

# The Connecticut General Assembly

## Joint Committee on Legislative Management

Martin M. Looney  
*Senate President Pro Tempore*

Bob Duff, *Senate Majority Leader*  
Leonard Fasano, *Senate Republican Leader*

Jim Tamburro  
*Executive Director*



Joe Aresimowicz  
*Speaker of the House*

Matthew Ritter, *House Majority Leader*  
Themis Klarides, *House Republican Leader*

## REQUEST FOR PROPOSAL

### GROUNDS & IRRIGATION SYSTEM MAINTENANCE

**JCLM20REG0012**

**PROPOSAL DUE DATE: FEBRUARY 21, 2019**

**TIME: 12:00 pm (noon)**

**TABLE OF CONTENTS**

**PART A CONTRACT INFORMATION ..... 1**

    A.1 CONNECTICUT GENERAL ASSEMBLY ..... 1

    A.2 OFFICIAL AGENCY CONTACT INFORMATION ..... 1

    A.3 TERM OF CONTRACT ..... 1

    A.4 PROCUREMENT TIMELINE ..... 1

**PART B SCOPE OF WORK ..... 2**

    B.1 PROJECT SCOPE ..... 2

    B.2 WORK SCHEDULE ..... 9

**PART C PAYMENT TERMS ..... 9**

    C.1 COMPENSATION AMOUNT ..... 9

    C.2 INVOICE GUIDELINES ..... 10

    C.3 FIFTEEN DOLLAR MINIMUM ..... 10

**PART D PROPOSAL REQUIREMENTS ..... 11**

    D.1 PROPOSAL SUBMISSION GUIDELINES ..... 11

    D.2 REQUIRED PROPOSAL DOCUMENTATION ..... 11

    D.3 DOCUMENTATION REQUIRED SUBSEQUENT TO CONTRACT AWARD ..... 12

**PART E EVALUATION OF PROPOSALS ..... 14**

    E.1 MANDATORY REQUIREMENTS ..... 14

    E.2 QUALITATIVE ELEMENTS ..... 14

    E.3 PRICE COMPARISON METHODOLOGY ..... 14

    E.4 PRESENTATIONS ..... 14

    E.5 CONTRACT AWARD ..... 14

**ATTACHMENTS**

Attachment A	Pricing Page
Attachment B	Proposal Checklist
Attachment C	Service Wage Rate Schedule
Attachment D	Grounds Site Plan
Attachment E	Irrigation System Site Plan
Attachment F	Current Flower Bed Planting Plans
Attachment G	Ornamental & Turf Insecticide Application Record/Monitoring Report
Attachment H	Integrated Pest Management (IPM) Specifications for Commercial Pest Control Services – Ornamental, Turf, and Arborist
Attachment I	CGA Terms and Conditions

## PART A CONTRACT INFORMATION

---

### A.1 Connecticut General Assembly

The Connecticut General Assembly (CGA) is the legislative branch of government of the State of Connecticut. Through statutory enactments, the Joint Committee on Legislative Management (JCLM) is responsible for the coordination and management of legislative affairs and the supervision and approval of any and all legislative expenditures. The JCLM is comprised of the top legislative leaders from each political party and works through a subcommittee system. The Personnel Policies Subcommittee is comprised of the Senate President Pro Tempore of the Senate, the Senate Republican President Pro Tempore, the Speaker of the House of Representatives, the Majority Leaders of the House and Senate chambers and the Minority leaders of the House chamber. This Subcommittee is responsible for establishing legislative personnel policies, guidelines, regulations, and salary schedules, and also approves legislative expenditures exceeding \$50,000.

### A.2 Official Agency Contact Information

Attention: Eric Crockett  
CGA Contracting Group  
Office of Legislative Management  
Legislative Office Building; Room 5100  
300 Capitol Avenue  
Hartford, CT 06106

CGAContracting@cga.ct.gov  
(860) 240 – 0100

### A.3 Term of Contract

The Contract will be in effect from the date the Contract is executed by both Contractor and the CGA (the "Effective Date") through December 31, 2024, with the option to extend this Contract, upon mutual agreement of both parties, one or more times for a combined total period not to exceed the complete length of the original term.

### A.4 Procurement Timeline

Milestone	Description of Milestone	Date
Issue the RFP	Posted on the DAS State Contracting Portal at <a href="https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2">https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2</a>	January 21, 2020
Pre-Solicitation Meeting	Non-mandatory pre-solicitation meeting will be held.	January 29, 2020   2:00 pm Public Hearing Room 1D
Question Deadline	Questions shall be submitted via email to CGAContracting@cga.ct.gov.	January 31, 2020 12:00 pm (noon)
Answers & Amendments to RFP	All amendments to the RFP and response to written questions will be published on the DAS State Contracting Portal.	February 4, 2020   5:00 pm
Proposal Delivery	All sealed Proposals must be submitted to the CGA Contracting Group at the Office of Legislative Management; Legislative Office Building; 300 Capitol Avenue; Room 5100, Hartford, CT 06106-1591.	February 21, 2020 12:00 pm (noon)

## PART B SCOPE OF WORK

---

### B.1 Project Scope

The Office of Legislative Management on behalf of the Joint Committee on Legislative Management is soliciting proposals for a full service, First Class, grounds and irrigation system maintenance program at the Connecticut State Capitol Facilities. The Connecticut State Capitol Facilities include the State Capitol, Legislative Office Building and Parking Garage, Old State House, and Minuteman Park. The phrase "First Class" means that the grounds and irrigation system must be maintained in the best possible way with the highest degree of workmanship at all times to the satisfaction of the CGA or its designated representative. The following is the anticipated Scope of Work that the CGA expects to include in the contract with the awarded respondent.

#### B.1.1 Exterior Grounds Maintenance Specifications

- (a) Responses shall be based on all areas within the highlighted perimeters of the enclosed site plan (**Attachment D**), including, but not limited to, the grounds of the State Capitol Building, Legislative Office Building, Legislative Parking Garage, Minuteman Park and the Old State House;
- (b) The estimated square footage of the lawn and planting areas to be maintained are as follows:

State Capitol	326,000 square feet
Legislative Office Building and Garage	133,000 square feet
Minuteman Park	35,000 square feet
<u>Old State House</u>	<u>25,000 square feet</u>
<b>Total lawn areas</b>	<b>519,000 square feet</b>

- (c) All responses submitted shall include all labor, materials, tools, equipment, and transportation or services required to complete work herein specified, and/or described in any issued addenda. **Please note that travel time to and from the work site will not be paid under the awarded contract;**
- (d) The awarded respondent shall provide a detailed chronological calendar of landscape maintenance and irrigation activities at the start of the awarded contract for the entire season. The awarded respondent shall also provide a new detailed chronological calendar of landscape maintenance and irrigation activities for each of the subsequent seasons at the beginning of each of the respective seasons;
- (e) The awarded respondent shall handle all arrangements and communications through the CGA. The awarded respondent shall supply an emergency telephone number that can be called twenty-four hours a day, seven days a week, with a one-hour response requirement;
- (f) A supervisor shall be on site whenever the awarded respondent has employees working on the property. The irrigation supervisor shall be onsite when irrigation work is being done and the arborist supervisor shall be on site when the arborist work is being done. All supervisors shall sign in with the State Capitol Police and the CGA prior to starting work, and shall sign out in the same manner when work is finished;
- (g) The awarded respondent shall conduct a weekly walk-through of the property with the CGA.

#### B.1.2 Spring, Fall, and On-Going Cleanup

- (a) Spring Cleanup: The awarded respondent shall complete the spring clean-up by each May 15th. This cleanup shall include at a minimum the removal of winter debris from all grounds and roadways, raking of lawn areas, removal of all dead wood from trees and shrubs, and cleaning and edging of flower beds, sidewalks and mulched areas;
- (b) Fall Cleanup: The awarded respondent shall begin fall cleanup by mid-October and complete it after all the leaves have fallen off the deciduous trees, but no later than December 15th of each year during the contract term. This cleanup shall include at minimum removal of leaves and debris from all lawn and exterior plants and planting areas and edging of sidewalks and flower beds on a monthly basis;
- (c) On-Going Cleanup: The awarded respondent shall maintain all walkways, steps, roadways, parking areas, lawns, planting beds, and outside furniture be free of litter, debris, weeds, leaves, brush, etc., at all times.

#### B.1.3 Lawn Maintenance

Lawns must be maintained in a neat, healthy, weed-free condition with uniform coloring and height throughout the growing season. The awarded respondent must implement best management practices at all times in an effort to maintain turf health and appearance.

- (a) Lawn Mowing
  - i. Lawns must be mowed to a three to four inch (3"- 4") height. The awarded respondent shall mow as often as necessary to maintain this lawn height. Required mowing areas include all lawn areas of the State Capitol, the Legislative Office Building, the Legislative Parking Garage, the Old State House grounds, and Minuteman Park, including the bank locations on either side of the exit and entrance ramps of Interstate

84. Lawn mowing and grass clipping cleanup near walkways, entrances, and benches must not be scheduled during lunch hours (12:00 p.m. - 2:00 p.m.);
- ii. Mowing must be done only when the grass is dry to avoid spreading turf diseases. Mower blades must be maintained with sharp cutting edges to avoid excessive wounding and stress of the grass. Mowed appearance must be smooth and constant with no visible accumulation of grass clippings. Grass clippings must remain on the lawn and allowed to degrade as long as no accumulation of clippings is noticeable. The awarded respondent shall remove grass clippings from walkways, entrances, and driveways;
  - iii. The awarded respondent shall provide thatching services on an as needed basis in consultation with the CGA. A thatch layer up to one-half to three-fourths inches (1/2" - 3/4") thick is considered beneficial. Overdevelopment of thatch can be prevented by reducing fertilizer applications and maintaining proper soil pH. If de-thatching is necessary, it must be done mechanically during the spring or late summer (September) when grasses are actively growing and can recover quicker;
  - iv. Upon need or CGA request, the awarded respondent shall submit to the CGA a written scope of work proposal to reseed or sod lawn areas as required to eliminate bare spots, taking into account the appropriate times and weather conditions. The awarded respondent shall structure the scope of work proposal with a not-to-exceed amount;
  - v. Upon CGA approval and issuance of a signed purchase order, the awarded respondent may schedule reseeding or sodding work with the CGA at a mutually agreeable date and time. Reseeding and sodding are outside of the Base Proposal Services and are billable at the rates under the On-Call Services section of the Proposal Pricing Page (**Attachment A**);
  - vi. The awarded respondent shall provide string trimming of walkways, curbs, planting beds, foundations, trees and shrubs, statues, light poles, parking poles, and other permanent obstacles as often as needed to ensure a neat, manicured appearance;
  - vii. The awarded respondent shall complete edging of all walkways and curb lines on a monthly basis or as often as needed to ensure a neat, manicured appearance;
- (b) Liming of Lawn Areas  
The awarded respondent shall annually lime all lawn areas in the early fall, with eighty to one hundred pounds (80-100 lbs.) of granular high magnesium dolomitic limestone per one thousand (1,000) square feet or Solu-Lime at twelve (12) pounds per one thousand (1,000) square feet. The awarded respondent must avoid late fall applications of lime to reduce the risk of snow mold. Costs to lime the lawn areas shall be included in the Lawn Maintenance costs under Base Proposal Services of the Proposal Pricing Page (**Attachment A**).
- (c) Lawn Fertilization
- i. The awarded respondent shall apply three (3) applications of at least fifty percent (50%) organic granular fertilizer to all lawn areas. Fertilizer must be applied in accordance with manufacturer's directions in the time frames indicated below, with proper weather/soil conditions.
    - A. May 15-June 15: 19-3-7, Pre M Plus Fertilizer (1.15%, 200 lbs. per acre);
    - B. July 1-July 15: 10-3-3, Premium Organic fertilizer (200 lbs. per acre);
    - C. Sept 1-Sept 15: 19-3-7, Pre M Plus Fertilizer, 50% slow release with Nutralene and SCU (200 lbs. per acre);
  - ii. When practicable, organic fertilizers must be used. Otherwise, fertilizer with fifty (50) slow release nitrogen must be used. The awarded respondent shall apply fertilizer no later than October 15th of each year during the contract term;
  - iii. Fertilizer applications must not exceed two to two and a half pounds (2-2½ lbs.) of nitrogen per one thousand (1,000) square feet per year unless soil sample analysis reports indicate a necessity to further amend the soil;
  - iv. Fertilizer application costs shall be included in the Lawn Maintenance costs under Base Proposal Services of the Proposal Pricing Page (**Attachment A**).

#### **B.1.4 Tree & Shrub Maintenance**

The awarded respondent shall maintain all ornamental plants, trees, and shrubs in a healthy, vigorous condition, ensuring their long life and preservation. The awarded respondent shall submit an annual report each spring by May 1<sup>st</sup> of each year during the contract term on the condition of the trees and shrubs, listing changes in condition and outlining all work required and recommended. The awarded respondent shall follow best management practices, per Section (1)(g) of the Integrated Pest Management (IPM) Specifications for Ornamental, Turf, and Arborist (**Attachment H**), for the care and management of all ornamental plantings. The awarded respondent shall select insect- and disease-resistant plant varieties for planting in any formal landscaping areas whenever possible. The awarded respondent shall trim trees and shrubs as needed to maintain a neat appearance.

