early September. Fertilizer applications will not exceed 2 1/2 pounds of nitrogen per 1000 square feet unless soil sample analysis reports indicate a necessity to further amend the soil.

The Contractor will be responsible for mowing turfgrass to a height of 2"-3" on a schedule that is frequent enough to avoid clumping of grass clippings. Clippings will remain on the lawn and allowed to degrade. The Contractor will be responsible for the removal and proper disposal of grass clippings if the mowing schedule is not maintained and results in excessive grass clippings being deposited on the lawn area.

Weed Control

Herbicide applications are not to be relied upon as a sole method of controlling weeds. Proper cultural practices are to be employed to encourage dense, healthy turf which will help to prevent the germination of weed seeds and survival of seedlings. The Contractor will be required to perform spot applications of herbicide on an as needed basis to small or limited areas. Widespread applications of broadleaf herbicides may be required in areas where invasive weed species have invaded greater than 25% of the total turf area. Widespread applications of pre-emergent herbicides may be necessary to control invasive annual grasses.

Pre-emergent applications of herbicide may be necessary in flower beds and areas of formal landscaping.

Insect and Disease Control

A certified supervisor employed by the Contractor will be expected to conduct visual inspections monthly, April through September, to monitor for evidence of destructive turf pests and conduct additional sampling as necessary to confirm the presence of such pests. Applications of insecticide to turf areas are to be limited to locations where unacceptable levels of activity has been identified in an effort to preserve populations of beneficial insects and nematodes.

Silviculture - Arboriculture Practices

The Contractor will be expected to utilize best management practices for the management of all trees on site. A licensed Arborist employed by the company will be expected to annually assess soil conditions to identify any potential problems that may cause harm to trees such as soil compaction, contamination, trenching or digging in the vicinity of the tree.

The Contractor shall develop a schedule of monitoring for pest problems, using appropriate monitoring techniques, based upon growing degree days, tree species on site and the likelihood that pest problems will arise. Visual inspections should also be conducted during routine maintenance activities.

Bark mulch shall be placed at a depth no greater than 2-3" and tapered to a shallow depth around the base of trees to reduce weed growth and retain moisture. Mulch beds shall be restored annually throughout the term of the contract. Black plastic mulch is not to be used.

The licensed Arborist shall will be responsible for implementing a program of pruning, hazard management, cabling, bracing and treatment of wounds that is appropriate for the long term goals of the facility and consistent with accepted arboriculture practices. The Contractor will be responsible for removing pruned and/or fallen branches from the site.

Insect and Disease Control

In an effort to preserve beneficial and predatory insects, pesticides shall be applied only when the presence of harmful pests or disease have been identified through monitoring and it is anticipated that more than 15% of discoloration, defoliation or damage to the total leaf area will likely occur. Pesticide applications shall be limited only to infested trees.

Preventive pesticide applications may be performed only to areas where the previous or current year's monitoring has indicated the presence of harmful insect pests or if certain tree species, prone to specific insect problems are present. Preventive applications shall be made only to specific problem areas.

The licensed Arborist will be responsible to estimate the levels of aesthetic injury that can be anticipated by utilizing their professional experience and considering the species and densities of pests found during monitoring.

General Requirements

The Contractor will be expected to perform spring and fall clean-up (April & November) by raking and removal of leaves, branches and other debris to maintain the appearance of the property. Materials are to be removed from the premises on the days that clean-up activities are performed.

h. Record Keeping

The Contractor shall be responsible for maintaining a pest control logbook or file for each site specified in this contract. These records shall be kept on the property of the contractee and maintained on each visit by the Contractor.

Each logbook or file shall contain at least the following items:

(1) A copy of the Pest Control Plan for the site, including labels and MSDS sheets for all pesticides which may be used, and the Contractor's service schedule for the facility;

(2) The Pesticide Application Record and IPM Monitoring Form will be supplied to the Contractor by the COR, and will be used to document the performance of all work, including emergency work. Upon completion of each service visit to the site, the Contractor's representative performing the service shall complete, sign and date the form, and return it to the logbook or file on the same or succeeding day of the services rendered.

