

Request for Proposal

**Landscaping Services
April 1, 2008-March 31, 2011
Uncas on Thames Campus
401 West Thames Street
Norwich, Connecticut**

**Konover Commercial Corporation
as Agent for
The State of Connecticut-Department of Public Works**

February 26, 2008

TABLE OF CONTENTS

I.	Introduction
II.	Scope of Work and General Conditions
III.	Landscaping Specifications
IV.	Standards and Special Conditions
V.	Training
VI.	Wage and Billing Rates
VII.	Equipment
VIII.	References
IX.	Insurance and Indemnity
X.	Contract Provisions
XI.	Minimum Bid Response

Attachments

- Attachment A: Bid Form 2008/2011 Landscaping Services
- Attachment B: Criteria For Contracted Services
- Attachment C: Map of Property
- Attachment D: Bidder' Statement of Qualifications
- Attachment E: Individual Contractor Nondiscrimination Certification
- Attachment F: Certificate of Compliance, Connecticut General Statue 31-57b
- Attachment G: Model Integrated Pest Management Plan: Ornamental & Turf

Landscaping Specifications for Uncas on Thames Campus

I. INTRODUCTION

This document sets forth the general specifications, requirements and responsibilities of a Landscaping Contractor in providing landscaping services for the Uncas on Thames Campus ("Property") located at 401 West Thames Street, Norwich, Connecticut. A mandatory Bid Walkthrough will be held on Wednesday, March 5, 2008 at 10:00 a.m. The walkthrough will begin at the Management Office which is located on the first floor of Building 100.

LATE ARRIVALS (15 MINUTES OR MORE) WILL NOT BE GIVEN CREDIT FOR ATTENDANCE OR ALLOWED TO SIGN IN. Only Contractors attending the mandatory walkthrough will be considered for the award.

A. INDEPENDENT CONTRACTOR

The Contractor agrees to perform the work described in the bid as an independent contractor and not as a subcontractor, agent, or employee of the Owner (State of Connecticut) or the Owner's Agent (Konover Commercial Corporation).

B. ASSIGNMENT AND SUBCONTRACTING

The contract shall not be assigned or subcontracted by the Contractor without Owner's prior written consent, which may be withheld at Owner's sole discretion.

C. PROPRIETARY DATA AND INFORMATION

Upon Owner's request, Contractor will return to Owner or Agent all copies of information, design, drawings, specifications, and documents.

D. REVISIONS TO ORIGINAL CONTRACT

Owner or Owner's Agent shall have the right to make any changes in or delete services from the work described in the contract and may direct the Contractor to perform extra work and the Contractor shall implement such changes and perform such extra work. Should any such change increase, decrease or affect the amount or character of services required in the contract, the price shall be adjusted accordingly. The amount of increase or decrease, if any, in the price shall be determined by agreement between the Contractor and Owner.

E. ACCOUNTING AND AUDITING

Contractor shall maintain during the course of the work complete and accurate records of all Contractor's costs related to the Owner's account. Such records to be

maintained and retained by Contractor shall, at a minimum, include but not be limited to:

1. Accounting records, including payroll records, accounting for total time distribution of Contractor's employees working full or part-time on the job (to permit tracing of payrolls and related tax returns and/or union payments, if any).
2. Cancelled payroll checks and/or signed receipts for payroll payments in cash.
3. Invoices for purchases for Contractor's stocks or capital items.
4. Paid invoices and cancelled checks for materials purchased or repaired.
5. Written policies and procedures.
6. Original estimates and estimating worksheets.
7. Correspondence.
8. Change order files (including documentation covering negotiated settlement).

Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Agent or Owner's authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's Agent or Owner's authorized representative shall have access to said records from the effective date of the contract for the duration of the work and until two years after the date of final payment by Owner to Contractor pursuant to the contract.

Owner's Agent or Owner's authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with this section. Except under unusual circumstances, Owner's Agent or Owner's authorized representative shall give Contractor reasonable advance notice of intended audits.

F. CONTRACTOR QUALIFICATIONS

Contractor must be duly licensed in accordance with all Federal, State, and local laws governing the landscaping industry.

Contractor must show the ability to provide and maintain administrative, operational and logistical support for the Owner.