#### **(a) Pruning**

- i. The awarded respondent must have a Connecticut licensed arborist on staff, or utilize a licensed arborist as a subcontractor, to perform an annual inspection and pruning of trees as required;

- ii. The awarded respondent shall judiciously prune by hand all ornamental plants, trees, and shrubs in accordance with standards of good practice (safety, air movement, sunlight penetration, aesthetics, etc.), intended function, age, species, general health, and location;
  - iii. If any plant is injured or damaged by insects, disease, or weather conditions, the awarded respondent shall utilize proper arboricultural practices to prevent entire destruction of the plant;
  - iv. All pruning must be performed by an individual holding appropriate licenses issued by the State of Connecticut. The awarded respondent shall submit copies of licenses to the CGA prior to the start of any pruning. All individuals performing work shall sign in with the CGA before performing any work;
  - v. The awarded respondent shall prune tree branches twice a year and prune all other plants once a year based on varying schedules dependent upon the species of plant, as prescribed below. Upon CGA request, the awarded respondent shall provide restorative pruning and pruning for safety reasons. The awarded respondent shall remove all dead wood as needed. The awarded respondent shall prune:
    - A. All tree branches below eight (8) feet in May and September;
    - B. All ornamentals branching six (6) feet or lower during the fall months (November);
    - C. Hedges and other miscellaneous evergreen shrubs after flush of growth (end of June to early July);
    - D. Hedges and other miscellaneous evergreen shrubs a second time mid-August to early September. Additional pruning shall be performed during the growing season as required to keep shrubs in a neat appearance;
    - E. Deciduous and evergreen flowering shrubs after flowering;
    - F. Major tree work (removal of trees, excessive storm damage, etc.) requiring specialized equipment to be brought in shall be billed as a separate item above and beyond normal pruning. The awarded respondent shall submit a scope of work proposal for all additional work and equipment per Section B1.13 Equipment and B.1.14 Subcontractors. The scope of work proposal will be reviewed by the CGA and once approved, a purchase order will be issued for that work. No work shall commence without first receiving a signed purchase order for that work.
- (b) Wrapping, Guying, and Staking  
The awarded respondent shall maintain all existing wrapping, guying, and staking as long as necessary and removed wrapping, guying, and staking when trees are established (usually one (1) year after planting).
- (c) Tree, Shrubs, and Plant Fertilization  
The awarded respondent shall fertilize at least once per year in the spring all trees, shrubs, and other miscellaneous plantings, with supplemental feeding as necessary to maintain a healthy vigorous condition. Organic fertilizer formulated with trace elements shall be used. The awarded respondent shall submit a report showing fertilization type and quantity of materials utilized to the CGA within fifteen (15) days after fertilization is complete. Proposed pricing for this fertilization shall be included in the Base Proposal Services for Tree and Shrub Maintenance.

### **B.1.5 Flower Beds and Formal Landscaping**

The awarded respondent shall:

- (a) Maintain all planting beds in a neat condition, free of weeds and other miscellaneous debris at all times and edge beds as necessary to ensure a clean, even line. All plants shall be guaranteed through the growing season and shall be replaced as required at the direction the CGA;
- (b) Follow best management practices for the care and management of all flowerbeds. The awarded respondent shall select insect and disease resistant plant varieties for planting in any flowerbeds whenever possible;
- (c) Maintain all flowerbeds in the best possible fashion for the entire season and edge and weed as often as necessary;
- (d) Visually inspect plants for insect and/or disease infestation prior to planting and reject plants with any infestation to eliminate damage on a large scale;
- (e) Plant plants at the proper depth to avoid plant stress;
- (f) Place shredded native mulch in all tree/shrub and flower bed areas on a monthly or as-needed-to-be replenished basis and at sufficient depth to reduce weed growth and help retain moisture. Mulch placement must provide a buffer area to eliminate mechanical damage that may result from use of string trimmers or mechanical edgers;
- (g) Remove and dispose of dead and dying vegetation from flower beds weekly to prevent spread of disease;
- (h) Rake away leaves from flower beds to prevent accumulation and development of rodent harborage;
- (i) Properly dispose of branches and plant materials at the end of each day that work has been performed;
- (j) Deadhead flowers on a weekly basis;
- (k) Cut perennials back to maintain healthy, bushy growth four (4) times per season;
- (l) Annually, in late fall of each year of the contract term, work with the CGA to prepare a plan for flower bed planting. Respondents should bear in mind when submitting pricing for flower beds and formal landscaping that the annual budget for flower bed planting, including plants and labor, is \$30,000, or to be determined by

the CGA each year. This annual budget is subject to change. Layouts of the current flower bed planting plans are included in **Attachment F**;

- (m) The awarded respondent shall prepare flower beds for planting of the annuals each spring as follows:
- i. Turn the soil over within the bed with a spaded fork and dig to the full depth of the fork, breaking up lumps as digging progresses, removing stones and debris;
  - ii. Cover the soil with two to three inches (2-3") of peat moss, compost, or manure followed by a thin layer of low-nitrogen (5-10-5) fertilizer at a rate of twenty pounds (20 lbs.) per one thousand (1,000) square feet. The awarded respondent shall cover this with a layer of granular limestone at a rate of one hundred pounds (100 lbs.) per one thousand (1,000) square feet and thoroughly mix the soil;
  - iii. Maintain finished bed heights to be the same level as the existing lawn where they are adjacent to a lawn area;
  - iv. Be responsible for any damage to the irrigation system caused during the preparation or maintenance of the beds. Planting beds have irrigation systems within them except for the Capitol south lawn round beds, Capitol east lawn oval bed, Capitol north lawn round beds, and the terrace planters;
  - v. Ensure flowering annuals are healthy, strong-stemmed and free of all insects and disease with evidence of new growth;
  - vi. Maintain plants at a height of eight to twelve inches (8"-12"). The CGA must approve the quality of plants prior to planting. The pot size for main plants must be eight- to ten-inch (8"-10") round pots and the pot size for filler plants must be six- to eight-inch (6"-8") round pots.

#### **B.1.6 Trimming**

- (a) The awarded respondent shall trim foundation plantings and vines at least twelve inches (12") away from the any building to eliminate rodent harborage and access to the building and allow for monitoring of rodent activity;
- (b) The awarded respondent shall maintain walking paths around the Capitol cooling tower and along the retaining wall adjacent to the Legislative Office Building (LOB) loading dock area throughout the growing season to allow access around the perimeter of the cooling tower enclosure.

#### **B.1.7 Vegetation Disposal**

The awarded respondent shall:

- (a) Remove and dispose of dead and dying vegetation from plants and flower beds on a monthly basis to prevent the spread of disease;
- (b) Rake away leaves to prevent accumulation and development of rodent harborage;
- (c) Properly dispose of branches and plant material at the end of each day that work has been performed;
- (d) Routine vegetation disposal costs are to be included in the Flower Beds and Formal Landscaping under the Base Proposal Services section of the Proposal Pricing Page (**Attachment A**). Disposal costs (dump truck hauling fees & dumping fees) will only be billable for cleanup following a severe storm per rates under the On-Call Services section of the Proposal Pricing Page.

#### **B.1.8 Mulching**

The awarded respondent shall:

- (a) Obtain CGA approval of the color and type of mulch prior to installation;
- (b) Properly edge all tree rings and planting beds prior to the installation of mulch materials;
- (c) Completely remove and discard all grass, weeds, and other debris from all tree rings and planting beds prior to installation of mulch material;
- (d) Turn over with a rake or fork and level all existing mulch in the mulched areas prior to installation of new mulch;
- (e) Rake back away existing mulch from the base of the tree/shrubs prior to installation of new mulch;
- (f) Supply and install a quantity of approximately four hundred (400) cubic yards of shredded native mulch on an annual basis during the contract term, which should allow for a depth of mulch in the amount of three inches (3") throughout the mulched areas. For the purposes of this Request for Proposal, all respondents shall provide a price for four hundred (400) cubic yards of shredded native mulch (natural in color). The cost and amount of this mulch, including installation, shall be specified on the Proposal Pricing Page (**Attachment A**). Upon delivery and installation of the native mulch, the CGA shall measure the depth on the mulch in multiple areas to ensure required depth. The awarded respondent shall bill for the actual quantity of mulch used;
- (g) Place additional mulch in all garden areas and around individual trees and shrubs and replenish as necessary on a monthly basis;
- (h) Place mulch materials at sufficient depth to reduce weed growth and help retain moisture and to provide a buffer area to eliminate mechanical damage which may result from the use of string trimmers or mechanical edging equipment;
- (i) Spread mulch evenly throughout planting areas and throughout tree rings.

### **B.1.9 Irrigation System, Maintenance, & Repair Services**

- (a) The State Capitol Facilities installed irrigation systems consist of the following:
- i. Capitol: One (1) system with two (2) time clocks;
  - ii. Legislative Office Building: One (1) system with one (1) time clock;
  - iii. Minuteman Park: One (1) system with one (1) time clock; and
  - iv. Old State House: One (1) system with one (1) time clock.
- (b) The awarded respondent shall furnish all labor, materials, and equipment required to meet the requirements and perform the following services for the operation and maintenance of these irrigation systems:
- i. Perform a spring start-up of each of the systems, as follows:
    - A. Complete the spring start-up of the irrigation system prior to April 30th of each year during the contract term;
    - B. Fill all systems properly to prevent damage from water hammer;
    - C. Program the controller for all properties to properly water all zones;
    - D. Observe each sprinkler head and make adjustments as required;
    - E. Ensure that all heads are performing as designed and that there is proper irrigation coverage of areas intended to be watered, making adjustments throughout the season as necessary. Watering of sidewalks, curb lines and road surfaces must be avoided;
    - F. Inspect each of the systems for leaks and/or other mechanical problems;
    - G. Report all problems found and the corrective actions required to the CGA;
    - H. Correct and repair problems found within one (1) week after a purchase order has been issued for the required repairs; and
    - I. Ensure that a licensed irrigation specialist is completing start-up of all systems.
  - ii. Perform a fall shutdown and winterization of the systems, as follows:
    - A. Complete the fall shutdown and winterization of the irrigation systems prior to October 15th of each year during the contract term;
    - B. Turn off the system and shutdown controllers for all systems;
    - C. Blow out the system zone by zone using compressed air to prevent possible damage due to water freezing in the pipes;
    - D. Ensure that a licensed irrigation specialist is completing winterization of all systems.
  - iii. Perform back-flow prevention testing as follows:
    - A. Perform a test of four (4) back flow prevention devices annually. A certified back flow prevention device tester shall perform this test and shall maintain records of the test;
    - B. Submit copies of the required test forms to the CGA prior to July 15th each year for the CGA to submit to the Metropolitan District of Hartford, Connecticut; and
    - C. Promptly restore to proper operating condition any malfunctioning device.
  - iv. Provide periodic maintenance of the system on an on-call basis, as follows:
    - A. Perform on-call maintenance on the system per CGA request on a time-and materials basis. Hourly labor rates and materials shall be specified in the Proposal Pricing Page (**Attachment A**);
    - B. Ensure that all replacement/repair material costs are pre-approved by the CGA prior to installation. The awarded respondent shall submit a scope of work proposal for all additional work. The CGA will review scope of work proposal, and once approved, the CGA will issue a purchase order for that work. No work shall commence without first receiving a signed purchase order for that work with the exception of emergency work that will have an adverse effect on the lawn if not completed (as determined in the CGA's sole discretion); and
    - C. Ensure that a licensed irrigation specialist makes all repairs or performs maintenance of all systems;
- (c) A Connecticut-licensed irrigation specialist shall complete all irrigation inspections, maintenance, and repairs. The awarded respondent shall submit copies of irrigation licenses to the CGA prior to work being performed;
- (d) Licensed individuals shall sign in with the State Capitol Police and the CGA prior to performing any inspections, maintenance, and/or repairs;
- (e) All lawn areas, with the exception of those areas north and east of the parking garage, are covered by an irrigation system (See **Attachment E**). The awarded respondent shall be responsible for monitoring the effectiveness of the watering schedule to provide for proper and adequate amounts of water to lawn areas, either through irrigation or natural rainfall.

### **B.1.10 Integrated Pest Management Program and Inspections**

- (a) The awarded respondent shall work with the CGA to develop and follow a State of Connecticut compliant Integrated Pest Management (IPM) Program to reduce the amounts of insecticides applied by using alternate methods of pest control. Respondents shall refer to **Attachment H** for detailed IPM Specifications;



- (b) Within ten (10) working days of a CGA request, the awarded respondent shall conduct a thorough initial inspection of the entire site to identify problem areas and any equipment, landscape features, or management practices that are contributing to pest infestations. The awarded respondent shall collect and send in soil samples for analysis to determine the need for any soil amendments necessary to correct pH and/or fertility. A certified commercial supervisory applicator employed by the awarded respondent shall conduct the initial inspection;
- (c) Prior to beginning service, the awarded respondent shall submit to the CGA a written Integrated Pest Management Program for the site **within ten (10) working days following the initial inspection**. Upon receipt of the IPM Program, the CGA shall render a decision regarding its acceptability **within ten (10) working days**. If the CGA disapproves or finds aspects of the IPM Program to be incomplete, the awarded respondent shall have **five (5) working days** to submit revisions. Upon CGA approval, the awarded respondent shall initiate services outlined in the awarded contract;
- (d) The awarded respondent shall perform monthly site inspections to identify areas of pest infestation (weed, insect, and disease) on the complex grounds and recommend corrective measures. A written inspection report shall be submitted monthly to the CGA via the IPM Monitoring Report included in **Attachment G**. The awarded respondent shall record all pest problem areas and written recommendations for structural, sanitary, or procedural modifications on "Ornamental & Turf Insecticide Application Record/Monitoring Report" forms (**Attachment G**) or a substantially similar form. These forms shall be kept in a file that will be maintained by the CGA;
- (e) The awarded respondent's IPM Program must 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 insecticides, as described in the IPM Specifications for Ornamental, Turf and Arborist (**Attachment H**);
- (f) The awarded respondent shall test lawn soil and grass areas as identified by the CGA prior to the application of any fertilizer;
- (g) Insecticides may be used as a tool to maintain pest populations at or below an acceptable level while maintaining plant health and aesthetic quality. However, insecticides should not be applied on a routine basis;
- (h) The selection of insecticides 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 insecticides will be used;
- (i) Proper implementation of the IPM program will reduce the volume, toxicity, and frequency of application of insecticides 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;
- (j) Prior to the application of any insecticides, the awarded respondent shall recommend corrective measures in writing to CGA specifying action that should be taken (e.g., correct drainage/runoff problems);
- (k) The awarded respondent shall provide only individuals who are licensed by the State of Connecticut to perform the approved pest control services. The awarded respondent shall provide a copy of the license for these individuals to the CGA with the proposal;
- (l) The awarded respondent's supervisors shall monitor/scout the grounds with the CGA at least once a month from April through October to ensure that the level of service being provided is First Class. Additional monitoring may be required during peak periods (June through August) to monitor for weeds and diseases;
- (m) The awarded respondent shall submit material safety data sheets, quantities, samples, and/or labels of all materials used in the treatment or maintenance of lawn areas, planted material, and grounds to the CGA for approval prior to use;
- (n) The chemical applications used must have the lowest toxicity necessary to keep the lawns, planting beds, trees, and shrubs insect and disease free. The awarded respondent shall comply with all manufacturer directions and precautions as well as applicable certifications, and city, state, and federal regulations;
- (o) The awarded respondent shall perform fertilization and chemical applications during afternoons on pre-approved days. Work must be pre-approved by the CGA. Immediately after any application, the awarded respondent shall submit written documentation to the CGA outlining the type and areas of application and recommendations/concerns in reference to the treated areas;
- (p) The awarded respondent shall notify the CGA a minimum of forty-eight (48) hours prior to the application of any chemical treatment. The CGA will verify that the areas to be treated are not scheduled to be used and will either approve or disapprove the application schedule;
- (q) The awarded respondent shall be responsible for all clean-up of driveways, walkways, entrances, etc., where any applications have drifted onto those surfaces.

