

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

I. DESCRIPTION OF GOODS AND SERVICES:

A. SCOPE OF SERVICES:

1. Contractor shall provide including but not limited to, spring clean-up, grounds maintenance and mowing, fall clean-up and other related grounds maintenance and landscaping services ("Service(s)") for the State of Connecticut Department of Administrative Services ("Client Agency"), Connecticut Building located at the Big E, 1305 Memorial Ave. West Springfield, MA 01089 ("Facility").
2. The Service(s) pertain to the entire Client Agency Facility.
3. Unless otherwise directed in writing by the Client Agency, Contractor shall complete all Client Agency authorized Service(s) in one (1) day.
4. Contractor shall provide including but not limited to, all labor, materials, supervision, tools, equipment, staging, hoisting, handling, unloading, loading, transportation, certifications, licenses, and all other necessary and incidental items and components required for the performance of the Service(s) to the Client Agency's satisfaction. Contractor shall immediately notify the Client Agency by written notice in the event any of Contractor's licenses, permits or certifications are revoked, expired or suspended.

B. CLIENT AGENCY AUTHORIZATION:

Contractor shall adhere to an authorized Service(s) schedule. Contractor shall perform Services between 8:00 am eastern time and conclude Services by 4:00 pm eastern time Monday through Friday, excluding State Holidays unless otherwise directed by the Client Agency.

C. GENERAL REQUIREMENTS:

1. Contractor shall provide sufficient qualified supervision and labor and sufficient and proper materials, supplies, and equipment, including personal protective equipment, to perform the Service(s).
2. Contractor shall complete authorized Service(s) in a professional and safe manner, using quality equipment and materials that conform to all current Federal, State and local regulations. Contractor must ensure that the grounds are uniformly well maintained to the Client Agency's satisfaction.
3. Contractor's performance shall be monitored and audited by the Client Agency. Contractor shall provide the Client Agency unconditional access to inspect and measure the manner and performance of the Service(s) at all times and to inspect the types and quantities of equipment, materials and supplies used in the performance of the Service(s).

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

4. Contractor's employee(s) shall be fully trained, certified and skilled in safe and proper techniques to Perform the Services. At the request of the Client Agency, Contractor shall provide documentation demonstrating each employee's training and certification in all applicable State, Federal and local laws and regulations, including Occupational Safety and Health Administration regulations. Contractor shall retain during the Contract term, active State license(s) for including but not limited to, insect, fertilizer and pesticide application(s).
5. Client Agency shall provide the Contractor with security regulations for the Facility. Contractor shall inform its employee(s) of all security regulations. Contractor shall be responsible for training its employee(s) and subcontractors in the security regulations of the Facility and enforcing the security rules as they apply to its employees and subcontractors. In addition to the security regulations, the Contractor shall inform its employees and subcontractors that the following is prohibited on Client Agency property: (i) guns, knives or other dangerous weapons; (ii) illegal drugs or other prohibited substances; and (iii) unauthorized personnel. Contractor shall immediately report any security regulation violations to the Client Agency.
6. Contractor shall confine its operations, including but not limited to, the parking of vehicle(s), trailer(s) and equipment at the Facility to areas designated by the Client Agency. Contractor shall not block or restrict, in any manner, access or egress to and from the Facility. In the event Contractor fails to abide by this requirement, Contractor shall immediately reimburse the Client Agency for any actions taken by the Client Agency to unblock access or egress to and from the Facility.
7. Contractor shall ensure the Facility remains functional and in full and complete operation during the course of the Performance of the Service(s). Contractor's access and egress to the Facility shall be as directed by the Client Agency. Contractor acknowledges the Facility has specific operating and logistical criteria and as a result, the Facility must be maintained in an extremely neat and organized manner. Contractor shall maintain safe egress for the Client Agency, its visitors, employees and other contractors. Contractor shall not interact with the Client Agency's employees and visitors as to prevent any disruption to the Client Agency's operations.
8. Contractor shall furnish and maintain all equipment required to perform the Service(s) during the Contract term, at no cost to the Client Agency. Client Agency shall inspect all equipment furnished by the Contractor, at the Client Agency's discretion. If any piece of equipment is deemed unacceptable by the Client Agency, the Contractor shall remove and replace the piece of equipment at no cost to the Client Agency.
9. Contractor shall not store any equipment, materials or supplies at the Facility without the Client Agency's prior written consent. The risk of loss, and the sole responsibility, for all of Contractor's equipment together with all contents thereof, is that of the Contractor and not the Client Agency. The Contractor shall remove

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

all Contractor equipment, materials or supplies within ten (10) days after the termination or expiration of the Contract. If Contractor fails to remove any equipment, the title to such equipment, materials or supplies shall automatically pass to the Client Agency.

10. Contractor shall remove all debris from the Facility at the end of each work day at no additional cost to the Client Agency and dispose such debris offsite in a lawful manner. In no event shall Contractor place debris in Client Agency's dumpster or compactor.
11. Contractor shall be responsible for contacting the utility company for underground utility locations at least forty-eight (48) hours in advance of commencing any Services requiring digging or excavation and both at the Facility. The Client Agency may request proof of the Contractor's compliance with this requirement. Contractor shall not dig or excavate or both until the utility company has identified the location of underground utilities.
12. Contractor shall be responsible for promptly repairing or replacing any damage to the Client Agency property or personal property caused by the use, misuse, or negligence of the Contractor or its employees, officers, agents or subcontractors at its cost. If the Contractor, its officers, agents, employees, or subcontractors cause any damage to any property outside of the Facility, Contractor shall reimburse the Client Agency immediately for the costs of any repair, replacement or other work required as a result of repairing or replacing any such damage. Contractor shall be responsible for reporting, by written notice, any damage to the Client Agency property or personal property or any damage to any property outside of the Facility within twenty-four (24) hours of occurrence.