Contractor is required to complete and submit the State of Connecticut Bidder's Qualifications Form (Attachment D) with their response.

II. SCOPE OF WORK AND GENERAL CONDITIONS

A. QUALITY

The landscaping contractor, hereinafter referred to as "Contractor," will provide and perform all landscaping services in a professional and timely manner as further addressed in Section III - Landscaping Specifications.

B. COVERAGE

The Contractor is responsible for all lawn, planting beds, beds, trees, decorative trees, shrubs and hedges on the Property. All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated by the Contractor. It is to be understood that this is the entire job. There will be no partial cuts or payments accepted. If unable to complete entire job in one day, the Contractor shall agree to complete it on the next working day at no additional cost.

C. GENERAL CONDITIONS

The Contractor will supply all labor, landscaping equipment and safety equipment in good working condition as to be able to perform all aspects of landscaping.

Contractor shall hold and save harmless the Owner and Owner's Agent from all claims by tenants or others whose personnel or property may be damaged or injured by Contractor, its employees or subcontractors including but not limited to the use of equipment or materials.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs, subject to the approval of the Owner's Agent, for any damages for which the Contractor is liable, of which the Owner's Agent shall be sole judge.

Contractor agrees to pay all wages, payroll taxes, or items that may be levied against payrolls by either City, State or Federal agencies. Contractor shall make payments as required but not limited to union welfare plans, pension and benefit plans, as prescribed by union contracts, where applicable.

Contractor shall supply a full time supervisor acceptable to Owner's Agent who will have the authority to immediately execute orders given by the Owner's Agent. Contractor's office management and job supervisors will be responsible for the quality of the work performed and must be available on a 24-hour basis. In addition,

the Contractor will supply one account manager, who will be solely dedicated to this contract and account and will serve as the main contact person for the Owner's Agent.

Contractor shall ensure that its employees and agents conform to all Federal (OSHA), State and Municipal safety and health regulations and shall assume full responsibility for any violations and/or non-compliance with such regulations.

Contractor shall ensure that all of its employees and agents shall abide by all safety rules and regulations, which may be promulgated from time to time by either party as they pertain to the Contractor's operations (including those applicable to the disadvantaged). The Contractor will also be responsible for conducting regularly scheduled safety meetings with all employees, as per any Federal, State and/or local regulations.

Contractor shall comply, at all times with any and all local, State or Federal rules, regulations and laws regarding anti-discrimination and equal opportunity in employment.

Contract will be required to complete an Individual Contractor Nondiscrimination Certificate (Attachment E).

Contractor's employees shall be carefully interviewed, screened, reference-checked and covered by bond, if necessary. They shall be neat and clean in appearance while on duty, and when reporting to or departing from the Property.

Contractor shall assign employees who are sufficiently fluent in English: (1) to comprehend the instructions from Owner's Agent and management staff; (2) to understand safety and operating instructions on any machinery used; (3) to understand instructions and warnings on any chemicals used; and (4) to communicate with building personnel during emergencies.

Contractor shall at all times maintain good order among its employees and shall ensure compliance with Property rules and regulations (as such may be amended from time to time) as well as new programs that may be introduced. If required, all employees of Contractor shall attend orientation and training programs. Attendance at all such programs shall be at the expense of Contractor.

Contractor shall comply, where applicable, with all union requirements and regulations.

Property inspections shall be made by the Contractor and reviewed with Agent after the each weekly service.

Contractor shall maintain a sufficient staff of thoroughly trained personnel ready to respond twenty-four (24) hours a day, seven (7) days a week, including all holidays.

Contractor will not store any materials or equipment on the property.

Contractor is to provide payroll back-up sheets in a form and content if requested by Owner's Agent.

III. LANDSCAPING SPECIFICATIONS

These specifications include plans for maintenance and care of all exterior landscaped areas and fertilization/grub control program. The type of maintenance and care is defined in the following and designed to promote healthy growth:

A. Spring Clean-up:

1. Spring Clean-up shall be completed by a mutually agreed upon date between Owner's Agent and Contractor.
2. Contractor shall remove all winter debris, leaves, sticks and trash accumulated over the winter season by raking, blowing or sweeping debris from walks, building entrances, turf areas, and beds.
3. Contractor shall remove all dead and broken branches from trees and bushes.
4. Contractor shall remove all weeds by the roots from plant beds and dispose of off the Property.