#### **B.1.11 Turf Insects**

- (a) The awarded respondent shall perform a monthly visual inspection of the lawn areas from April through September to monitor for evidence of chinch bugs, sod webworms, bill bug, and/or other destructive turf pests. The awarded respondent shall limit applications of insecticide to turf areas to preserve populations of beneficial

insects and nematodes. The awarded respondent shall consider insecticide application only if there is an elevated level of harmful pests. The awarded respondent shall apply insecticide in accordance with manufacturer's directions and with proper weather/soil conditions;

- (b) The awarded respondent shall manage insect control (of surface feeders and grubs) by using Dylox granular (or an approved equivalent such as Merit) at three pounds (3 lbs.) per one thousand (1,000) square feet. The awarded respondent shall only apply this material just before or during substantial rainfall (where at least a half-inch (1/2") is anticipated);
- (c) Prior to any insecticide application, the awarded respondent shall submit to the CGA a written scope of work proposal for application. This scope of work proposal shall be structured with a not-to-exceed amount. Upon CGA approval and a signed purchase order, the application may be scheduled with the CGA;
- (d) Application may then be completed at a mutually agreeable date and time. Rates for insecticide applications and insecticide materials will be billable per pricing outlined on the Proposal Pricing Page (**Attachment A**).

#### **B.1.12 Weed Control**

- (a) The awarded respondent shall only apply broadleaf herbicides when weed species have invaded greater than twenty-five percent (25%) of the turf area. The awarded respondent shall perform spot applications to small areas on an as-needed basis. Some weed growth is anticipated and will be tolerated to some degree;
- (b) The awarded respondent shall apply herbicides and fungicides in accordance with manufacturer's directions and proper weather/soil conditions. Prior to any herbicide or fungicide application, the awarded respondent shall submit to the CGA a written scope of work proposal. The awarded respondent shall structure this scope of work proposal with a not-to-exceed amount. Upon CGA approval and issuance of a signed purchase order, the awarded respondent shall schedule the application with the CGA for a mutually agreeable date and time;
- (c) Rates for herbicide and fungicide applications and associated materials will be billable per pricing outlined on the Proposal Pricing Page (**Attachment A**);
- (d) The awarded respondent shall manage herbicides by applying "Confront" (or an approved equivalent) at two (2) pints per acre in Mid-May and/or Mid-August;
- (e) The awarded respondent shall manage fungicide application to be both site- and pathogenic-specific by using Chipco 26019 (or an approved equivalent) at three (3) ounces per one thousand (1,000) square feet per manufacturer's instructions.

#### **B.1.13 Tree, Shrub, & Plant Insecticides & Disease Treatments**

- (a) Routine inspections of all trees, shrubs, and miscellaneous plant material shall occur on a monthly basis. The awarded respondent shall submit written reports to the CGA that outline any problems and recommended treatment, or, in the alternative, that outline that there are no issues that require corrective actions. All tree, shrub, and plant spraying shall be performed on an as-needed basis as part of the awarded contract;
- (b) Prior to any insecticide application, the awarded respondent shall submit to the CGA a written scope of work proposal for application. The awarded respondent shall structure this scope of work proposal with a not-to-exceed amount. Upon CGA approval and issuance of a signed purchase order, the awarded respondent shall schedule the application with the CGA for a mutually agreeable date and time. Rates for insecticide applications and insecticide materials will be billable per pricing outlined on the Proposal Pricing Page (**Attachment A**).

#### **B.1.14 Replacements and Guarantees**

- (a) The awarded respondent shall replace and/or add new trees, shrubs, and other miscellaneous plantings upon CGA or based on need throughout the contract term. Plantings will be billed at the wholesale price paid by the awarded respondent (as evidenced by wholesaler's invoice) plus the proposed materials markup in the Proposal Pricing Page (**Attachment A**). The labor will be billable per rates outlined in the Proposal Pricing Page (**Attachment A**). The awarded respondent shall submit a written proposal for CGA approval prior to any work being performed. The CGA reserves the right to obtain additional quotes;
- (b) The awarded respondent shall guarantee for a period of one (1) year all living plants, trees, and shrubs purchased and planted on the CGA's property. This guarantee will provide for the replacement of the same or similar plant, tree, or shrub per CGA approval and for any necessary labor;
- (c) The awarded respondent shall guarantee all materials and workmanship under the Contract for a period of one (1) year from the date of final acceptance by the CGA. During this guarantee period, the awarded respondent shall immediately correct or replace all defects developing through faulty equipment, materials, or workmanship without expense to and to the satisfaction of the CGA.

#### **B.1.15 Equipment**

The awarded respondent shall provide and maintain at its own expense all items of equipment and tools necessary to perform grounds maintenance, including substitutes and replacements. All such equipment shall be maintained

in good working order and stored off-site from the State Capitol Facilities. The pricing listed on the Proposal Pricing Page (**Attachment A**) for the Base Proposal Services shall include the use of all necessary equipment and if applicable, licenses and licensed operators to use such equipment.

For on-call services, each respondent shall provide pricing for the equipment listed on the Proposal Pricing Page (**Attachment A**). No markup is permitted on the equipment prices quoted for on-call services. If applicable, licenses and licensed operators to use such equipment must be incorporated into the pricing.

For on-call services in which the awarded respondent needs to procure rental equipment, the awarded respondent shall submit to the CGA a proposal with pricing within hourly equipment rental rate range listed on the Proposal Pricing Page with an additional with a five percent (5%) markup permitted, description of equipment provided, proposed service dates and hours, and supporting documentation to verify rental rates. Upon CGA approval and issuance of a signed purchase order, the awarded respondent may proceed to procure the rental equipment. If the rental equipment requires a licensed operator not on the awarded respondent's staff, the respondent must obtain CGA approval for the subcontractor per Section B.1.16.

**B.1.16 Subcontractors:**

The awarded respondent must submit a written proposal to and obtain written approval from the CGA for any proposed work that will include subcontractors. The awarded respondent shall assume responsibility for all services of the subcontractor. The awarded respondent shall be the sole point of contact with regards to all matters, including Subcontractor performance. The awarded respondent shall ensure the subcontractor complies with all specifications, applicable licensing requirements, appropriate insurance requirements, and submission of certified payrolls when applicable.

**B.1.17 Overtime**

Normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, state holidays excluded. The Contractor must submit a written proposal to and obtain written approval from the CGA for any work scheduled outside normal business hours. Overtime rates for non-base proposal labor will be adjusted to an increase of one and a half times each position's service wage rate. Overtime rates will have no effect on the Contractor's Premium.

**B.2 Work Schedule**

All respondents shall provide a tentative project schedule that outlines the start time and the duration of the project in their Bid response. Upon contract award, the awarded respondent will be expected to submit a revised project schedule. The awarded respondent will also be expected to revise the project schedule if dates shift throughout the course of the project and document the reasons for the change in schedule. Also, work should not be performed when temperatures or other weather conditions do not meet the product manufacturers' recommendations on use. The final work schedule shall be approved by the CGA and the State Capitol Police in advance of work in any given location. Public business hours of the State Capitol are from 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded.

**PART C PAYMENT TERMS**

---

**C.1 Compensation Amount**

Proposals shall reflect all costs and any payment discounts on the Pricing Page included in this RFP. (**Attachment A**)

There shall be no reimbursement for travel and/or travel-related expenses. Any other expense reimbursements shall be supported by detailed paid receipts for charges incurred prior to payments being made by the CGA. Credit card slips or statements are not acceptable. All costs of licensing, permits, consumable materials, and, shipping shall be included in the Pricing provided in response to this RFP. No additional compensation will be made to the awarded respondent for licensing, permits, consumable materials, and, shipping.

**C.1.1 Service Wage Project**

This is considered a service wage project. All Proposals shall incorporate the service wage rates as indicated on the Certified Payrolls Form.

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or

worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. C.G.S. § (a) 31-53.

## **C.2 Invoice Guidelines**

### **C.2.1 Properly Prepared Invoice**

A properly prepared invoice shall include:

- (a) The purchase order number;
- (b) Invoice date;
- (c) Invoice number;
- (d) Separate invoice line for labor, materials, and equipment & supporting documentation;
- (e) Description of the service provided, the services dates, and times; and
- (f) All invoices shall reflect the lines on the signed purchase order.

The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above.

### **C.2.2 Support for Hourly Labor Charges**

Hourly Labor charges shall be supported as follows:

- (a) Copies of signed work tickets (the number of hours and days worked should match those on the certified payrolls and the invoice);
- (b) Copies of building maintenance contractor's sign-in sheets (should match both payrolls and work tickets);
- (c) Copies of certified payrolls including Classification of worker, as well as wage and benefit rate; <http://www.ctdol.state.ct.us/wgwkstnd/forms/payrollcert1.pdf>;
- (d) Contractor Wage Certification Forms. <http://www.ctdol.state.ct.us/wgwkstnd/forms/contractwage.pdf>;
- (e) No reimbursements shall be made for travel or travel related expenses;

### **C.2.3 Support for Fixed Price Labor Charges**

Copies of signed work tickets (the number of hours and days worked should match those on the certified payrolls and the invoice);

- (a) Copies of building maintenance contractor's sign-in sheets (should match both payrolls and work tickets);
- (b) Copies of certified payrolls including Classification of worker, as well as wage and benefit rate;
- (c) Description of work and service dates.

### **C.2.4 Support for Materials Charges**

All charges on invoices for material charges shall be broken down between list price and cost plus markup. Supported shall accompany the invoice establishing the list price.

### **C.2.5 Support for Equipment Charges**

Equipment charges shall be supported by a breakdown of cost or a statement that the equipment is owned by the company as to establish the list price. The invoice must include the list price and the calculation of the markup on that equipment to arrive at the charge on the invoice.

### **C.2.9 Frequency of Billing**

Invoices shall be submitted on a monthly basis.

### **C.2.10 Payment Terms**

Payments for Goods and Services shall be made only after the CGA receives and accepts that equipment and/or services and after it receives a properly completed invoice. Payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/ or Services (in arrears) in accordance with Conn. Gen. Stat. §4a-71 or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g.

## **C.3 Fifteen Dollar Minimum**

Pursuant to C.G.S. 2-71p(i), "Each contract for contractual services entered into by the committee on and after July 1, 2015, shall require the contractor awarded such contract, and each subcontractor of such contractor, to pay each of the contractor's or subcontractor's employees providing services under such contract, and that are performed or rendered at the Legislative Office Building or the State Capitol, a wage of at least (1) fifteen dollars per hour, or (2) if applicable, the amount required to be paid under subsection (b) of section 31-57f, whichever is greater. The provisions of this subsection shall not apply to any employee providing services under such contract who receives services from the Department of Developmental Services."

## PART D PROPOSAL REQUIREMENTS

---

### D.1 Proposal Submission Guidelines

Respondents shall submit proposals in accordance with the following guidelines:

#### D.1.1 Proposal Form

Respondents shall submit the one original copy of the proposal and one electronic copy of the proposal on a CD, DVD or USB flash drive in a SEALED shipping box or envelope. The electronic version of the proposal can be submitted in Portable Document Format (.pdf) and or Microsoft Word format;

#### D.1.2 Mailing Address

Proposals shall be mailed to the following address:

Contracting Group  
Office of Legislative Management  
Legislative Office Building, Room 5100  
300 Capitol Avenue  
Hartford, Connecticut 06106

#### D.1.3 Labeled Proposals

Respondents shall affix the following label to the outside of the shipping box or envelope;

<b>SEALED PROPOSAL TITLE - REQUEST FOR PROPOSAL</b>	Grounds & Irrigation System Maintenance
<b>CONTRACT ID:</b>	JCLM20REG0012
<b>DEADLINE FOR RECEIPT:</b>	February 21, 2019   12:00 PM (NOON)
<b>CONTACT NAME:</b>	Eric Crockett

### D.2 Required Proposal Documentation

Respondents shall submit the following documentation in the following order and format. The CGA reserves the right to disqualify any Proposal which does not include the following documentation.

#### D.2.1 Experience and Knowledge

(a) Respondent Experience and Knowledge:

- i. Size of firm (number of employees);
- ii. Years in business;
- iii. Principal Place of Business;
- iv. Demonstrate that respondent can meet requirements listed in Section B above.

(b) Reference Projects:

- i. Name, title, address and telephone number of reference;
- ii. Description of project;
- iii. Duration of project;
- iv. Total Project Cost;

(c) Individual Experience and Knowledge:

- i. Name and title of personnel assigned to the project;
- ii. Evidence of five years of experience with projects similar to that described in this RFP;
- iii. Resumes OR Educational qualifications including professional association memberships;
- iv. Reference projects for each individual listed in this section (same format as listed above) along
- v. with contact information;
- vi. Demonstrate that individuals assigned to work on this project by the respondent can meet
- vii. The requirements listed in Section B above.

(d) Subcontractor Experience and Knowledge:

- i. List of Subcontractors to be used to perform work;

- ii. Description of the services to be provided by each Subcontractor;
- iii. Description of Subcontractor
  - (A) Size of firm (number of employees);
  - (B) Years in business;
  - (C) Principal Place of Business;
- iv. Subcontractor's experience with projects similar to that described in this RFP;
- v. Reference projects for each individual listed in this section (same format as listed above) along
- vi. with contact information;

#### **D.2.2 Pricing Page**

All respondents **SHALL** include a completed Pricing Page in the Proposals; (**Attachment A**)

#### **D.2.3 Terms and Conditions Acknowledgement**

All respondents shall acknowledge that the CGA Terms and Conditions included in this RFP in **Attachment I** will be included in the awarded contract. Any exceptions to the CGA Terms and Conditions shall be included in the proposal.