The Contractor's representative shall provide recommendations in writing whenever appropriate as to what steps the facility must take to reduce or eliminate conditions that are favorable for pests covered by the terms of the contract.

(3) Copies of soil test analysis reports.

(4) Maps or graphs indicating the placement of insect monitoring devices and/or rodent bait boxes.

i. Contractor Personnel

Throughout the life of this contract, all Contractor personnel providing on-site pest control service must meet state requirements for training and certification as Commercial Pesticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under the terms of this contract.

j. Manner and Time to Conduct Service

The Contractor shall perform routine services that do not adversely affect occupant health or productivity during the regular hours of operation in the buildings. No pesticides may be applied when the immediate area to be treated is occupied. When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the Contractor shall notify the COR at least one day in advance.

The Contractor shall observe all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering the building. Any restrictions associated with these special areas will be explained by the COR. The Contractor shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site.

All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protection equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

k. Special Requests and Emergency Service

On occasion, the COR may request that the Contractor perform corrective, special, or emergency service (s) that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. In the event that such services cannot be completed within one working day, the Contractor shall immediately notify the COR and indicate an anticipated completion date.

2. WEED, INSECT AND DISEASE CONTROL

a. Non-pesticide Products and Use

The Contractor shall use non-pesticide methods of control wherever possible and economically feasible.

b. Pesticide Products and Use

The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of

people and the environment.

The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA) and the state Department of Environmental Protection. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and regulations.

The Contractor will use the following pesticide use hierarchy as a guide to minimize the amounts of pesticides applied as well as the potential for exposure.

(1) Biological Pesticides

(2) Insecticidal Soaps/Horticultural Oil

(3) Spot treatments - As differentiated from overall, broadcast, or complete coverage, spot treatment is application to localized or restricted areas no more than (2) square feet where weeds, insects or disease are present.

(a) Wettable powders

(b) Microencapsulated products

(c) Emulsifiable concentrates

(d) Tree or Soil Injected Systemics

(4) Granular pesticides

(5) General sprays

(6) Fogging or Aerosolized Sprays

Application of pesticides shall be restricted to situations where no alternative measures which will result in timely control within the predetermined tolerance thresholds, are practical. In the event that these applications become necessary, a formulation with the least potential for exposure will be chosen. As a general rule, biologicals, insecticidal soaps, horticultural oil, wettable powder and microencapsulated formulations will be considered as first choices. Solvent based pesticides will be used only as a last resort when no other effective alternatives exist. All application shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated areas have dried, or longer if the label specifies a longer re-entry time. The Contractor and COR will determine, on a case-by-case basis, if any pre-notification is needed.

The Contractor shall obtain the approval of the COR prior to any widespread application of pesticide. The Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No applications shall be made while persons other than those employed by the Contractor are present in the area to be treated.

3. PROGRAM EVALUATION

The contracting agency reserves the right to evaluate the progress of this contract in terms of effectiveness and safety, and to require such changes as necessary. The Contractor shall take prompt action to correct all identified deficiencies.

4. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of their program to the COR. The program shall include, but not be limited to the following:

- a. An inspection system covering all the services stated in this contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name (s) of the individuals (s) who will perform the inspections;
- b. The checklist shall include every area of the operation serviced by the Contractor as well as every task required to be performed;
- c. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable;
- d. A file of all inspections conducted by the Contractor and the corrective actions taken. This documentation shall be maintained locally and made available upon request.

5. PERFORMANCE - LESS THAN SATISFACTORY RATING

The contractor, upon receiving two Less than satisfactory ratings of the same nature in the same treatment area, must document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside the predetermined tolerance thresholds (if thresholds exist for the given pest), the Contractor shall have five (5) days to submit to the COR an acceptable recommendation to alleviate the unsatisfactory situation.

Any treatment area receiving three consecutive Less than satisfactory ratings of the

same nature may result in the filing of a formal complaint from the COR to the Contracting Agent with intent to terminate the contract. The Contractor will not be terminated if the A less than satisfactory rating is a result of circumstances outside of the Contractor's control, such as failure of the COR to make operational changes that would facilitate the pest control effort.