B. Mulching:

1. Contractor shall machine edge all landscape beds that border lawn areas and shall install a two (2) inch application of fresh mulch surrounding trees, planting and landscape beds. Cost for edging shall be incorporated into the fee for Spring Clean-up.

C. Mowing and Lawn Care:

1. Contractor shall "police" the grounds and shall remove all refuse prior to performing services.
2. Turf shall be cut once per week, or more often if required, at a height of 2.5" to 3" as conditions dictate throughout the growing season (April 1 through November 30). This schedule may be altered by the Owner's Agent to avoid lawn burn during dry periods. Mowing equipment shall be employed to permit recycling of clippings where possible and mowing patterns shall be utilized to present a neat appearance. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Curbs, gutters, walks, stairs, driveways, and landscape beds shall be left in a clean condition after mowing.
3. Contractor shall provide sweeping or blowing of cut grass and/or leaves from all areas including stairs and entrances after mowing. It is not acceptable to leave grass clumps on site. (See Integrated Pest Management Plan.)

D. Shrub, Evergreen and Groundcover Beds:

1. All beds shall be maintained to present a neat and weed-free appearance by cultivating or weeding during regular visits to maintain an attractive presentation throughout the growing season.
2. All shrubs, evergreens, and trees shall be pruned to remove dead or damaged branches and to contain the size in order to maintain the natural form of the plant, to maintain an "air" space between the plant and the buildings, and to eliminate any branches which hang too low (below 14') over walkways or parking areas.
3. All planting beds, curbs, light poles, hydrants, dumpster areas, areas along all building foundations, fences, signs, parking areas, walkways and trees shall be trimmed the same day that mowing occurs.
4. All walkways will have the edging maintained with a straight and neat edge with the edging work performed at least four times per season or as needed. The initial edging will be completed as part of the Spring Clean-up.
5. All lawn areas adjacent to beds shall be edged during Spring Clean-up and one more time mid season to prevent encroachment of turf and to maintain an attractive presentation throughout the growing season.
6. All tree and shrub beds will be edged and maintained with the edging work completed at least four times per season. All planting beds will be kept clean of debris at all times.
7. All formal hedges shall be pruned at least twice per growing season.

E. Pruning- Tree and Shrub Services:

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

F. Fall Clean-Up:

1. Leaf and debris removal from the turf and beds in Autumn shall be performed weekly. The continuous removal of all fallen leaves, twigs and branches from the Property are to be performed as necessary whether or not "Fall Clean-Up" has commenced.
2. The Contractor shall provide end of season pruning of all shrubs and bushes throughout the fall season as well as elimination of any tree branches and limbs that may create a potential hazards.

G. Fertilization / Grub Control:

1. Grub control shall be applied in a typical 4-step program. This includes pre-emergent fertilizer, weed and grub control. Summer application shall be the same as Spring without grub control. Fall application shall be the same as in the Spring including lime and grub control.
2. Fertilization is to occur during regular operating hours only, unless modified and authorized by the Owner's Agent. A minimum of two (2) weeks notification must be given before fertilization application.
 - a. Early Summer- Fertilization and grub control; pre-emergent weed & crabgrass control.
 - b. Late Summer- Fertilization.
 - c. Early Fall- Fertilization and broadleaf weed control.
 - d. Lime to be applied once per season, or as necessary.

An Integrated Pest Management Contract must be in place at the start of this contract award. Refer to Exhibit G. In order to qualify for this bid, the Contractor must meet the following requirements:

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

MSDS for all materials will be provided to Owner's Agent prior to any applications or usage

H. Miscellaneous:

1. On each visit, Contractor must perform a complete policing of all trafficked areas including lawn, landscape beds, pathways, and driveways.

2. Curbs and cracks in pavement shall be sprayed with an herbicide to control weeds three times per season.
3. Continuous removal of all fallen leaves, pods, twigs, and branches from the Property must be performed as necessary throughout the Winter season.
4. Contractor shall remove all flowering annuals at the first sign of frost damage. Contractor shall cut back all perennials to the ground at the first sign of frost damage.
5. Owner recognizes that unforeseen and unpredictable items occur and must be addressed. It is the Contractor's responsibility to bring these items to the attention of the Owner's Agent.
6. All plant, shrub, flower, ground cover, and tree removal or replacement shall be accomplished only with approval of Owner. Contractor will perform additional work when Owner authorizes such work with a purchase order.