#### **D.2.4 Forms**

Respondents shall complete and submit the following forms along with the electronic copy of the proposal only. The forms listed below include links to the fillable forms which can be completed and submitted electronically.

[Proof of Authorization](#)

[Certification Form](#)

[CHRO Contract Compliance Monitoring Report](#)

[Vendor Profile](#)

[W-9 Form](#)

[Notice of Campaign Contribution and Solicitation Limitations Form](#)

[Iran Certification Form](#)

#### **D.2.5 Tentative Work Plan and Schedule**

Proposals shall include a tentative work plan and schedule that addresses the proposed project scope and timetable outlined in this document. This plan must not hinder the normal operation and use of the Capitol;

#### **D.2.6 Materials and Products**

List of materials and products to be used during the project;

#### **D.2.7 Approach and Methodology**

The respondent must submit a proposed approach and methodology statement that meets the objectives outlined above;

#### **D.2.8 Confidential Information**

The respondent shall clearly specify which information contained in the Proposal response is respondent Information and therefore should be considered exempt by the CGA from disclosure under the Freedom of Information Act (FOIA). The respondent may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the respondent believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the respondent that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA.

#### **D.2.9 Exceptions**

The respondent shall clearly indicate all exceptions to the specifications, terms and/or conditions of the Request for Solicitation.

### **D.3 Documentation Required Subsequent to Contract Award**

The following shall be provided subsequent to the Contract award.

#### **D.3.1 Insurance Certificate**

Please see minimum required levels listed in the Terms and Conditions section of this RFP. The awarded respondent

must name the State of CT/CT General Assembly as an additional insured;

### **D.3.2 Nondiscrimination Certification**

Public Act 11-55 and Public Act 11-229 have amended the nondiscrimination provisions of the Connecticut General Statutes to add gender identity or expression to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of an affidavit or resolution. Accordingly, this form is a certification that the successful Contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the CGA's executing the Contract, unless the Contractor is exempt from this statutory requirement, in which case the Contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities;

Please refer to the following guidelines when completing the Nondiscrimination Certification:

- **Form A. Representation:** For use by an [individual](#) when entering into any Contract, [regardless of Contract value](#).
- **Form B. Representation:** For use by an [entity](#) when entering into any Contract valued at [less than \\$50,000](#) for any year of the Contract.
- **Form C. Affidavit:** For use by an [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the **Contract and** the entity certifies through an [affidavit](#) that a complying nondiscrimination policy is currently in place.
- **Form D. New Resolution:** For use by a [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the Contract **and** the entity has a complying nondiscrimination policy adopted by a [new resolution](#) of the board of directors, shareholders, managers, members, or other governing body.
- **Form E. Prior Resolution:** For use by a [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the Contract **and** the entity has a complying nondiscrimination policy adopted by a [prior resolution](#) of the board of directors, shareholders, managers, members, or other governing body.

### **D.3.3 Performance Bond**

A performance bond for the total amount of the Contract award. The awarded respondent shall furnish a performance bond for the protection of the CGA in accordance with Section 49-41 (b) of the Connecticut General Statutes in an amount equal to the total Proposal amount within fifteen (15) days of notification of award and prior to the execution of the Contract;

### **D.3.4 Labor and Materials Bond**

The awarded respondent shall furnish a labor and materials bond for the protection of the CGA in accordance with Section 49-41 (a) of the Connecticut General Statutes in an amount equal to the total Proposal amount within fifteen (15) days of notification of award and prior to the execution of the Contract;

### **D.3.5 Gift and Campaign Contribution Ban Acknowledgement Form**

The awarded respondent shall complete and submit this form pursuant to Public Act 07-1 and C.G.S. §4-252 as a condition precedent to the execution of the Contract;

### **D.3.6 Financial Statements**

Upon CGA request and prior to contract execution, the awarded respondents shall:

- (a) Submit two years of the most recent financial statements;
- (b) Provide a business plan including a preform financial statements for the business entity and the impact of the proposed services (balance sheet, income statement and statement of cash flow), along with a detailed line operating budget for the proposed services noted in the RFP; and
- (c) Provide a listing by percentage of your top ten revenue customers as a percentage of total revenues.

## PART E EVALUATION OF PROPOSALS

---

### E.1 Mandatory Requirements

Prior to submitting a Proposal, each respondent shall examine the RFP and may visit the site of the work. Each respondent shall fully inform themselves prior to submitting the Proposal as to the existing conditions and limitations under which the work is to be performed, and shall include in the Proposal a sum to cover the cost of items necessary to perform the work as set forth in this RFP. No allowance will be made to a respondent because of lack of such examination or knowledge. The submission of a Proposal will be considered conclusive evidence that the respondent has made such an examination.

CGA will determine if Proposals include all the mandatory requirements and are complete submissions. The CGA has the sole discretion to decide if Proposals are nonresponsive to this RFP.

### E.2 Qualitative Elements

Once it is determined that the Proposal(s) are complete submissions, the Proposal will be given to the Evaluation Committee for review. The following factors will be scored by the Evaluation Committee. Each factor will be scored using a scale of 1 through 5. The individual ratings for each member of the Evaluation Committee will be combined and averaged and then multiplied by pre-set criteria weights.

Evaluation Criteria	
1	Price
2	Demonstrated ability to accomplish the work described in the Scope of Work section of this RFP
3	Applicable professional experience and references of business entity (including past performance onsite, if applicable)
4	Applicable professional experience and references of individuals
5	Overall approach to grounds maintenance
	TOTAL

### E.3 Price Comparison Methodology

Proposals will be compared based on the evaluation criteria listed above.

### E.4 Presentations

After review of the proposals by the evaluation committee, the CGA may schedule times for some or all respondents to make presentations. During these presentations, the respondent(s) may be asked to provide an overview of their written proposal, answer questions and/or provide clarifications.

### E.5 Contract Award

All respondents will be notified of the contract award once approved by the Legislative Leaders. The CGA will send letters to all respondents indicating the proposal selected for contract award.



**PRICING PAGE**

**Contract Title:** Grounds & Irrigation Maintenance  
**Contract Number:** JCLM20REG0012

**Compensation**

<b><u>BASE PROPOSAL SERVICES</u></b>	<b><u>COST</u></b>
1. Spring Cleanup	\$ _____ / year
2. Fall Cleanup	\$ _____ / year
3. On-Going Cleanup	\$ _____ / year
4. Lawn Maintenance (including Lawn Mowing, Liming, and Fertilization)	\$ _____ / year
5. Tree and Shrub Maintenance (including Pruning; Wrapping, Guying, and Staking; and Fertilization)	\$ _____ / year
6. Flower Beds and Formal Landscaping (including Trimming and Vegetation Disposal)	\$ _____ / year
7. Mulching	400 yards at \$ _____ / yard = \$ _____ / year
8. Irrigation Spring Startup	\$ _____ / year
9. Irrigation Fall Shutdown	\$ _____ / year
10. Irrigation System Back-Flow Prevention Testing	\$ _____ / year
<b>TOTAL PER YEAR</b>	\$ _____ / year
<b>ANNUAL ESCALATION % FOR BASE PROPOSAL SERVICES</b>	_____ %
<b><u>ON-CALL SERVICES</u></b>	<b><u>COST</u></b>
1. Herbicide Application (Lawn Areas)	\$ _____ / sq. ft.
2. Fungicide Application (Lawn Areas)	\$ _____ / sq. ft.
3. Insecticide Application (Lawn Areas)	\$ _____ / sq. ft.
4. Provide Topsoil and Spread to Finish Grade	\$ _____ / sq. yards
5. Spread Grass Seed and shredded straw for new lawn areas	\$ _____ / sq. ft.
6. Prepare area and install sod	\$ _____ / sq. ft.
7. Dump Truck (Hauling fees)	\$ _____ / hour
8. Bob Cat	\$ _____ / hour
9. Dumping Fees	\$ _____ / hour
10. Bucket Truck	\$ _____ / hour
11. Wood Chipper Truck	\$ _____ / hour
12. Air Compressor	\$ _____ / hour
13. List below any other on-call services and their associated unit pricing:	\$ _____ / _____
<b>HOURLY EQUIPMENT RENTAL RATE RANGE</b>	\$ _____ / hour - \$ _____ / hour
<b>MATERIALS MARKUP PERCENTAGE</b>	_____ %

<u>Non-Base Proposal Labor</u>	<u>Hire Date</u>	<u>Service Wage Classification</u>	<u>Service Wage Rate* (Minimum Hourly Rate + Benefit Rate)</u>	<u>Contractor's Premium</u>	<u>Total Per Hour Cost</u>
Grounds Maintenance Laborer	Hired Prior 7/1/09	Janitor	\$ 23.31 / hr.	\$ / hr.	\$ / hr.
Grounds Maintenance Laborer Supervisor	Hired Prior 7/1/09	Janitor	\$ 23.31 / hr.	\$ / hr.	\$ / hr.
Licensed Arborist	Hired Prior 7/1/09	Janitor	\$ 23.31 / hr.	\$ / hr.	\$ / hr.
Licensed Arborist Supervisor	Hired Prior 7/1/09	Janitor	\$ 23.31 / hr.	\$ / hr.	\$ / hr.
Licensed Irrigation Specialist	Hired Prior 7/1/09	Janitor	\$ 23.31 / hr.	\$ / hr.	\$ / hr.
Licensed Irrigation Specialist Supervisor	Hired Prior 7/1/09	Janitor	\$ 23.31 / hr.	\$ / hr.	\$ / hr.
Grounds Maintenance Laborer	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ / hr.	\$ / hr.
Grounds Maintenance Laborer Supervisor	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ / hr.	\$ / hr.
Licensed Arborist	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ / hr.	\$ / hr.
Licensed Arborist Supervisor	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ / hr.	\$ / hr.
Licensed Irrigation Specialist	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ / hr.	\$ / hr.
Licensed Irrigation Specialist Supervisor	Hired After 7/1/09	Cleaner, Heavy (Hired After 7/1/09)	\$ 24.26 / hr.	\$ / hr.	\$ / hr.

In the case of an adjustment to the service wage rates by the Department of Labor, only the Service Wage Rate (including benefits) will be adjusted, not the Contractor's Premium. Service Wage Rates listed are effective as of January 1, 2020. In the case of overtime rates, only the Service Wage Rate will be adjusted to time and a half, not the Contractor's Premium.

**The Payment Schedule shall be as follows:**

Season	Month	Payment		Season	Month	Payment		Season	Month	Payment
2020	April	\$		2022	April	\$		2024	April	\$
	May	\$			May	\$			May	\$
	June	\$			June	\$			June	\$
	July	\$			July	\$			July	\$
	August	\$			August	\$			August	\$
	September	\$			September	\$			September	\$
	October	\$			October	\$			October	\$
	November	\$			November	\$			November	\$
2021	April	\$		2023	April	\$		2025	April	\$
	May	\$			May	\$			May	\$
	June	\$			June	\$			June	\$
	July	\$			July	\$			July	\$
	August	\$			August	\$			August	\$
	September	\$			September	\$			September	\$
	October	\$			October	\$			October	\$
	November	\$			November	\$			November	\$

**Payment Terms**

Standard payment terms are net 45 days.

Please indicate any early payment discount terms:  % Discount,  Days.

Please indicate if you are a Connecticut SBE/MBE: MBE  SBE

**The undersigned agrees to furnish all services and/or commodities to the CT General Assembly as described in Contract at the prices listed above.**

Company Name:			
Company Address:			
Signature:		Date:	
Name (Printed):		Title:	
Email:		FEIN#:	
Office Phone #:		Cell Phone:#	

**PROPOSAL CHECKLIST**

**Contract Title:** Grounds & Irrigation Maintenance  
**Contract Number:** JCLM20REG0012

PROPOSAL FORMAT	PROPOSAL PAGE
Respondent Experience and Knowledge	
Reference Projects	
Individual Experience and Knowledge	
Subcontractor Experience and Knowledge	
Pricing Page	
Terms and Conditions Acknowledgement	
Forms	
Tentative Work Plan and Schedule	
Materials and Products	
Approach and Methodology	
Confidential Information	
Exceptions	
Financial Statements	
Bid Bond	

**SERVICE WAGE RATES**

**Contract Title:** Grounds & Irrigation Maintenance  
**Contract Number:** JCLM20REG0012

Project: Grounds & Irrigation System Maintenance- JCLM20REG0012

**Standard Wage Rates Determination  
for Certain Service Workers**

S 26719

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f, as amended by Public Act 09-183 the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus benefit rate to cover the cost of any health, welfare, and retirement plans.

Project Number: \_\_\_\_\_ Town: Hartford

Project: Grounds & Irrigation System Maintenance- JCLM20REG0012

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$11.51	3.45
Baker	\$14.94	4.49
Bartender	\$11.00	3.30
Boiler Tender	\$29.56	8.86
Carpenter, Maintenance	\$26.52	7.95
Cashier	\$11.45	3.43
Cleaner, Heavy** Hired after July 1, 2009	\$16.70	7.25 + a
Cleaner, Light** Hired after July 1, 2009	\$16.40	7.25 + a
Cleaner, Vehicles	\$13.18	3.95
Cook I	\$18.88	5.66

*As of:* Wednesday, November 20, 2019

Project: Grounds & Irrigation System Maintenance- JCLM20REG0012

Cook II	\$20.42	6.12
Counter Attendant	\$11.51	3.45
Dishwasher	\$11.44	3.43
Dry Cleaner	\$13.34	4.00
Electrician, Maintenance	\$27.31	8.19
Elevator Operator	\$15.75	4.72
Fast Food Shift Leader	\$11.50	3.45
Fast Food Worker	\$11.00	3.30
Food Service Worker	\$12.15	3.64
Furniture Handler ~ Hired prior to July 1, 2009	\$16.51	7.25 + a
Furniture Handler**Hired after July 1, 2009	\$16.80	7.25 + a
Gardner	\$18.83	5.64
General Maintenance Worker	\$21.95	6.58
Guard I	\$15.59	4.68
Guard II	\$20.85	6.26
HVAC	\$29.72	8.91

*As of:* Wednesday, November 20, 2019

Project: Grounds & Irrigation System Maintenance- JCLM20REG0012

Janitor* ~ Hired prior to July 1, 2009	\$15.75	7.25 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$28.80	8.64
Maid or Houseman	\$12.68	3.80
Meat Cutter	\$20.95	6.28
Painter, Maintenance	\$23.07	6.93
Parking Lot Attendant	\$11.77	3.53
Pest Controller	\$18.70	5.61
Pipefitter, Maintenance	\$31.63	9.48
Plumber, Maintenance	\$30.52	9.15
Presser, Hand	\$11.51	3.45
Presser, Machine, Drycleaning	\$11.51	3.45

*As of:* Wednesday, November 20, 2019

\*\*\*Please note that rates above may not reflect the rates at the date and time when proposals are due.