6. SAFETY AND HEALTH

- a. All work shall comply with all applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
- b. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

DEP/PMD

9/2/97

Rev. 01/04/01

**Model Integrated Pest Management Plan For
Connecticut State Agencies**

Ornamental & Turf



**State of Connecticut
Department of Environmental Protection
Pesticide Management Program
79 Elm Street
Hartford, CT 06106
(860) 424-3369**

Arthur J. Rocque, Jr., Commissioner

The Department of Environmental Protection has developed this model plan with the assistance of the University of Connecticut Cooperative Extension Service and the Connecticut Agricultural Experiment

Station to assist with the development of comprehensive integrated pest management programs at state departments, agencies and institutions as outlined in Connecticut General Statutes Section 22a-66l. Integrated Pest Management (IPM) is defined as the use of all available pest control techniques including judicious use of pesticides, when warranted, to maintain a pest population at or below an acceptable level, while decreasing the unnecessary use of pesticides.

The primary goal of IPM is to reduce the amounts of pesticides applied by using alternative methods of pest control which may include structural maintenance, sanitation and mechanical or biological control. These methods will help to eliminate conditions that are favorable to pest infestation, making their survival more difficult.

Please consult with your landscape pest control provider, University of Connecticut Cooperative Extension Service or the DEP Pesticide Management Program for technical assistance if needed.

Section 22a-66l of the Connecticut General Statutes states:

(a) Each state department, agency or institution shall use integrated pest management at facilities under its control if the Commissioner of Environmental Protection has provided model pest control management plans pertinent to such facilities.

(b) Each state agency which enters into a contract for services for pest control and pesticide application may revise and maintain its bidding procedures to require contractors to supply integrated pest management services.

(c) The Commissioner of Environmental protection shall annually review a sampling of state department, agency or institution pest control management plans required by regulations adopted under section (e) of this section and may review any application of pesticides to determine whether a state department agency, or institution acted in accordance with subsection (a) of this section.

(d) The Commissioner of Environmental Protection may provide model pest control management plans which incorporate integrated pest management for each appropriate category of commercial pesticide certification which it offers. The commissioner shall, within available resources, notify municipalities, school boards, and other political subdivisions of the state of the availability of the model plans for their use. The Commissioner of Environmental Protection shall consult with any state agency head in the development of any such plan for properties in the custody or control of such agency head.

(e) The Commissioner of Environmental Protection, in consultation with the Commissioner of Public Health, shall adopt regulations in accordance with the provisions of chapter 54 establishing requirements for the application of pesticides by any state department, agency or institution. Such regulation shall include provisions for integrated pest management methods to reduce the amount of pesticides used. Notwithstanding the provisions of this section and any regulations adopted under this section, a pesticide may be applied if the Commissioner of Public Health determines there is a public health emergency or the Commissioner of Environmental Protection determines that such application is necessary for control of mosquitoes.

(f) The Commissioner of Environmental Protection shall develop and implement a program to inform the public of the principles of integrated pest management and to encourage its application in private properties.

The Department of Environmental Protection is an equal opportunity/affirmative action employer, offering its services without regard to race, color, regional/national origin, age, sex or disability. In conformance with the Americans with Disabilities Act, the DEP makes every effort to provide equally effective services for persons with disabilities. Individuals with disabilities needing auxiliary aids or services should call (860) 424-3000.

**Sample Integrated Pest Management Plan For
Connecticut State Agencies
Ornamental & Turf Program**

**Facility Name
Address
Telephone Number**

Facility Name will be inspected by name of the landscaping/pest control company (LCO) for the purpose of identifying areas of pest infestation (weed, insect & disease) on the grounds of the facility, making recommendations for corrective measures that should be implemented and developing a comprehensive integrated pest management (IPM) plan. The IPM plan will utilize all methods of pest control which may include modifying cultural practices, monitoring for pest populations, mechanical and biological control and the judicious use of pesticides. If possible, pesticides will not be applied on a routine basis, however, they may be used as a tool to maintain pest populations at or below an acceptable level while maintaining plant health and aesthetic quality. The selection of pesticides that may be used will be based on a pre-determined hierarchy that will utilize least toxic products as first choice. Whenever practicable, biological controls such as predatory insects, beneficial nematodes or microbial pesticides will be used. Proper implementation of this program will reduce the volume, toxicity and frequency of application of pesticides and other chemicals, thereby reducing negative environmental impact and the risk of potential exposure of building occupants and visitors to the grounds who may be sensitive to their use.