I. General:

1. All work shall be performed by trained, properly supervised personnel in accordance with accepted horticultural practices. Chemicals will be applied by licensed personnel.
2. Materials shall be applied in accordance with manufacturer's directions. Where alternate products are available, the environmental impact of the product shall govern which product is used.
3. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
4. Landscape debris shall be removed from the Property at the end of each work day at no additional charge. Contractor shall not place debris in Owner's dumpster or compactor.
5. Contractor shall carry Worker's Compensation Insurance in statutory amounts; Employer's Liability Insurance in the minimum amount of \$500,000; Comprehensive General Liability in the minimum amount of \$3,000,000 Combined Single Limit covering both Bodily Injury and Property Damage; and Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, if automobiles are used in the performance of Contractor's obligations, hereunder. All insurance policies shall name Owner and Owner's Agent as additional insureds.
6. Contractor will report insect activity or damage to lawn areas and/or landscape beds caused by insects or fungus. Insect and fungus control shall be the responsibility of the Owner.

7. Contractor is responsible for damage to the Property (i.e., signs, railings, light poles, fences, trees, monitoring wells, concrete deck, curbing, plants, planters and grass) resulting from Contractor's services. The Contractor is responsible for reporting all damages to Owner's Agent in writing within seventy-two (72) hours of each occurrence. Contractor will inspect the Property for pre-existing damage and submit a report detailing all pre-existing damage by April 15, 2008. Owner's Agent will review this report with Contractor.
8. Contractor is required to make arrangements satisfactory to Owner's Agent to repair damage to Property.
9. At no time will any employee or agent of the Contractor take directions or instructions from any tenant. No "special services" are to be provided for any tenant.
10. Contractor shall provide emergency telephone numbers (see Attachment A) that will be answered by the Contractor, 24 hours a day, seven days a week.
11. Contractor will assume responsibility for contacting the local utility location services for underground line locations.
12. Contractor will assume responsibility for any damage caused by Contractor to irrigation and lighting systems.

IV. STANDARDS AND SPECIAL CONDITIONS

A. STANDARDS OF WORK - GENERAL

All services shall be performed to the highest standard and in accordance with all Federal, State and local laws. The Contractor will be responsible for ensuring that its staff is familiar with and accomplishes the functions and tasks as outlined in the Landscaping Specifications.

B. CONTRACTOR INFORMED AS TO CONDITIONS

It is agreed that the Contractor is familiar with all physical and other conditions existing at the Property and all other matters in connection with the work to be performed under this contract.

C. STORAGE AND SECURITY OF EQUIPMENT AND SUPPLIES

The Contractor shall have full responsibility for storing equipment and supplies used in connection with the work. Limited storage space will be provided by the Owner at the Property as available.

D. INSPECTION

Owner's Agent contemplates and the Contractor hereby agrees to a thorough inspection by Owner's Agent of all work and equipment furnished under this contract.

E. HEALTH AND SAFETY

The Contractor shall observe all Federal, State, and local laws and regulations pertaining to health and safety. The Contractor shall take all precautions necessary and shall be responsible for the safety of all work to be performed by Contractor's employees. The Contractor shall not require any person employed in the performance of the Contractor to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under safety and health standards promulgated by the U.S. Secretary of Labor.

The importance of safety of all workers shall be recognized and accident prevention shall be an integral part of the Contractor's operations. The Contractor shall conduct the work in a safe and practical manner, in conformance with the safety and health standards made applicable to the work by the Federal Occupational Safety and Health Act.

Contractor will be required to complete the Certificate of Compliance, Connecticut General Statute 31-57b (Attachment F).

F. MOTOR VEHICLES

Contractor is to be the owner of record of each motor vehicle used in the performance of the contract and each motor vehicle shall be registered with the Connecticut Department of Motor Vehicles ("CTDMV") in accordance with chapter 246 of the Connecticut General Statutes. Each registration shall be valid and shall not be expired, suspended or revoked by the CTDMV for any reason or cause. If a vehicle is not registered with the CTDMV, then it shall be registered with another state or commonwealth in accordance with such state's or commonwealth's applicable statutes.