### Service Contract Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Hartford	Granby	Guard I	\$15.59	4.68
Hartford	Granby	Guard II	\$20.85	6.26
Hartford	Hartford	Bartender	\$11.00	3.30
Hartford	Hartford	Boiler Tender	\$29.56	8.86
Hartford	Hartford	Stationary Engineer	\$29.56	8.86
Hartford	Hartford	Ventilation Equipment Tender	\$24.21	7.26
Hartford	Hartford	Parking Lot Attendant	\$11.77	3.53
Hartford	Hartford	Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.73	5.01
Hartford	Hartford	Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$20.26	6.08
Hartford	Hartford	Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End Loader	\$24.30	7.29
Hartford	Hartford	Baker	\$14.94	4.49
Hartford	Hartford	Cook I	\$18.88	5.66
Hartford	Hartford	Cook II	\$20.42	6.12
Hartford	Hartford	Dishwasher	\$11.44	3.43
Hartford	Hartford	Food Service Worker	\$12.15	3.64
Hartford	Hartford	Meat Cutter	\$20.95	6.28
Hartford	Hartford	Waiter/Waitress	\$11.54	3.47
Hartford	Hartford	Cleaner, Vehicles	\$13.18	3.95
Hartford	Hartford	Elevator Operator	\$15.75	4.72
Hartford	Hartford	Gardner	\$18.83	5.64
County	Town	Classification	Hourly Rate	Hourly Benefit
Hartford	Hartford	Janitor* - Hired prior to July 1, 2009	\$15.75	7.56 + a
Hartford	Hartford	Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Hartford	Hartford	Maid or Houseman	\$12.68	3.80
Hartford	Hartford	Pest Controller	\$18.70	5.61
Hartford	Hartford	Refuse Collector	\$21.35	6.40
Hartford	Hartford	Tractor Operator	\$17.96	5.38
Hartford	Hartford	Window Cleaner - Hired prior to July 1, 2009	\$17.26	7.56 + a
Hartford	Hartford	Janitor** Hired after July 1, 2009		N/A
Hartford	Hartford	Cleaner, Heavy** Hired after July 1, 2009	\$16.70	7.56 + a
Hartford	Hartford	Cleaner, Light** Hired after July 1, 2009	\$16.40	7.56 + a
Hartford	Hartford	Window Cleaner** Hired after July 1, 2009	\$20.73	7.56 + a
Hartford	Hartford	Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Hartford	Hartford	Carpenter, Maintenance	\$26.52	7.95
Hartford	Hartford	Electrician, Maintenance	\$27.31	8.19
Hartford	Hartford	General Maintenance Worker	\$21.95	6.58
Hartford	Hartford	Laborer*Hired prior to July 1, 2009		N/A
Hartford	Hartford	Painter, Maintenance	\$23.07	6.93
Hartford	Hartford	Pipefitter, Maintenance	\$31.63	9.48
Hartford	Hartford	Plumber, Maintenance	\$30.52	9.15
Hartford	Hartford	Sheet Metal Worker, Maintenance	\$31.87	9.56
County	Town	Classification	Hourly Rate	Hourly Benefit
Hartford	Hartford	Locksmith	\$28.80	8.64
Hartford	Hartford	HVAC	\$29.72	8.91
Hartford	Hartford	Laborer**Hired after July 1, 2009		N/A
Hartford	Hartford	Cashier	\$11.45	3.43
Hartford	Hartford	Vending Machine Attendant	\$20.47	6.14
Hartford	Hartford	Furniture Handler - Hired prior to July 1, 2009	\$16.51	7.56 + a
Hartford	Hartford	Furniture Handler**Hired after July 1, 2009	\$16.80	7.56 + a
Hartford	Hartford	Assembler	\$11.51	3.45
Hartford	Hartford	Counter Attendant	\$11.51	3.45
Hartford	Hartford	Dry Cleaner	\$13.34	4.00
Hartford	Hartford	Presser, Hand	\$11.51	3.45
Hartford	Hartford	Presser, Machine, Drycleaning	\$11.51	3.45
Hartford	Hartford	Presser, Machine, Shirts	\$11.51	3.45
Hartford	Hartford	Presser, Machine, Wearing Apparel, Laundry	\$11.51	3.45
Hartford	Hartford	Washer, Machine	\$12.11	3.63
Hartford	Hartford	Fast Food Shift Leader	\$11.50	3.45
Hartford	Hartford	Fast Food Worker	\$11.00	3.30
Hartford	Hartford	Guard I	\$15.59	4.68
Hartford	Hartford	Guard II	\$20.85	6.26
Hartford	Hartland	Bartender	\$11.38	3.41

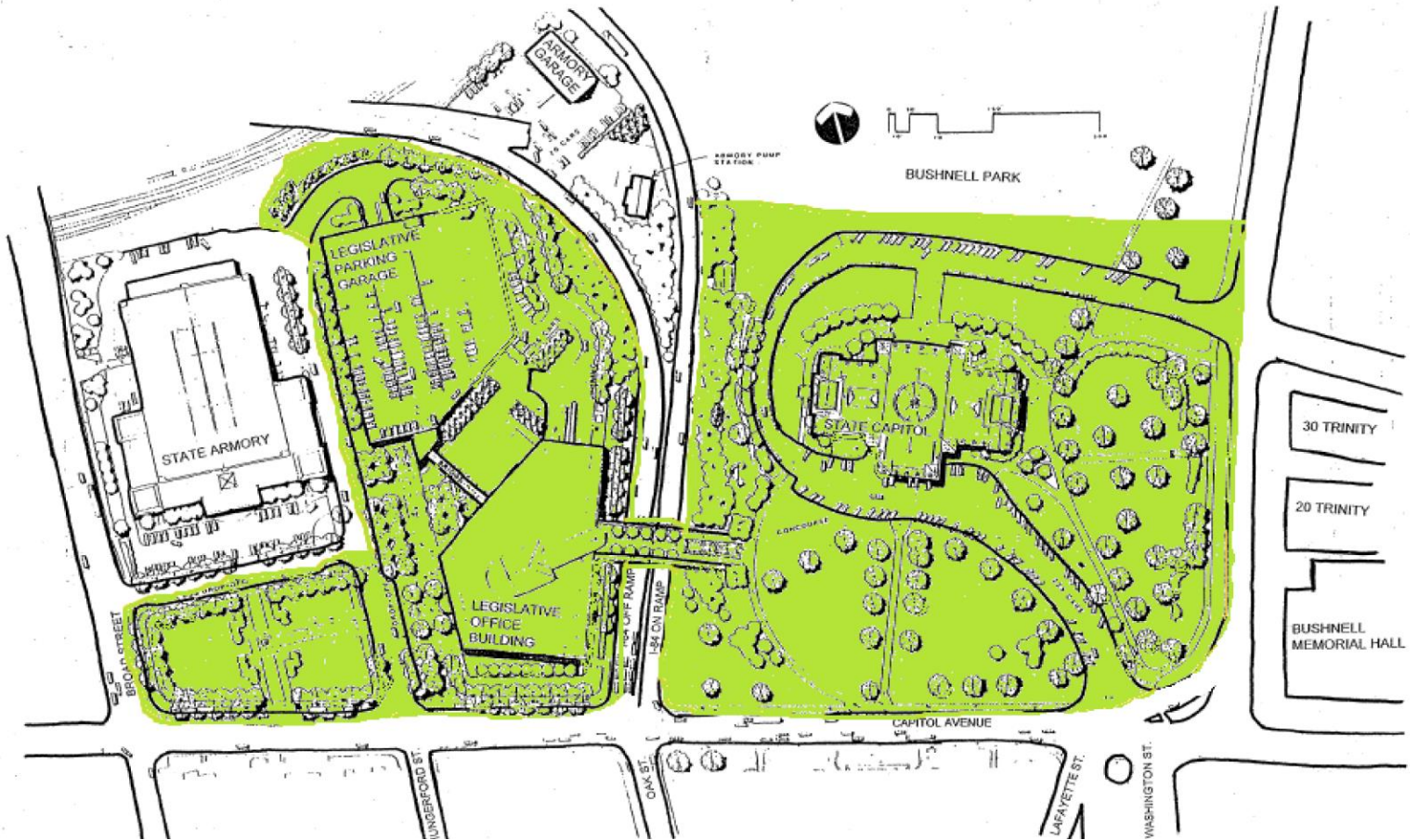
As of January 1, 2020



# GROUNDS SITE PLAN

**Contract Title:** Grounds & Irrigation Maintenance  
**Contract Number:** JCLM20REG0012

State Capitol, Legislative Office Building, Legislative Parking Garage, State Capitol, Minuteman Park