The LCO and name of responsible individual - Contracting Officer's Representative (COR) shall meet to discuss areas that have been problematic or sensitive. (e.g.; wet, shady and/or high traffic areas or areas where there is a history of high pest pressure) Areas that are sensitive to pesticide use will also be discussed. (e.g.; daycare areas, elderly residence, work area of sensitive employees, etc.)

Once these areas have been identified, the LCO and COR will discuss various pest control options and determine the speed of control necessary as well as threshold/action levels based on pest population, species, plant health and aesthetic considerations.

Name of LCO will submit recommendations for corrective measures in writing to Name of (COR) specifying action that should be taken by the facility (e.g.; correct drainage/runoff problems) prior to the application of any pesticides. He/she is responsible for scheduling and coordinating maintenance activities at the facility and will act on the recommendations as soon as possible. He/she will report in writing which recommendations will not be followed and state the reasons if no action is to be taken as required by CSR Sec.22a-66l-1(c). Otherwise, all IPM methods that are recommended will be followed.

Pest control services will be supervised by name & certification number, and performed by name & certification number(s) of name of landscaping/pest control company & business registration number. The IPM program will begin on date with six weekly visits in order to start the program. Subsequent service calls will be performed twice a month or as needed depending upon pest pressure. Service calls will be scheduled on day of week & approx. time and involve a visual inspection of potential problem areas, with the assistance of monitoring devices where appropriate and application of pesticides where pest populations exceed threshold levels. Records will be completed at the conclusion of each service call and will include written recommendations of corrective measures that need to be made by building maintenance personnel.

Name of certified supervisor will monitor/scout the grounds of the facility at least once monthly April through September. Additional monitoring may be required during peak periods (June-August) to monitor for weeds and diseases. Off-season (October-March) monitoring may also be scheduled on an as needed basis.

All pest problem areas and written recommendations for structural, sanitary or procedural modifications will be recorded on "**Ornamental & Turf Pesticide Application Record /Monitoring Report**" forms or substantially similar substitute. These forms will be kept in a file that will be maintained in responsible individual(COR) office. Additional records that will be maintained in this file will include a copy of this plan, copies of all soil sample analysis reports, a diagram indicating the placement of all pest monitoring devices and copies of the pesticide product label information provided at the time of contract by the LCO. He/she (COR) will act as a liaison between the landscaping/pest control company and department supervisor(s) and will be responsible for notifying the appropriate personnel of corrective actions that are needed (e.g.; correct drainage and/or runoff problems).

*****The certified supervisor shall conduct a follow up inspection to confirm the presence of the pest(s) and verify damage level estimates prior to any widespread application of pesticide if the landscape/pest control technician has identified weed, insect and/or disease infestation.*****

Pest sighting report logs provided by name of LCO will be reviewed by the landscape/pest control technician at the beginning of each service call. The log will be maintained in responsible individual (COR) office and will serve as a tool to facilitate communication between all personnel and the landscape/pest control technician. All pest sightings should be reported in the logs and should include specific information as to the location and type of pest, if known. Whenever possible, a sample will be provided to the landscape/pest control technician for identification purposes.

Service call/monitoring inspections include list specific areas that will be inspected.

Turf Plan

Best management practices will be implemented at all times in an effort to maintain turf health and appearance. Turf will be mowed to a 2"- 3" height or as high as possible on a weekly/bi-weekly basis. Mowing should be done when the grass is dry to avoid spread of turf diseases. Mower blades should be maintained with sharp cutting edges to avoid excessive wounding and stress of the turf-grass.