Each motor vehicle shall be fully insured in accordance with Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in amounts required by the said sections or in such higher amounts as have been specified by the CTDMV 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.

Each employee of Contractor 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 a 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 the CTDMV or such other jurisdiction for any reason or cause.

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 Connecticut General Statutes 14-163c(a) and all applicable provisions of the Federal Motor Carrier Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

V. TRAINING

The Contractor will be solely responsible for ensuring that its employees are trained and competent in the performance of their duties as outlined in the Landscaping Specifications.

VI. WAGE AND BILLING RATES (Refer to Attachment A)

Landscaping services will be priced on an annual basis and shall include all equipment and supplies needed to perform the contract. All contractors are required to complete and submit the Bid Form (Attachment A).

The Contractor shall submit invoices according to the schedule provide on the Bid Form.

Payments for approved invoices shall be made by Owner's Agent within 30 days following the billing date of such invoice. Should Owner or Owner's Agent dispute any portion of the Contractor's invoice, Owner shall pay the undisputed portion of the invoice and advise the Contractor in writing of the disputed portion.

State of Connecticut prevailing wage rates will apply to this contract.

VII. EQUIPMENT

The Contractor shall provide all equipment necessary for the effective and efficient landscaping services on the Property in accordance with the intent of the Landscaping Specifications. All landscaping equipment shall be state-of-the-art and consistent with good work practices. All equipment shall be kept in working order at all times.

Owner-furnished equipment, material, and supplies shall remain the property of the Owner and will not be used for any purpose other than in the performance of landscaping at the Property. When required, the Contractor shall maintain current records and provide an accounting of all equipment, material, and supplies furnished by Owner for use of the Contractor.

Any and all equipment and supplies furnished by the Contractor (other than equipment and supplies purchased by the Owner from the Contractor pursuant to a separate agreement) and placed at the Property shall remain the property of the Contractor and the Contractor shall at all times during and after the Term of the contract have the right to install, maintain, replace, and remove the equipment and supplies.

Contractor will provide an equipment list as required on the Bidder's Statement of Qualifications (Attachment D).

VIII. REFERENCES

Each Bidder shall provide at least two client references whose properties are comparable in size, profile and services to the Property. The information that is to be included for each reference is: the property description and address, the Contractor's length of service at the location, and a contact name with job title and telephone number. Please include one former account together with contact name and telephone number.

IX. INSURANCE AND INDEMNITY (Refer to Attachment B)

Contractor shall provide the following types of insurance coverage in the following amounts:

- Comprehensive General Liability \$3,000,000 Combined Single Limit
- Comprehensive Automobile Liability \$1,000,000 Combined Single Limit
- Worker's Compensation in an amount at least equal to any and all statutory requirements.
- Employer's Liability \$ 500,000

The Contractor will be responsible for the payment of any and all deductible amounts required under the foregoing insurance coverage. The Contractor will not alter or terminate the foregoing insurance coverage without obtaining the Owner's written consent at least thirty (30) days prior to such alteration or termination.

Contractor shall repair or replace at its own cost and expense any damage caused by its workmen, agents, or employees.

All certificates of insurance to be furnished by Contractor shall name Owner's Agent and Owner as additional insureds and shall provide that the insuring carrier will furnish Owner's Agent at least thirty (30) days' prior written notice of any change to or cancellation of insurance.

X. CONTRACT PROVISIONS (Refer to Attachment B)

It is the intention of the Owner to execute a 3-year contract. Such contract shall be the standard service contract form of the Owner's Agent and will contain a termination option with 30 days prior written notice. Owner may terminate Contractor with 48 hours notice if Contractor fails or refuses to perform services as described in the Bid Package.

When awarded the contract, the standard service contract will be presented to Contractor for review, negotiation, and execution.

The desired contract commencement date is April 1, 2008.

XI. MINIMUM BID RESPONSE

By 3:00 p.m. on Monday, March 17, 2008, the Contractor shall remit two (2) originals of its Bid Response to:

Mark Morazes
Property Manager
Konover Commercial Corporation
265 Church Street, Suite 200
New Haven, CT 06510

No fax copies will be accepted.

The Bid Response must include Attachment A along with documents requested in Attachment B and in the Bid Package.