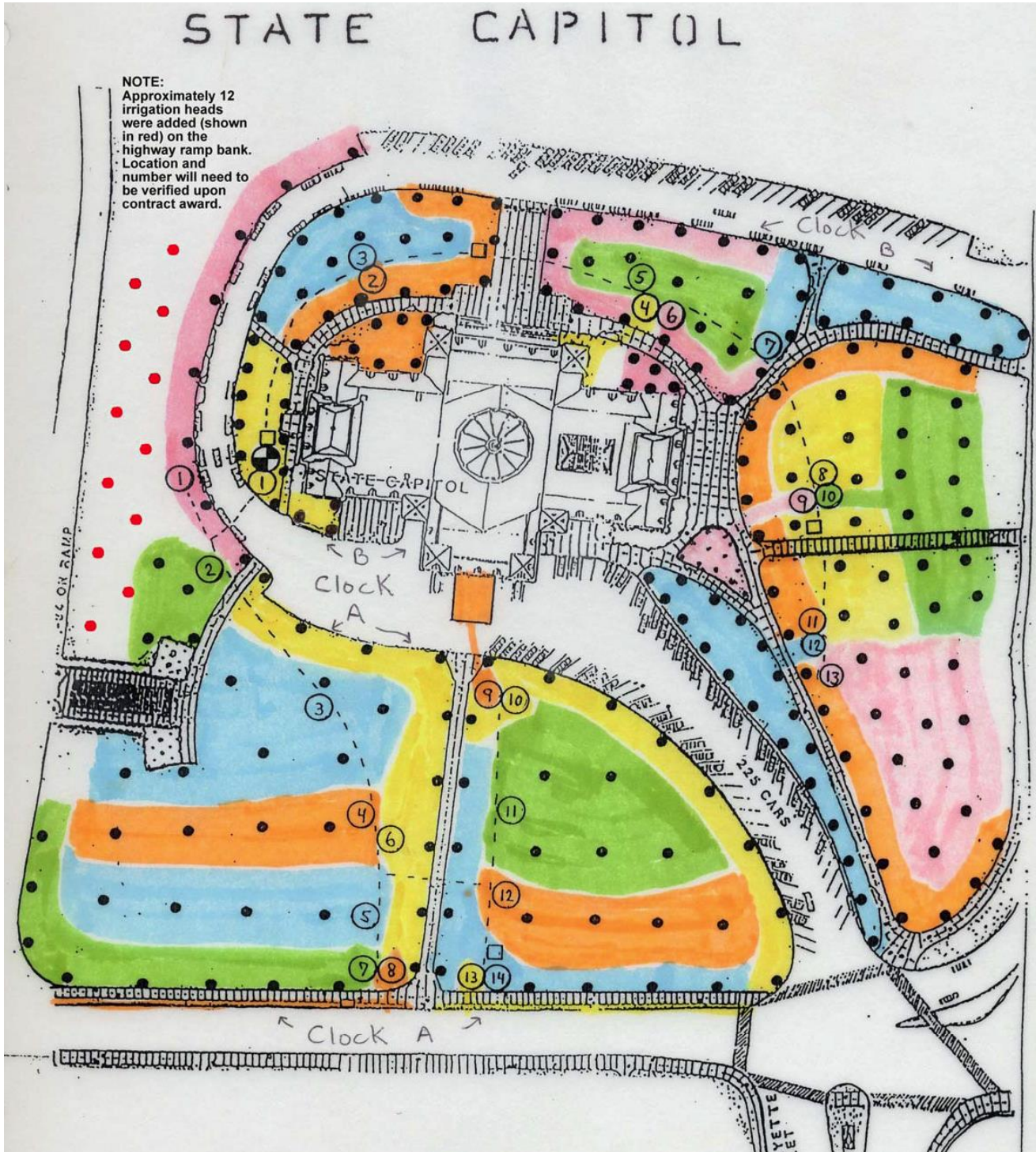




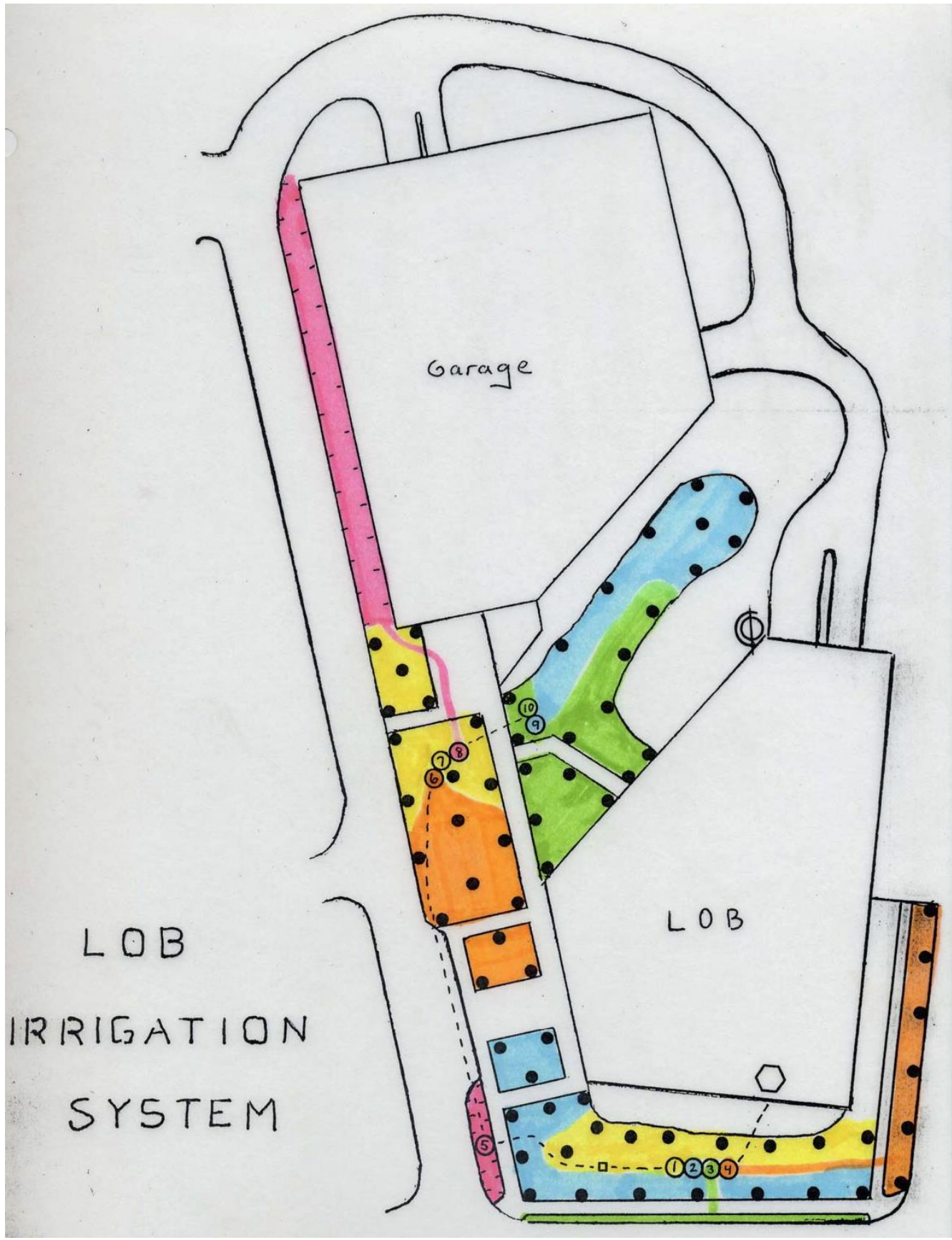


# IRRIGATION SYSTEM SITE PLAN

Contract Title: Grounds & Irrigation Maintenance  
Contract Number: JCLM20REG0012



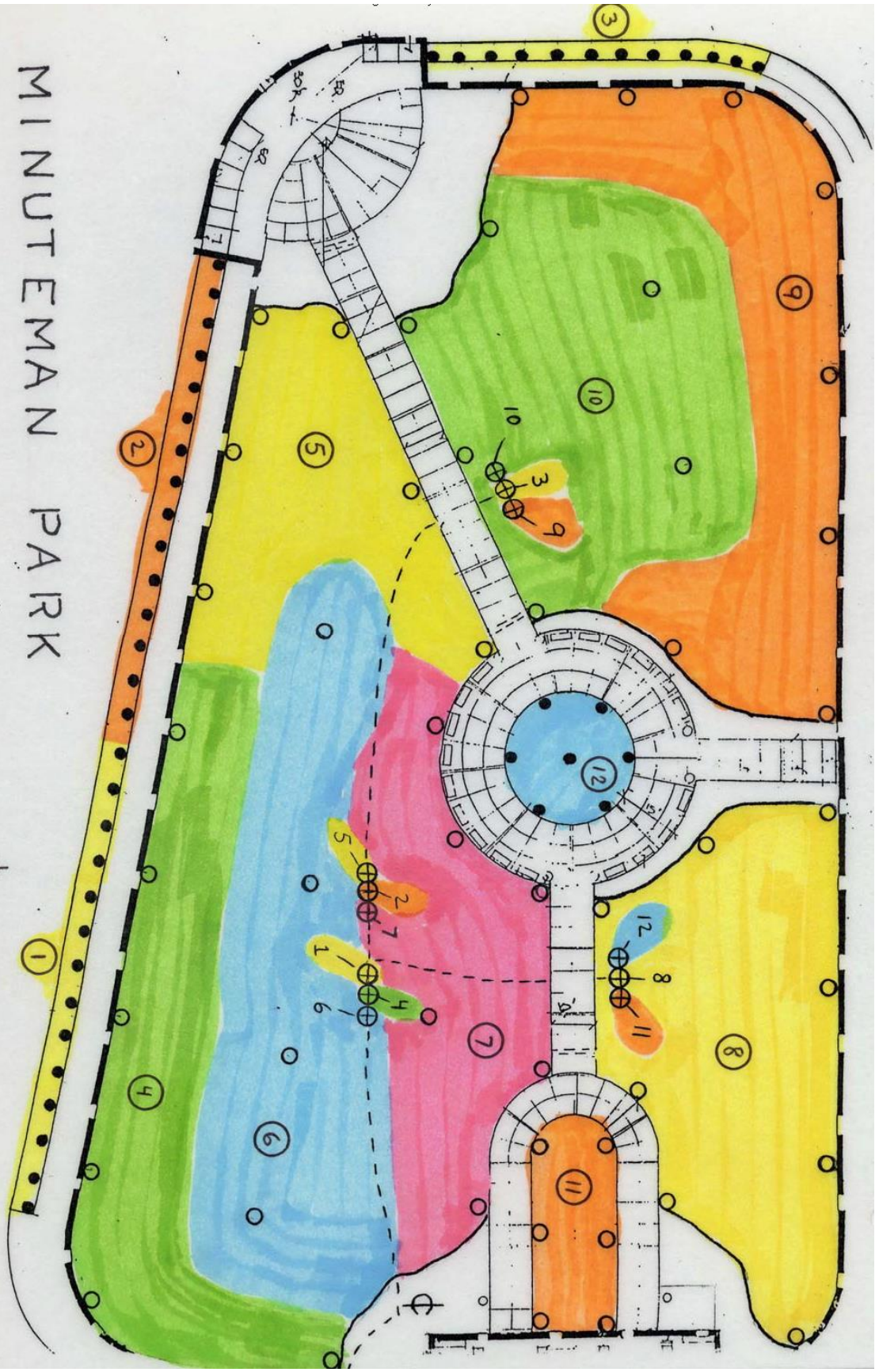






# MINUTEMAN PARK IRRIGATION SYSTEM

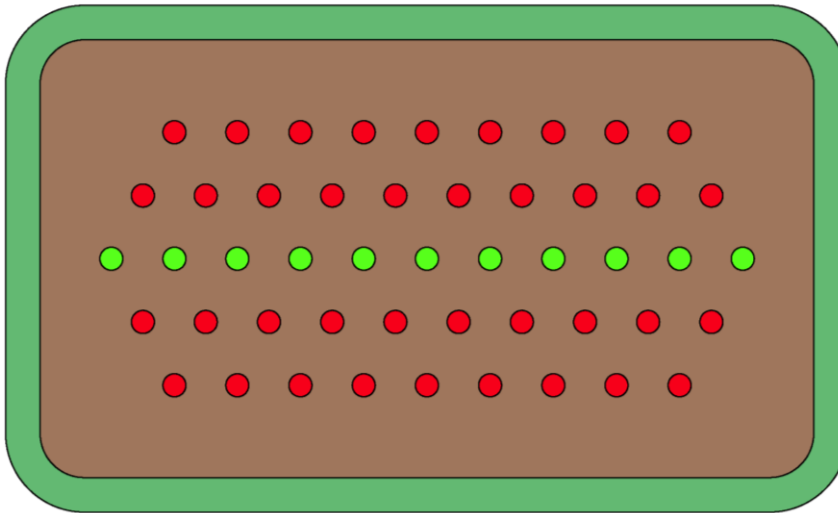
- Φ - Controller
- ⊕ - Valve
- - Rotary Head
- - Spray Head



### CURRENT FLOWER BED PLANTING PLANS

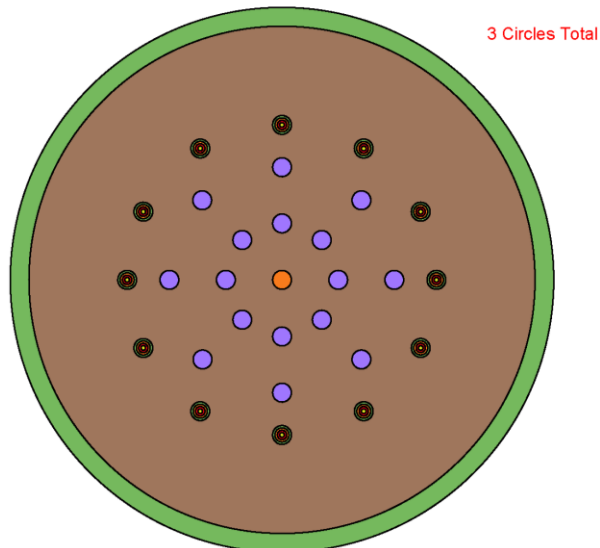
**Contract Title:** Grounds & Irrigation Maintenance  
**Contract Number:** JCLM20REG0012

## CAPITOL EAST SIDE FLOWER BED



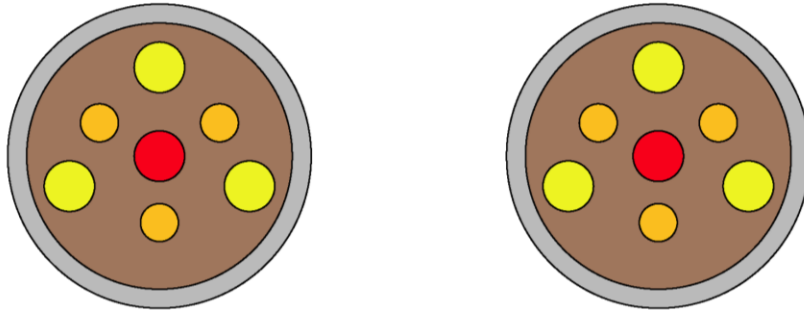
- 8" pots. 38 total.
- 8" pots. 11 total.

## CAPITOL NORTH CIRCLES



- All north side planting beds need to be 108" round.
- 8" pots. 48 total
- 8" pots. 36 total
- Hydrangea Tree

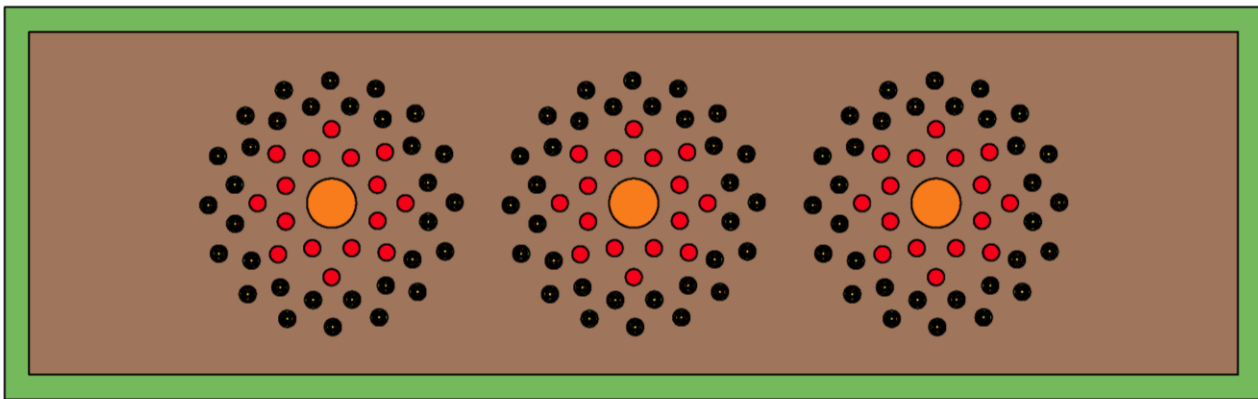
# Capitol Planters



- 8" pots. 2 total.
- 6" pots. 6 total.
- 8". 6 total.

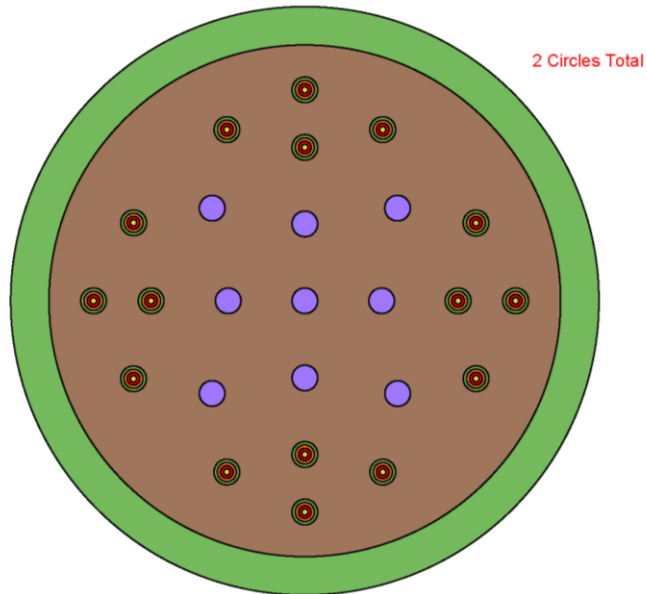
CAPITOL SOUTH SIDE FLOWER BEDS

2 Flower Beds



- Hydrangia tree - 6 total
- 8" pots. 96 total
- 8" pots. 192 total

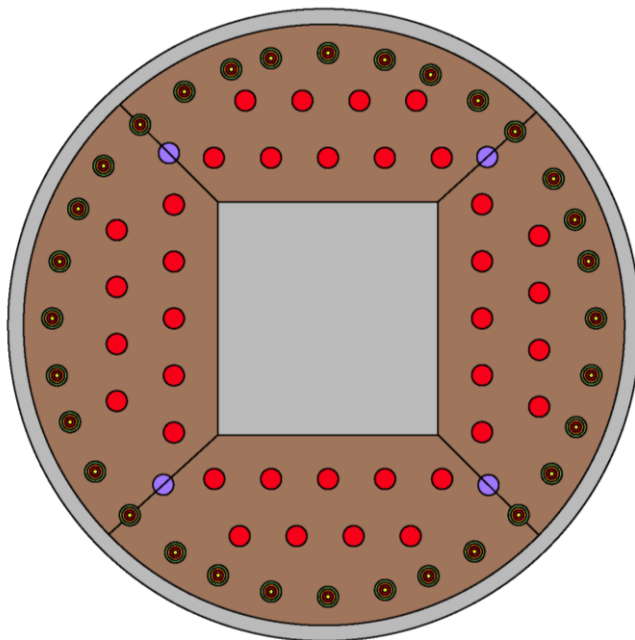
# CAPITOL SOUTH SIDE SIDEWALK



- 8" pots. 18 total
- 8" pots. 32 total.