Upon implementation of the IPM program and prior to the application of any fertilizer or pesticides, soil samples will be collected by the landscape/pest control technician and analyzed. Soil samples will also be collected and analyzed annually to assess soil fertility and pH. Annual sampling will be performed in late fall or early spring after the frost has left the ground. Amendments will be made to the soil as recommended by the analysis reports. Proper soil pH and fertility will help to prevent many turf-grass diseases and promote plant vigor, thereby reducing the occurrence of insect and weed invasion.

When practicable, organic fertilizers may be used, otherwise, fertilizer with 50% slow release nitrogen shall be utilized. Fertilizer should be applied no later than October 15. Late fall applications of lime will be avoided if possible to reduce the risk of **snow mold**. Over-fertilization may result in an increase of some plant diseases, more frequent mowing, increased thatch layer and risk of leachate into groundwater in some circumstances.

Proper management of grass clippings is an important part of maintaining the lawn. Grass clippings will remain on the lawn and allowed to degrade, returning 50% of available nitrogen back to the lawn. This will help to increase the soil organic matter and promote beneficial earthworm activity.

Watering may be done once a week to a depth of 6" between the hours of **5:00 am and 8:00 am**. The second best time to water is late evening/early morning after the dew has fallen. Watering in the evening is not recommended on hot, humid nights because it may increase the occurrence of diseases. **Necrotic ring spot and summer patch** may be prevented by keeping the upper soil layers moist.

A thatch layer up to 1/2-3/4 inches thick is beneficial. An excessive layer is undesirable because it will block moisture, fertilizers and/or pesticides from reaching the root zone of the turf. Over-development of

thatch can be prevented by reducing fertilizer applications and maintaining proper soil pH. If de-thatching is necessary, it will be done mechanically during the spring or late summer (September) when grasses are actively growing and can recover faster.

Fertilizer applications should be performed when grasses are actively growing, usually late May/early June and late August/early September. Fertilizer applications will not exceed 2-2 1/2 pounds of nitrogen per 1000 square feet per year unless soil sample analysis reports indicate a necessity to further amend the soil.

Turf Insects

Visual inspection of the turf areas will be done monthly, April through September, by the certified supervisor to monitor for evidence of chinch bug, sod webworm, billbug and/or other destructive turf pests. Additional sampling may be performed to confirm the presence of these pests and/or White Grubs.

Applications of insecticide to turf areas will be limited in an effort to preserve populations of beneficial insects and nematodes. Pesticide application will be considered if monitoring indicates the following pest populations or up to 20% damage can be anticipated.

- | | |
|---|---|
| 1) White Grubs | 10 Larvae/square foot |
| 2) Chinch Bug | 30 - 50 Nymphs & adults/square foot or when damage is evident |
| 3) Sod Webworms/Cutworms | Areas will be treated only when damage is evident. |
| 4) Hyperodes weevil (annual bluegrass weevil) | tolerance |
| 5) Black turfgrass ataenius | tolerance |
| 4) Ticks | tolerance |

_____ or _____ contact insecticides can be applied to control Japanese beetle, European chafer, Masked chafer, Oriental beetle and/or Asiatic garden beetle or other beetle species during late August/early September when larvae are present.

_____ will be applied to control chinch bug, billbug and sod webworm when damage is evident. (Damage periods normally occur during hot, dry weather - late June/July/early August).

Weed Control

A lawn area that is properly managed should produce dense, thick turf-grass, which ideally will help to prevent invasive weed species from getting established. Some weed growth should be anticipated, and tolerated to some degree. Widespread applications of broadleaf herbicides will not be performed unless weed species have invaded greater than **25%** of the entire turf area. Spot applications will be performed to small areas on an as needed basis.

_____ or _____ may be applied as a spot application to control annual and perennial broadleaf weeds in the turf. The same product(s) may be applied when and if a widespread application of pesticides is deemed necessary.

Over seeding the area in late summer/early fall with improved turf-grass and raising the mower height during the growing season will help to prevent crabgrass encroachment. _____ may be applied as a post-emergent crabgrass control only when cultural practices have failed and providing that the area is not widespread. This will prevent problems with soil erosion in areas where the crabgrass has been killed off. _____ pre-emergent herbicide, may be applied the following season to help prevent redevelopment of crabgrass.