D. SERVICES:

1. SPRING CLEAN-UP:

Unless otherwise directed by the Client Agency, Contractor shall:

- a. Remove sand and debris from all walkways, parking areas, perimeter fence areas, gutters, the top of catch basins, building entrances and exits and other areas as directed by the Client Agency.
- b. Remove all winter debris, branches, sticks, leaves, and refuse accumulated over the winter season in all outside areas of the Facility.
- c. Remove all winter damage and broken and dead branches from trees and shrubs.
- d. Remove all weeds by the roots from all plant beds.
- e. Remove all debris from the Facility and dispose such debris offsite in a lawful and safe manner.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- f. Machine edge all sidewalks, landscape beds and hardscapes.

2. GROUNDS MAINTENANCE AND MOWING:

Client Agency reserves the right to change the frequency of scheduled Service(s) based upon weather and growing conditions. Contractor shall perform and complete grounds maintenance and mowing Services on the same work day unless otherwise directed by the Client Agency.

a. Grounds Maintenance:

Unless otherwise directed by the Client Agency, Contractor shall:

- i. Monitor the Facility and remove all refuse, sticks, broken branches and dead plant material prior to performing Service(s).
- ii. String trim around planting beds, curbs, light poles, hydrants, dumpster areas, areas along all building foundations, fences, signs, parking areas, walkways, monuments, trees, guardrails, generators and other areas as directed by the Client Agency.
- iii. Maintain clean edges at all sidewalks and planting beds with string trimmer, power edger or both.
- iv. Blow off and remove all debris from all walkways, patios, paths, parking lots, entrances and exits. Cut back any plant material growing into walkways, patios, entrances, exits and paths.
- v. Hand weed planting areas as needed.
- vi. Dead-head perennial flowers and cut back all dry leaves.
- vii. Collect and dispose of clippings, or use a mulching mower, casting clippings evenly on the lawn surface.
- viii. Remove all un-mulched clippings and excess turf clumping and debris.
- ix. Not deposit clippings onto the sides of buildings, dumpsters and compactors, walkways, stairways, roadways, driveways, signage, equipment or vehicles. Lawn mowers should be used as to direct clippings away from such areas.
- x. Leaf and debris removal from the turf and beds must be performed in the autumn as part of this Service.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- xi. Remove all debris blocking the tops of catch basins and other drains as directed by the Client Agency.
- xii. Remove all sand from the Facility, as directed by the Client Agency.

b. Mowing:

Unless otherwise directed by the Client Agency, Contractor shall:

- i. Mow all Facility areas as designated by the Client Agency in a uniform and neat pattern.
- ii. Adjust the height of blades to accommodate weather and growing conditions.
- iii. String trim around all mowing obstacles.

3. PRUNING:

Unless otherwise directed by the Client Agency, Contractor shall:

- a. Prune and shape all lawn and foundation shrubs.
- b. Prune and shape all ornamental trees, remove suckers, raise level and lightly shape.
- c. Cut back any vegetation impeding on walkways and any plants to maintain an "air space" between the plants and the building, if applicable. No branches will hang lower than twelve (12) feet over a walkway and driveway(s).

4. FALL CLEAN-UP:

Unless otherwise directed by the Client Agency, Contractor shall:

- a. Clean and remove all leaf debris, twigs, branches and litter from, including but not limited to, planting beds, stone walkways and perimeter fence area and other areas as directed by the Client Agency.
- b. Cut back dead flowers and leaves.
- c. Prune and shape late flowering shrubs.
- d. Rake, blow or sweep all areas to remove fallen leaf debris.
- e. Prune dormant ornamental trees and remove crossing branches, thin interior, and shape exterior.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

5. MULCH:

At the request of the Client Agency, Contractor shall deliver and install new bark mulch in all planting beds as directed by the Client Agency. Contractor shall submit a sample of the bark mulch to the Client Agency for approval prior to installation. The mulch color will be specified in Exhibit B Price Schedule and is inclusive of delivery and installation as directed by the Client Agency.

E. DOCUMENTATION OF WORK PERFORMED:

Unless otherwise directed by the Client Agency, Contractor shall:

- a. Provide a service ticket report to the Client Agency noting arrival time and departure time and description of work performed.
- b. Include in the service ticket the following information including but not limited to: date of service, location of service, arrival time, name of technician(s) performing service, Contractor name and business address and telephone number, description of work performed and departure time.
- c. Ensure to print the service ticket and obtain signatures by the Client Agency and by the Contractor.
- d. Client Agency may withhold payment without a fully executed service ticket.

F. INVOICING REQUIREMENTS:

Contractor shall adhere to all invoicing requirements as directed by the Client Agency.

G. ADDITIONAL TERMS AND CONDITIONS:

1. Contract Separately/Additional Savings Opportunities:

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

2. Subcontractors:

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor must provide the majority of services described in the specifications.

3. Security and/or Property Entrance Policies and Procedures:

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

4. Damage to State and/or Personal Property:

Contractor shall report damage to property within twenty-four (24) hours of occurrence. The damage must be reported in writing to the Client Agency.