---

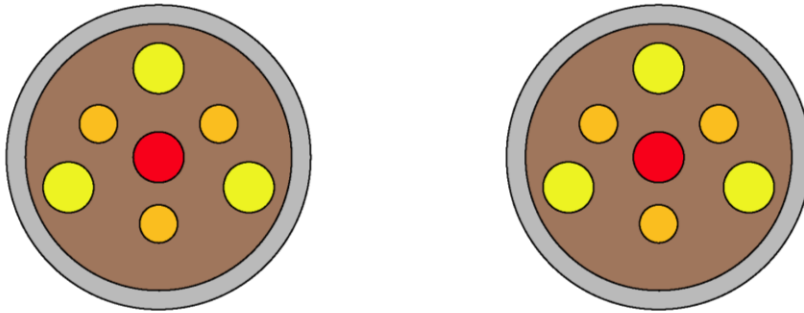
# CAPITOL PLANTING FOR STATUE



- 8" pots. 36 total.
- 8" pots. 32 total.
- 8" pots. 4 total.

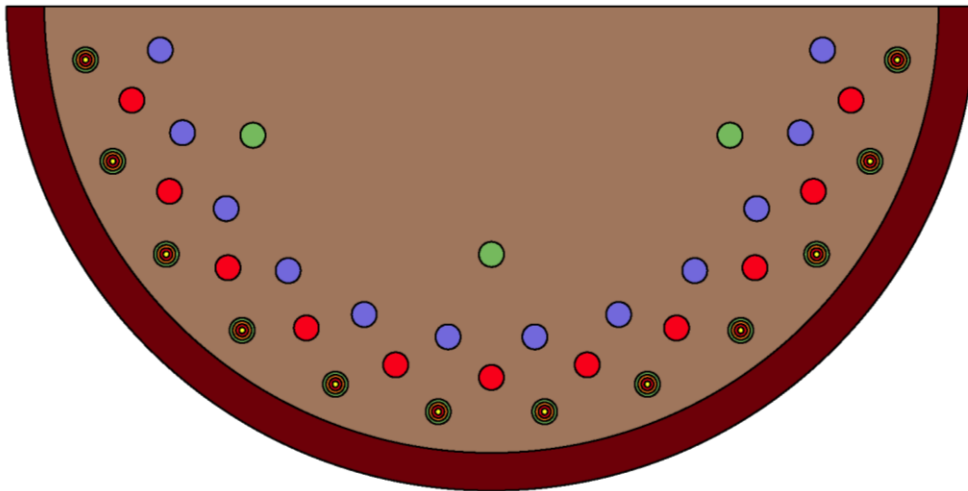


# LOB Planters



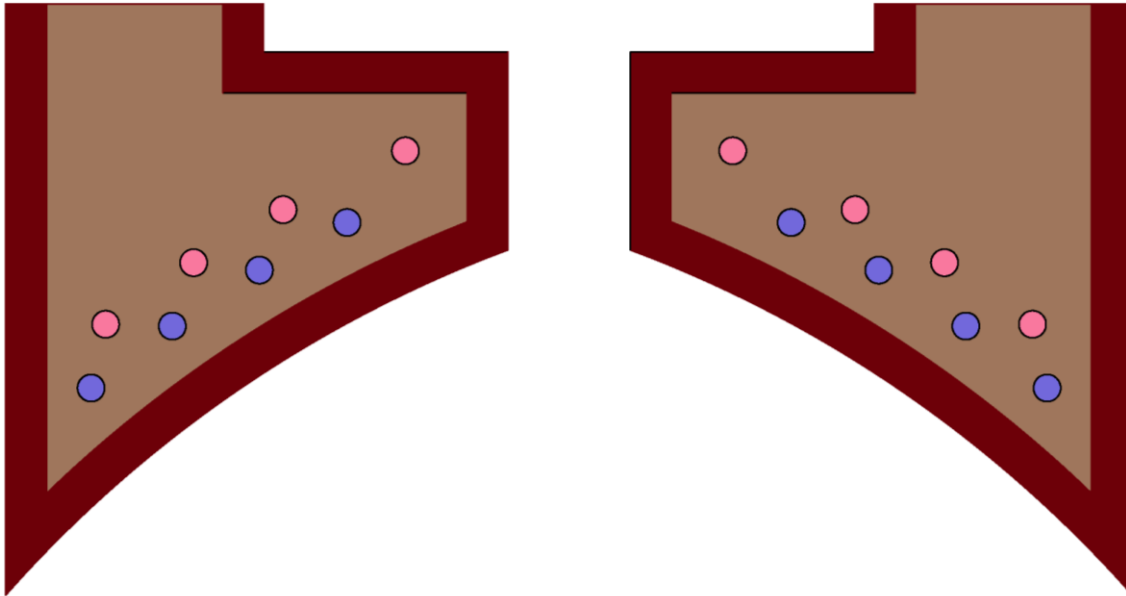
- 8" pots. 2 total.
- 6" pots. 6 total.
- 8". 6 total.

## LOB TERRACE BIG PLANTER



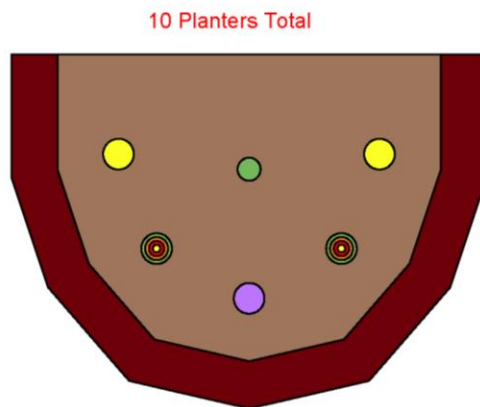
- Trees
- 8" pots. 11 total
- 8" pots. 12 total
- 8" pots. 12 total

## LOB TERRACE SIDE DOOR PLANTERS



- Pink Cone Flower- 8" pots. 8 total
- Nepeta- 8" pots. 8 total

## LOB TERRACE SMALLER PLANTERS



- Trees
- 8" pots. 20 total
- Nepeta- 8" pots. 10 total
- 8" pots. 20 total



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

### Turf Checklist

### Recommendations

<b>Turfgrass Species Present</b>	Kentucky Bluegrass <input type="checkbox"/> Tall Fescue <input type="checkbox"/> Perennial Ryegrass <input type="checkbox"/> Fine Leaf Fescue <input type="checkbox"/> Other: _____	
<b>Lawn Establishment</b>	Age:____ Seed:____ Sod:____ Sun:____ Shade:_____	
<b>Thatch Accumulation</b>	____ <1/2"   ____ 1/2 to 1"   ____ >1" (check one)	
<b>Turf Density</b>	Thick (TK) Thin(TN) Moderately Thick (MTK) Sparce (SP)	
<b>Turf Color</b>	Dark Green (DG) Light Green (LG) Yellow Green (YG) Turf Dormant (TD)	
<b>Soil</b>	Texture: _____ Depth: _____ Condition: _____	
<b>Weeds</b>	Dandelion <input type="checkbox"/> Crabgras <input type="checkbox"/> Plantain <input type="checkbox"/> Oxalis Spurge <input type="checkbox"/> Knotweed <input type="checkbox"/> Ground Ivy <input type="checkbox"/> Yellow Nutsedge <input type="checkbox"/> Other: _____	
<b>Insects</b>	_____ Avg. No./Sq Ft. _____ Avg. No./Sq Ft. _____ Avg. No./Sq Ft. _____ Avg. No./Sq Ft.	
<b>Disease</b>	Affected Species: _____ % Area of Turf Infected ____ Disease: _____ Affected Species: _____ % Area of Turf Infected ____ Disease: _____	
<b>Cultural Practices</b>	Mowing: _____ Watering: _____	

### Comments:

## INTEGRATED PEST MANAGEMENT (IPM) SPECIFICATIONS FOR COMMERCIAL PEST CONTROL SERVICES – ORNAMENTAL, TURF, AND ARBORIST

**Contract Title:** Grounds & Irrigation Maintenance  
**Contract Number:** JCLM20REG0012

### 1. GENERAL

#### a. Description of Service

The awarded contract will be part of a comprehensive Integrated Pest Management (IPM) Program for the Connecticut General Assembly. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of insecticides used and human and environmental exposure to insecticides. 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 insecticides 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 awarded respondent shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and insecticide application components of the IPM program. The awarded respondent shall also provide detailed, site specific recommendations for procedural modifications that may be necessary to achieve pest prevention.

#### b. Requirements for Bidding

For a company to qualify for to submit a Proposal, it must meet the following requirements:

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

#### c. Pests Included and Excluded

The awarded respondent 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:

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

#### d. Initial Inspection

The awarded respondent shall conduct a thorough, initial inspection of the entire site **within ten (10) working days of a request by the CGA**. The purpose of the initial inspection is for the awarded respondent 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 awarded respondent.

#### e. Integrated Pest Management Program

Prior to initiation of service, the awarded respondent shall submit to the CGA a written Integrated Pest Management (IPM) Program for the site **within ten (10) working days following the initial inspection**. Upon receipt of the IPM Program, the CGA shall render a decision regarding its acceptability **within ten (10) working days**. If aspects of the IPM Plan are incomplete or disapproved, the awarded respondent shall have **five (5) working days** to submit revisions. The respondent shall initiate services outlined in the awarded contract following notice of approval. The Pest Control Plan shall include:

- i. Proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all insecticide 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;
- ii. A proposed pest population level referred to as a predetermined tolerance threshold, if thresholds exist for the targeted pest;
- iii. A service schedule for the site;
- iv. A description of any operational changes that would facilitate the pest control effort;
- v. A copy of the Commercial Insecticide Applicator Certificate for every respondent's representative who will be performing on-site service under contract;
- vi. A description of the respondent's Quality Control Program as described in Section Five of this document; and
- vii. Any additional information as required by RCSA Sec. 22a-661-1. Application of insecticide by State Agencies. (See Appendix A)

It shall be the awarded respondent's responsibility to carry out work according to the approved IPM Program for the site. The awarded respondent shall receive approval of the CGA prior to implementing any changes to the approved IPM Program, including additions or replacements to the insecticide list and to on-site service personnel.

f. **Insecticide Application**

The awarded respondent shall not apply any insecticide product that has not been included in the IPM Program or approved in writing by the CGA. The CGA will make a timely decision on any matter that requires a written approval. Insecticide application shall be according to need and not by schedule. Application of insecticides shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.

Preventive insecticide 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 shall be conducted in accordance with the insecticide use hierarchy found in Section 2 (Weed, Insect and Disease Control) of this document. The awarded respondent shall not store any insecticide product on CGA property.

g. **Best Management Practices**

- i. Turf - Soil fertility and pH
  - A. The awarded respondent is expected to utilize best management practices at all times to maintain turf health and appearance. Prior to the application of any fertilizer or insecticide, composite soil samples will be collected and analyzed for pH and fertility. The awarded respondent 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 awarded respondent will be responsible for applying amendments to the soil as recommended by the soil analysis reports. Organic fertilizers should be used whenever possible; otherwise, fertilizer with fifty percent (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 two and a half pounds (2½ lbs.) of nitrogen per 1000 square feet unless soil sample analysis reports indicate a necessity to further amend the soil.
  - B. The awarded respondent will be responsible for mowing turf grass to a height of two to three inches (2"-3") on a schedule that is frequent enough to avoid clumping of grass clippings. Clippings shall remain on the lawn and be allowed to degrade. The awarded respondent 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.
- ii. Weed Control
  - A. 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 awarded respondent 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 twenty five percent (25%) of the total turf area. Widespread applications of pre-emergent herbicides may be necessary to control invasive annual grasses.

B. Pre-emergent applications of herbicide may be necessary in flowerbeds and areas of formal landscaping.

iii. Silviculture - Arboriculture Practices

- A. The awarded respondent shall utilize best management practices for the management of all trees on site. A licensed Arborist employed by the awarded respondent shall annually assess soil
- B. 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.
- C. The awarded respondent shall develop a schedule of monitoring for pest problems, using
- D. appropriate monitoring techniques, based upon growing degree days, tree species on site and the likelihood that pest problems will arise. Visual inspections shall also be conducted during routine maintenance activities.
- E. C. Bark mulch shall be placed at a depth no greater than two to three inches (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.
- F. The licensed Arborist shall 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 awarded respondent shall remove pruned and/or fallen branches from the site.

iv. Insect and Disease Control

- A. A certified supervisor employed by the awarded respondent shall 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 have been identified in an effort to preserve populations of beneficial insects and nematodes.
- B. In an effort to preserve beneficial and predatory insects, insecticides shall be applied only when the presence of harmful pests or disease have been identified through monitoring and it is anticipated that more than fifteen percent (15%) of discoloration, defoliation or damage to the total leaf area will likely occur. Insecticide applications shall be limited only to infested trees.
- C. Preventive insecticide 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.
- D. 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.

v. General Requirements

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

h. **Record Keeping**

The awarded respondent shall maintain a pest control logbook or file for each site specified in the awarded contract. These records shall be kept on CGA property and maintained on each visit by the respondent. Each logbook or file shall contain at least the following items:

- i. A copy of the IPM Program for the site, including labels and MSDS sheets for all insecticides which may be used, and the respondent's service schedule for the facility;
- ii. The Insecticide Application Record and IPM Monitoring Form (**Attachment G**) will be supplied to the awarded respondent by the CGA and will be used to document the performance of all work, including emergency work. Upon completion of each service visit to the site, the awarded respondent'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;
- iii. The awarded respondent'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;
- iv. Copies of soil test analysis reports; and
- v. Maps or graphs indicating the placement of insect monitoring devices and/or rodent bait boxes.

i. **Responder Personnel**

Throughout the life of this contract, all of the awarded respondent's personnel providing on site pest control service shall meet state requirements for training and certification as Commercial Insecticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator shall not be permitted to provide service under the terms of this contract.

j. **Manner and Time to Conduct Service**

The awarded respondent shall perform routine services that do not adversely affect occupant health or productivity during the regular hours of operation in the buildings. No insecticides 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 IPM Program, the respondent shall notify the CGA at least one (1) day in advance.