_____ or _____ may be applied as a spot application to control invasive annual grasses. The same product(s) may be applied when and if a widespread application of pesticides is deemed necessary.

A complete re-evaluation of any area requiring a broad application of pesticide will be performed by name of certified supervisor to assess and re-implement proper cultural practices to maintain turf density and vigor.

Disease Management

Pesticide applications for control of turf diseases will be performed only if evidence of disease has been found and significant areas (**10-15% of the total turf area**) of permanent damage can be anticipated and all proper cultural practices have been employed. Name of Certified Supervisor will discuss pest control options with Name of COR to determine the appropriate course of action.

Flower Beds & Formal Landscaping

Best management practices will also be followed for the care and management of all flowerbeds and ornamental plantings. Insect and disease resistant plant varieties will be selected for planting in any flowerbeds and/or formal landscaping areas whenever possible. The landscape/pest control technician will visually inspect plants for insect and/or disease infestation prior to planting. Plants found to have any infestation will be rejected in an effort to eliminate damage on a large scale. Plants will be planted at the proper depth to avoid plant stress. Mulch will be placed in all garden areas and around individual trees and shrubs. Mulch materials will be placed at sufficient depth to reduce weed growth and help to retain moisture. Mulch placement will also be placed to provide a buffer area to eliminate mechanical damage which may result from use of string trimmers or mechanical edgers.

Foundation plantings and vines will be trimmed at least 12" away from the building to eliminate rodent harborage and access to the building and allow for monitoring of rodent activity.

The landscape/pest control technician will remove and dispose of dead and dying vegetation from plants and plant beds (monthly) to prevent spread of disease. Leaves will also be raked away to prevent accumulation and development of rodent harborage. Branches and plant material will be properly disposed of at the end of each day that work has been performed.

Ornamental Insect Control

Visual inspections will be conducted during routine maintenance activities and pest monitoring traps will be utilized, where appropriate, to indicate the presence of harmful pests. Wherever pest activity is found and if practicable, infested plant(s) or branches will be washed off using a strong stream of water or removed and properly disposed of.

In an effort to preserve beneficial and predatory insects, pesticides will be applied only on an as needed basis. Application of pesticide may be considered if it is anticipated that pest activity will result in unacceptable levels of damage to ornamental plants. For this facility, up to **15%** damage or defoliation to ornamental plants will be considered acceptable.

Pesticide application will be limited to only the infested area(s). General applications of pesticides will not be done. Bio-insecticides, insecticidal soaps, dormant oil or summer oil will be utilized if possible. The timing of each application will be based first on whether the pest is present and causing damage, the pest life cycle and at what stage the pest is most vulnerable to pesticides.

Preventive pesticide applications may be performed only to areas where the previous year's monitoring has shown evidence of insect pests which may over-winter on ornamental plants.

Weed Control

_____ may be applied as a pre-emergent weed control in annual flower beds and ornamental shrub gardens. Pre-emergent weed control may also be used in perennial flower gardens where pesticide labeling allows. _____ may be used for post-emergent spot applications. Where practicable, hand

weeding will be performed in flower gardens and areas of ornamental plantings on a limited basis due to labor expenses. Borders and walkways will be edged using a string trimmer or mechanical edger.

Disease Management

Pesticide applications for control of ornamental diseases will be performed if evidence of disease has been found and significant areas (**15% or greater**) of permanent damage can be anticipated and all proper cultural practices have been employed.

Preventive pesticide applications may only be performed when the previous year's monitoring has indicated a likelihood of disease or if certain plant species, prone to disease problems, are present. Preventive applications should be made only to specific problem areas

Name of Certified Supervisor will discuss pest control options with Name of COR to determine the appropriate course of action.