Attachment A

**BID FORM
2008-2011 LANDSCAPING SERVICES**

Property: *Uncas on Thames Campus
401 West Thames Street, Norwich CT 06360*

Owner: **State of Connecticut**

Contractor: _____

Telephone #'s: _____

Date Submitted: _____

Pricing Schedule

Contractor's Annual Fee - 4/1/2008-3/31/2009 \$ _____

To be billed in twelve (12) equal installments \$ _____ per month

Contractor's Annual Fee - 4/1/2009-3/31/2010 \$ _____

Contractor's Annual Fee - 4/1/2010-3/31/2011 \$ _____

Labor charge for additional work:

A) Straight Time (hourly rate): \$ _____

B) Overtime (hourly rate): \$ _____

Alternative A

Fertilization / Grub Control:

Contractor's Annual Fee - 4/1/2008-3/31/2009 \$ _____

To be billed in Three (3) equal installments \$ _____ per installment

Contractor's Annual Fee - 4/1/2009-3/31/2010 \$ _____

Contractor's Annual Fee - 4/1/2010-3/31/2011 \$ _____

Attachment B

CRITERIA FOR CONTRACTED SERVICES

for

**Uncas on Thames Campus
401 West Thames Street
Norwich, CT 06360
Owned by
State of Connecticut**

The Contractor who is awarded a contract to perform landscaping services at the Property will be required to submit or complete the following items:

1. Execution of a standard service contract supplied by Owner's Agent, in accordance with agreed upon pricing terms and conditions. Such contract contains a termination clause of 30 days prior written notice. Owner may terminate Contractor with 48 hours notice if Contractor fails or refuses to perform services.
2. A request for Taxpayer Identification Number and Certification (W-9 Form).
3. A Certificate of Insurance evidencing coverage with a responsible insurance carrier with a Best's rating of not less than A-VIII, and otherwise satisfactory to Owner. Insurance coverage shall include: a) Worker's Compensation Insurance in statutory amounts; b) Employer's Liability Insurance in the minimum amount of \$500,000; c) Comprehensive General Liability Insurance in the minimum amount of \$3,000,000 Combined Single Limit (with coverage on an occurrence form); and d) Comprehensive Automobile Liability Insurance of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. (Please provide a copy of the certificate of insurance with the Bid response.)
4. The Certificate of Insurance will name the Owner and Owner's Agent as additional insureds:

Owner: **STATE OF CONNECTICUT**

Owner's Agent: **KONOVER COMMERCIAL CORPORATION**
5. Current SBSA Certificate, if applicable. (Copy to be provided with Bid response.)
6. Updated State of Connecticut Gift and Campaign Contribution Certification.
7. To ensure timely payments, all invoices shall be submitted to:

**Konover Commercial Corporation as Agent for State of Connecticut
401 West Thames Street, Building 100
Norwich, CT 06360**

STATE OF CONNECTICUT
BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number: _____

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: _____
&
ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, THAT YOU ACTUALLY PERFORMED SERVICE AGAINST. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

LIST PREVIOUS COMPANY NAME (S) _____

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS INVITATION FOR BIDS WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____

STATE OF CONNECTICUT

BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number:

Page 2 of 2

COMPANY NAME: _____

SIZE OF COMPANY OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME _____ PART TIME _____

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE? YES NO

REGISTRATION DATE, IF AVAILABLE: _____

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE? YES NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS BID.

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

SIGNATURE

DATE

TITLE

NONDISCRIMINATION
CERTIFICATION
For Individual Contractor
FORM INDC New 08/07

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

Solicitation
Number:

Mark Carroza
Contract Specialist

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

(860)713-5047
Telephone Number

Individual Contractor
Nondiscrimination Certification – Page 1 of 1

I, _____, of _____,
Signer's Name *Name of Entity*

Business Address

am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for Contract Number _____. In order to induce the State to consummate said contract, I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF,
the undersigned has executed this certificate this _____ day of _____, 20____.

Signature

Print Name

Title

Effective June 25, 2007

STATE OF CONNECTICUT
Certificate of Compliance with
Connecticut General Statute Section 31 - 57b

Bid Number:

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____)
_____)

ss: A.D., 20 _____

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

(Notary Public) (Seal)