The awarded respondent shall observe all safety precautions throughout the performance of the awarded 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 CGA. The awarded respondent shall adhere to these restrictions and incorporate them into the Pest Control Plan for the specific building or site.

All of the awarded respondent's personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The awarded respondent 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 CGA may request that the awarded respondent perform corrective, special, or emergency service (s) that are beyond routine service requests. The awarded respondent shall respond to these exceptional circumstances and complete the necessary work within one (1) working day after receipt of the request. If such services cannot be completed within one (1) working day, the respondent shall immediately notify the CGA and indicate an anticipated completion date.

**2. WEED, INSECT, AND DISEASE CONTROL**

a. **Non-insecticide Products and Use**

The awarded respondent shall use non-insecticide methods of control wherever possible and economically feasible.

b. **Insecticide Products and Use**

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

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

The awarded respondent shall use the following insecticide use hierarchy as a guide to minimize the amounts of insecticides applied as well as the potential for exposure.

- i. Biological Insecticides;
- ii. Insecticidal Soaps/Horticultural Oil;
- iii. Spot treatments—as differentiated from overall, broadcast, or complete coverage, spot treatment is an application to localized or restricted areas no more than (2) square feet where weeds, insects, or disease are present. These may include:
  - A. Wettable powders;
  - B. Microencapsulated products;
  - C. Emulsifiable concentrates; and
  - D. Tree or Soil Injected Systemics;



- iv. Granular insecticides;
- v. General sprays; and
- vi. Fogging or Aerosolized Sprays.

Application of insecticides 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 shall be considered as first choices.

Solvent-based insecticides shall 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 awarded respondent and CGA will determine, on a case-by-case basis, if any prenotification is needed.

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

### **3. PROGRAM EVALUATION**

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

### **4. QUALITY CONTROL PROGRAM**

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

- a. An inspection system covering all the services stated in the awarded contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections and the names of the individuals who will perform the inspections;
- b. The checklist shall include every area of the operation serviced by the awarded respondent 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; and
- d. A file of all inspections conducted by the awarded respondent and the corrective actions taken. This documentation shall be maintained locally and made available upon request.

### **5. PERFORMANCE - LESS THAN SATISFACTORY RATING**

The awarded respondent, upon receiving two (2) "less than satisfactory" ratings of the same nature in the same treatment area, shall document all procedures done, to date, and establish the extent of the pest level. If the pest levels are outside of the predetermined tolerance thresholds (if thresholds exist for the given pest), the awarded respondent shall have five (5) days to submit to the CGA an acceptable recommendation to alleviate the unsatisfactory situation.

Any treatment area receiving three (3) consecutive "less than satisfactory" ratings of the same nature may result in the filing of a formal complaint from the CGA to the awarded respondent with intent to terminate the contract. The awarded respondent shall not be terminated if the "less than satisfactory" rating is a result of circumstances outside of the awarded respondent's control, such as failure of the CGA 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 shall apply.
- b. The awarded respondent 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.

## CGA TERMS AND CONDITIONS

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Bid: A Bid submitted in response to a Solicitation.
  - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the CGA classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
  - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the CGA; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the CGA, the Contractor, or the State.
  - (e) Contract: The agreement, as of its Effective Date, between the Contractor and the CGA for any or all Goods or Services at the Solicitation price.
  - (f) Contractor: A person or entity who submits a Solicitation response and who executes a Contract.
  - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather

## CGA TERMS AND CONDITIONS

- conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.
  - (k) Goods or Services: Goods, Services or both, as specified in the Solicitation.
  - (l) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (m) Services: The performance of labor or work, as specified in the Solicitation.
  - (n) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services, even if the CGA has statutes, regulations and procedures which overlap DAS's. However, to the extent that the CGA has statutes, regulations or procedures which the CGA determines in its sole discretion to be inconsistent with DAS's, the CGA's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in in the Contract.
  - (o) State: The State of Connecticut, including the CGA and any office, department, board, council, commission, institution or other CGA of the State.
  - (p) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
  - (q) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Contracting Vehicle. The Solicitation may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID" IT'S USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation" and "Bid," as used in this Contract shall be read to mean "Request for Proposals," Proposal" and "Proposer" or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.
  3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in the Contract. For purposes of this Contract, to perform and the performance in Attachment A of the Contract is referred to as "Perform" and the "Performance."

## CGA TERMS AND CONDITIONS

### 4. Price Schedule, Payment Terms and Billing.

Parties, that:

(a) Payment Term: Payment terms under this Contract are set forth in Exhibit B of the Contract. Payment shall be made only after the CGA receives and accepts the Goods and/or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the CGA for the Performance. The invoice shall include detailed information for Goods and/or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

### (b) Price Adjustments:

No price increases are allowed, unless specifically provided for in Attachment A.

### 5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any CGA premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The CGA may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of the CGA premises and any other location which the CGA or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the CGA's part, in the CGA and the State to use or dispose of the Rejected Goods and Contractor Property, in the CGA's sole discretion, as if the Rejected Goods and Contractor Property were the CGA's or State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the CGA or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the CGA shall invoice the Contractor for

## CGA TERMS AND CONDITIONS

- all such cost and expenses and the Contractor shall reimburse the CGA no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the CGA and all State employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the CGA and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A of the Contract and at the prices set forth in Exhibit B of the Contract. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the CGA to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B of the Contract.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the CGA unless made in writing, and signed by both parties.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the CGA. The CGA may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the CGA for a breach is without prejudice to the CGA's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, the CGA, through a duly authorized employee, may Terminate the Contract whenever the CGA makes a written determination that such Termination is in the best interests of the CGA. The CGA shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the CGA, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The CGA shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the CGA for purposes of correspondence, or by hand delivery. Upon receiving the notice from the CGA, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or

## CGA TERMS AND CONDITIONS

- damages, and deliver to the CGA all Records. The Records are deemed to be the property of the CGA and the Contractor shall deliver them to the CGA no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the CGA for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the CGA, the Contractor shall cease operations as the CGA directs in the notice, and take all actions that are necessary or appropriate, or that the CGA may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the CGA directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The CGA shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the CGA in accordance with Exhibit A of the Contract, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the CGA is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the CGA, the Contractor shall assign to the CGA, or any replacement contractor which the CGA designates, all subcontracts, purchase orders and other commitments, deliver to the CGA all Records and other information pertaining to its Performance, and remove from CGA premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the CGA may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the CGA may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the CGA.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the CGA deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the

## CGA TERMS AND CONDITIONS

non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the CGA believes that the Contractor has not performed according to the Contract, the CGA may withhold payment in whole or in part pending resolution of the Performance issue, provided that the CGA notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B of the Contract.

### 12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for the CGA, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The CGA

shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B of the Contract and the Contractor shall pay the CGA's invoice immediately after receiving the invoice. If the CGA does not Terminate the Contract, the CGA will deduct such open market purchases from the Contract quantities. However, if the CGA deems it to be in the best interest of the CGA, the CGA may accept and use the Goods and/or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the CGA.

### 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The CGA shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any), be signed and comply with all other State and CGA requirements, particularly the CGA's requirements concerning procurement. Purchase orders issued in compliance with these requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The CGA may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the CGA shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order.

### 15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the CGA and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission

## CGA TERMS AND CONDITIONS

or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the CGA in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the CGA harmless from any liability arising due to the negligence of the CGA or any other person or entity acting under the direct control or supervision of the CGA.
- (c) The Contractor shall reimburse the CGA for any and all damages to the real or personal property of the CGA caused by the Acts of the Contractor or any Contractor Parties. The CGA shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the CGA is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The

Contractor shall cause the CGA to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the CGA prior to the Effective Date of the Contract evidencing that the CGA is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the CGA. The CGA shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CGA or the CGA is contributorily negligent.

- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

### 16. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

### 17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;



## CGA TERMS AND CONDITIONS

- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the CGA's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. The CGA does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the CGA loading dock or receiving platform. The receiving personnel of the CGA are not required to assist in this

process. The decision of the CGA as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

- (b) In order for the time of delivery to be extended, the CGA must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the CGA unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the CGA upon Title vesting in the CGA.

21. Goods Inspection. The CGA shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the CGA may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, the CGA may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated

## CGA TERMS AND CONDITIONS

to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then the CGA may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against the CGA.

23. Setoff. In addition to all other remedies available hereunder, the CGA, in its sole discretion, may setoff (1) any costs or expenses that the CGA incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the CGA and (2) any other amounts that are due or may become due from the CGA to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the CGA. The CGA's right of setoff shall not be deemed to be the CGA's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the CGA.

24. Force Majeure. The CGA and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other,

explaining the cause and probable duration of any such nonperformance.

25. Advertising. The Contractor shall not refer to sales to the CGA for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the CGA's prior written approval.

26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The CGA may Terminate the Contract if the Contractor fails to comply with the Act.

27. Representations and Warranties. The Contractor, represents and warrants to CGA for itself and Contractor Parties, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the CGA under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the CGA; or (3) any indenture, agreement, document or

## CGA TERMS AND CONDITIONS

- other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
  - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
  - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
  - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
  - (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
  - (j) they shall disclose, to the best of their knowledge, to the CGA in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the CGA, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
  - (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
  - (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
  - (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
  - (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
  - (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
  - (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
  - (q) they owe no unemployment compensation contributions;
  - (R) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

## CGA TERMS AND CONDITIONS

- (S) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
  - (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section;
  - (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the CGA upon complete installation, testing and acceptance of the Goods or Services and payment by the CGA;
  - (v) if either party Terminates the Contract, for any reason, they shall relinquish to the CGA all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the CGA;
  - (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
  - (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without the CGA's prior written consent;
  - (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
  - (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
  - (aa) the CGA's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
  - (bb) if they procure any Goods, they shall sub-license such Goods and that the CGA shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
  - (cc) they shall assign or otherwise transfer to the CGA, or afford the CGA the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the CGA.
28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
  - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

## CGA TERMS AND CONDITIONS

- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to the Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
  - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
  - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

## CGA TERMS AND CONDITIONS

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to,

matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public CGA, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an CGA of a subdivision, CGA, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the

## CGA TERMS AND CONDITIONS

Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical

assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section 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.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are

## CGA TERMS AND CONDITIONS

treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

### 33. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (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 Contract, 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;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.



## CGA TERMS AND CONDITIONS

- (b) For purposes of this section of the Contract, the word "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. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
34. **Whistleblowing.** The Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public CGA or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The CGA may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt or sent via email.
36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (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 Broad Form Property Damage coverage. If a general

## CGA TERMS AND CONDITIONS

aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

- (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) **Professional Liability:** \$1,000,000 limit of liability.
- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

39. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same

respective rights and obligations as the term "Contractor."

40. Contractor Changes. The Contractor shall notify the CGA in writing no later than ten (10) Days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The CGA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the CGA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the CGA in accordance with the terms of the CGA's written request. The CGA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for

## CGA TERMS AND CONDITIONS

in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

### 42. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of it's and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the CGA, State and its agents.
- (c) The CGA or State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the CGA or State suspects fraud or other abuse, or in the event of an emergency, the CGA or State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the CGA/State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The CGA or State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- (f) The Contractor shall cooperate fully with the CGA or State and its agents in connection with an audit or inspection. Following any audit or inspection, the CGA or State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

43. Background Checks. The CGA may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the CGA procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the CGA and its agents in connection with such background checks.

44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.

45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, CGA employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

### 46. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself

## CGA TERMS AND CONDITIONS

performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

- (b) The Contractor shall exercise all reasonable care to avoid damage to the CGA property or to property being made ready for the CGA's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the CGA.

47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

48. Confidential Information. The CGA will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the CGA receives. However, all materials associated with the Solicitation and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective

harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the CGA will endeavor to keep said information confidential to the extent permitted by law. The CGA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CGA or the State have any liability for the disclosure of any documents or information in its possession which the CGA believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

## CGA TERMS AND CONDITIONS

### 50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with the CGA. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the CGA, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the CGA or the State, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the CGA or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public CGA and a person for the performance of a governmental function shall (a) provide that the public CGA is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by

the public CGA pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public CGA in accordance with FOIA. 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.

52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the CGA or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

54. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

55. Certification as Small Contractor or Minority Business Enterprise. The Contractor shall be in breach of this Contract if the Contractor is certified as a “small contractor” or a “minority business enterprise” under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

## CGA TERMS AND CONDITIONS

56. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C in the Contract.
57. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
  - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CGA or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
    - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
    - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
    - iii. A process for reviewing policies and security measures at least annually;
    - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
    - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
  - (c) The Contractor and Contractor Parties shall notify the CGA and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the CGA and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its

## CGA TERMS AND CONDITIONS

own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the CGA in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CGA, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

**58. Audit Requirements for Recipients of State Financial Assistance.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the CGA for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all

records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

### **59. Anti-Trust**

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

This section is not applicable to the Purchase of Service Contracts, MOUs between state agencies, leases or grants where the State provides funds but is not "purchasing" directly the goods or services.