****Pesticide applications will be performed after regular business hours or on the weekend when the building is unoccupied.****

Pesticide Plan

Pesticides may be applied if pest populations exceed an acceptable level. Applications will be performed after regular business hours or on the weekend when the building is unoccupied. Priority is given to those pesticides having the lowest toxicity, taking into consideration the method and frequency of application and the risk of exposure to building occupants. Whenever practicable, biological pest control such as predatory insects, beneficial nematodes or microbial pesticides will be utilized. Pesticides selected for possible use are as follows;

First Choice (*Products having the lowest toxicity and/or least risk of exposure based on the formulation, method and frequency of application.*)

Turf Herbicides

- a)
- b)
- c)

Turf Insecticides

- a)
- b)

Ornamental Insecticides

- a)
- b)
- c)

Second Choice (*Products having moderate toxicity and/or risk of exposure based on the formulation, method and frequency of application.*)

Turf Herbicides

- a)
- b)

Turf Insecticides

- a)
- b)

Ornamental Insecticides

- a)

- b)
- c)

Third Choice (*Products having moderate to high toxicity and/or risk of exposure based on the formulation, method and frequency of application.*)

Use of any third choice pesticide product requires written approval of COR prior to application

Turf Herbicides

- a)

Turf Insecticides

- a)

Turf Fungicides

- a)
- b)

Ornamental Insecticides

- a)
- b)

Ornamental Fungicides

- a)
- b)

An appraisal of this IPM program will be conducted bi-monthly by *responsible individual (COR)* and *name of certified supervisor*. A determination will be made as to the effectiveness of the program and revisions will be made to correct potential problems.

An evaluation of the potential to contaminate water will be made. Maps will be copied from the "Atlas of the Public Water Supply Sources and Drainage Basins of Connecticut" which identify the location of any public water supply, watershed or wellfield and will be attached to this plan as required by CSR Section 22a-66l-1(6)(F).

09/24/99

IPM Monitoring Form

Ornamental Checklist

Site/ Area	Host Plant	Size	Stage	Pest	Stage	Damage Site	Damage Level	Natural Enemies	Control Action

Key to Codes:

Host Plant Size:	Host Plant Stage:	Pest Stage:	Damage Site:	Damage Level:	Natural Enemies:	Action:
<1ft. Seedling=1	seedling=2	egg=1	bark=1	none(0%)=0	rare=1	no action=1
1-3 ft. tall=2	budding=3	early instar=2	bud =2	trace (<5%)=1	few=2	mechanical=2
3-6 ft. Tall=3	flowering=4	late instar=3	flower=3	light (5-10%)=2	common=3	cultural=3
6-8 ft. Tall=4	fruiting=8	pupa=4	fruit=4	moderate (10-30%)=3	abundant=4	biological=4
>8 ft. Tall=5	leafing out=9	adult=5	foliage=5	heavy (30-90%)=4	chemical=5	
	mature=10	damage only,	miner = 6	total damage (100%)=5		
	dormant =11	past damage=6	borer = 7			
			roots=8			
			general dieback=9			
			gall=10			

Turf Checklist

Recommendations

Turfgrass Species Present	Kentucky Bluegrass____ Tall Fescue____ Perennial Ryegrass Fine Leaf Fescue____ Other:	
Lawn Establishment	Age:____ Seed:____ Sod:____ Sun:____ Shade:	
Thatch Accumulation	____ <1/2" ____ 1/2 to 1" ____ >1"	
Turf Density	Thick (TK) Thin (TN) Moderately Thick (MTK) Sparce (SP)	
Turf Color	Dark Green (DG) Light Green (LG) Yellow Green (YG) Turf Dormant (TD)	
Soil	Texture: Depth: Condition:	
Weeds	Dandelion____ Crabgrass____ Plantain____ Oxalis____ Spurge Knotweed____ Ground Ivy____ Yellow Nutsedge____ Other:	
Insects	_____ Avg.No./Sq. Ft. _____ Avg.No./Sq. Ft. _____ Avg.No./Sq. Ft. _____ Avg.No./Sq. Ft.	
Disease	Affected Species:_____ %Area of Turf Infected____ Disease: Affected Species:_____ %Area of Turf Infected____ Disease:	
Cultural Practices	Mowing:_____ Watering:	

Comments:

