



TO: All Prospective Bidders

FROM: Cynthia Shea-Luzik – Manager, Procurement Services

DATE: 4/7/2022

RE: ADDENDUM #1 RFP 22-SCSU-06 – Landscaping Services

Addendum #1 contains the current contract for these services.

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**Agreement Between
Executive Landscape and
Southern Connecticut State University
For Landscaping Services**

2015 JUL 17 PM 12 38

This Agreement is made this 10th day of July, 2015 by and between Executive Landscaping, Inc. with an office at 2969 Whitney Avenue, Hamden, CT 06518 (hereinafter the "Contractor") and Southern Connecticut State University of the Connecticut State University System, a constituent unit of the State of Connecticut System of Higher Education located at 501 Crescent St., New Haven, CT 06515-1355 (hereinafter "SCSU" or "University").

1. Agreement:

This Agreement, pursuant to an award made to the Contractor based upon Contractor's response to RFP SBE15-SCSU-13, provides for landscaping services including, but not limited to, bed edging, weeding, mowing, trimming, cleaning of all sidewalks and removal of grass clippings and leaves.

This Agreement itself is not an authorization for the Contractor to begin performance in any way. The Contractor may begin performance of service only after it has received a duly issued purchase order from the University.

2. Service Requirements:

- 2.1 Contractor shall furnish all labor, material and equipment needed to perform the required services as outlined in Section 3, below.
- 2.2 The Contractor shall not store any equipment, materials or supplies on SCSU property without prior approval from the Agency Representative.
- 2.3 All chemicals used by the Contractor shall have been approved for use by the State of Connecticut, Department of Environmental Protection and registered with the United States Environmental Protection Agency. Only those persons holding the appropriate licensure may apply chemicals as required by the University. The Contractor shall provide the University with verification of licensing and MSDS sheets prior to application of any chemicals.
- 2.4 The Contractor shall hold all necessary licenses and registrations for the application of pesticide, herbicide, fungicide, and fertilizer.
- 2.5 Contractor shall be responsible for the composting of all leaves and grass clippings at a State of Connecticut approved facility. The Contractor shall provide the name, address and phone number of the processing facility used for recycling and also provide monthly cubic yardage figures by the 10th of each month to the attention of SCSU's Recycling Coordinator.
- 2.6 The Contractor shall be responsible for all field measurements and dimensions.
- 2.7 The University's normal working hours are 7:00 A.M. until 3:00 P.M., Monday through Friday. In order to meet the operational needs of the University and to minimize interference with normal University operations, the Contractor may be required to work evenings or weekends,

Procurement Services

JUL 23 2015

at no additional cost. The Agency Representative shall designate the hours in which the services shall be provided as outlined in this Agreement.

3. Required Services:

3.1 General Cleanup – Spring and Fall – shall be performed at the locations outlined in Table 1.

3.1.1 Spring cleanup shall be performed from the middle of March through the middle of April and shall consist of, but not be limited to, the raking and removal of leaves, litter, weeds, sand, brush from lawns, shrubs and tree beds. The Contractor shall also deep edge all shrub and/or tree beds, including free standing trees, and mulch with a minimum of three inches (3”) of mixed hardwood mulch. There shall be no volcano mulching.

3.1.2 Fall cleanup shall take place from the middle of November until the end of November and include raking, blowing, removal of all leaves, litter, weeds and other debris from lawns and shrub/tree beds.

3.2 Lawn Care Cutting, Edging and Trimming – shall be performed at the locations outlined in Table 1.

3.2.1 Contractor shall cut the lawn to a height of two and one-half inches (2 ½”) in Spring and Fall and shall cut the lawn to a height of three inches (3”) in the Summer. All lawn areas listed in Table 1 must be mowed at a minimum of once per week. The Contractor shall be responsible for removing clippings from sidewalks, parking lots and streets after each cutting.

3.2.2 Contractor shall trim around all treewells, buildings, fence posts, flag poles, light poles, monuments, signs, curbing and walkways for the areas listed in Table 1. All trimming shall be maintained at the same height as the adjacent mowed areas after each cutting.

3.2.3 Contractor to edge around curb lines, sidewalks, driveways, parking lots of the locations listed in Table 1 a minimum of twice per month.

3.3 Shrub/Tree Care

The Contractor shall submit detailed plans to an Agency Representative for maintaining all shrub/tree beds at the locations listed in Table 1. Plans shall include, but not be limited to, weeding, fertilizing, insect and disease control, litter removal, edging, pruning, trimming, removal of deadwood, and turning over and freshening mulch material when it becomes matted down or washed out, as well as provide additional top dressing as necessary.

3.3.1 Pruning/Trimming of Shrubs – Contractor shall perform pruning and trimming of shrubs according to the needs of the particular species, but not less than once per year. The Contractor shall be responsible for identifying the needs of a particular species.

- 3.3.2 Contractor shall remove litter in the shrub/tree bed areas on a weekly basis.
- 3.3.3 Contractor shall perform edging a minimum of twice per month.
- 3.4 Lawn Fertilization and Weed, Disease and Insect Control
 - 3.4.1 The Contractor shall submit detailed plans to an Agency Representative for lawn fertilization and weed, disease and insect control for the areas listed in Table 1.
 - 3.4.2 The Contractor shall be responsible for taking soil samples from the locations listed in Table 1 and providing an Agency Representative with soil sample analysis of each location along with any applicable recommendations for treatment of soil.
 - 3.4.3 The Contractor shall implement an Integrated Pest Management (hereinafter "IPM") Program which shall be in compliance with Section 22a-66I of the Connecticut General Statutes.
 - 3.4.4 The Contractor shall be responsible for the removal and disposal of all cuttings, clippings, weeds, brush, and litter, including chemicals, in accordance with the U.S. Department of Environmental Protection safety regulations.
 - 3.4.5 The Contractor shall supply Material Safety Data Sheets (hereinafter "MSDS") for review and approval by an Agency Representative prior to any materials being brought onto or used on the campus.
 - 3.4.6 The Contractor shall provide forty-eight (48) hours notice to the University prior to applying pesticides.
- 3.5 Irrigation Systems
 - 3.5.1 The Contractor shall monitor the irrigated areas outlined in Table 1. Contractor shall insure that irrigation systems are performing properly and monitor water coverage application rates. Any irrigation system failure shall be reported immediately to the Agency Representative.
 - 3.5.2 The Contractor shall open the irrigation systems in the Spring and winterize the irrigation systems in the Fall. Prior to performing any opening or closing the systems, the Contractor shall consult with the Agency Representative.
 - 3.5.3 Contractor shall perform repairs to the irrigation system on a time and materials basis as requested by the Agency Representative.
 - 3.5.4 The Contractor shall be responsible for the setting or re-setting of irrigation clock timers due to changing weather conditions, power outages and special events.
- 3.6 Flower Beds
 - The Contractor shall provide seasonal flowers at the locations outlined in Table 1.
 - 3.6.2 The Contractor shall provide service and maintenance of seasonal flowers including, but not limited to, planting, watering, mulching,

fertilizing, weeding, disease and insect control, litter removal, edging, deadheading and the replacement of dead plants.

3.6.3 Prior to installation of seasonal flowers, the Contractor shall obtain the approval of the Agency Representative as to the flower selections, colors, variety and size, as well as the planning patterns. In no event shall plantings block signage lettering or lighting.

3.7 Geese Control

The Contractor shall, upon request of the Agency Representative, provide pricing to the Agency for the removal and disposal of goose droppings and application of Flight Control® goose repellent for the Jess Dow practice football field, lawn areas in and around the football field, the throwing areas, the lower field behind the tennis courts and the rugby field.

Contractor shall also provide, upon request, a square foot unit price for each sweeping/removal/disposal of goose droppings and for application of Flight Control® in other areas of the University grounds not listed above.

Goose droppings shall not be disposed of on University grounds.

Table 1 – Locations of Service*

Campus Locations	Section 3 – Required Services						
	3.1	3.2	3.3	3.4	3.5	3.6	3.7
Academic Quad				X	X		
Adanti Student Center	X	X	X	X	X	X	
Admissions House			X	X			
Buley Library (Fitch Street Side)	X	X	X	X	X		
Chase Hall					X		
Connecticut Hall			X	X	X		
Crescent Street Sign						X	
Dorm Drive Island Strip					X		
Earl Hall			X	X	X		
Engleman Hall		X	X	X	X		
Engleman "D" Courtyard	X	X	X				
Facilities Operations	X	X	X	X	X		
Farnham Avenue Sign						X	
Farnham and Wintergreen Crosswalk						X	
Fitch Street and Crescent Street						X	
Fitch Street and Wintergreen				X			
Fitch and Pine Rock Ave.						X	
Fitch Street Parking Garage	X	X	X	X	X	X	
Fitch Street Sign (fronting Morrill Hall)						X	
Hickerson Hall	X	X	X	X			
Jennings/Morrill Hall			X	X	X		
Jess Dow Practice Fields			X	X	X		X

Campus Locations	Section 3 – Required Services						
	3.1	3.2	3.3	3.4	3.5	3.6	3.7
Lang House			X	X			
Lot 12 (includes sloping beds on either side entrance, islands and sloped bed between lot and TE-8)			X				
Lyman Center (includes island in front of building)			X	X	X		
Moore Field House			X	X			
Neff Hall	X	X	X	X			
Nursing Dept. Building	X	X	X	X	X	X	
Olympic Walkway			X				
Orlando House			X	X			
Parking Lot 12			X				
Pelz Gymnasium (includes raised planter near front entrance, north-facing semi-circular areas inside fence line and beds on either side of entrance; west facing lawn)			X	X	X	X	
Pine Rock Avenue Sign						X	
Residence Hall Quad					X		
Rugby Field							X
School of Business	X	X	X	X			
Tennis Courts (lower field behind)							X
West Campus Parking Garage	X	X	X	X	X		
West Campus Residence Hall	X	X	X	X	X		
Wilkinson Hall					X		
Wintergreen Avenue Sign (fronting MFH)						X	
Wintergreen Building			X	X		X	
Wintergreen Parking Garage	X	X		X	X		

* Due to new construction on campus, the University may request services be performed at locations other than those listed in Table 1. The University shall contact the Contractor for a price quotation to add any proposed locations to this Agreement. If agreed by the University and the Contractor, any new locations or additional services shall be added to this Agreement by a formal written contract amendment executed by the parties and signed by the State of Connecticut Office of the Attorney General.

4. Agency Contacts:

The Contractor shall perform all services listed in Section 3 under the direct supervision of the University's Agency Representatives:

Agency Representatives:

Mr. Bill Cohane
Assistant Director of Facilities Planning & Operations
Phone: 203-392-6052
E-mail: cohanew1@southernct.edu

Mr. Richard Cogswell, Jr.
Coordinator of Custodial and Grounds Services
Phone: 203-392-6833
E-mail: cogswellr1@southernct.edu

Recycling Coordinator:

Ms. Heather Sterns
Facilities Operations
Phone: 203-392-6931
E-mail: stearnsh1@southernct.edu

5. Term:

The initial term of this Agreement shall be for three (3) years, commencing on September 1, 2015 and ending on August 31, 2018. SCSU may, at its sole discretion, choose to extend this Agreement for two (2) additional one (1) year periods.

6. Termination:

- (a) Notwithstanding any provisions in this contract, the College/University, through a duly authorized employee, may terminate the contract whenever the College/University makes a written determination that such termination is in the best interests of the State. The College/University 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 College/University, 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 following breach provision.
- i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the College/University sets forth in the notice shall trump the ten (10) days. The 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 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 College/University believes that the Contractor has not performed according to the contract, the College/University may withhold payment in whole or in part pending resolution of the performance issue, provided that the College/University notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The College/University 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 College/University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the College/University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all College/University all records. The records are deemed to be the property of the College/University and the Contractor shall deliver them to the College/University 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 College/University 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 College/University, the Contractor shall cease operations as the College/University directs in the notice, and take all actions that are necessary or appropriate, or that the College/University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the College/University 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 College/University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the College/University in accordance with the terms of this 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 College/University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the College/University, the Contractor shall assign to the College/University, or any replacement Contractor which the College/University designates, all subcontracts, purchase orders and other commitments, deliver to the College/University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the College/University may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the College/University 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.

Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the College/University.

7. Pricing and Price Schedule:

All prices shall remain firm during the first year of this Agreement. Following the first year and on the anniversary date thereafter, the Contractor may file for a price adjustment consistent with, and relative to, then current market trends. The proposed new prices must be sent with the request for adjustment and must be fully and properly documented. The proposed new pricing, if approved, shall be firm until the next anniversary date of the Agreement. The University reserves the right to reject any requested price adjustments if deemed in the best interests of the University.

A request for a price adjustment should be sent to the attention of the Manager of Procurement Services within thirty (30) days of the annual anniversary date of this Agreement. Any purchase orders issued by the University prior to the effective date of a price adjustment shall be honored by the Contractor at the price in effect at the time of the issuance of the purchase order.

Price Schedule

	Landscaping Services	Cost
3.1	<i>General Cleanup</i>	
	Spring Clean Up	\$11,870.00
	Deep Edge	\$4,505.00
	Mulch	\$16,875.00
	Fall Clean Up	\$16,163.00
3.2	<i>Lawn Care: Cutting, Edging and Trimming</i>	
	Lawn Care	\$27,624.00
3.3	<i>Shrub/Tree Care</i>	
	Weeding	\$13,065.00
	Bed Pre – Mulching	\$6,860.00
	Shrub Fertilization*	\$2,035.00
	Litter Removal	\$16,113.00
	Misc. edging, trimming	\$3,659.00
	Pruning	\$9,445.00

	Landscaping Services		Cost
		Refresh Mulch as requested	\$65.00 per yard installed
3.4	<i>Lawn Fertilization, Weed, Disease, Insect Control</i>		
		4 Round lawn fertilization and weed control	\$16,335.00
		Grub Control Application*	\$5,460.00
3.5	<i>Irrigation System</i>		
		Open and Close Systems – Monitoring and setting included in price.	\$5,530.00
		System Repairs	\$75.00 per hour for Irrigation Tech
3.6	<i>Flower Beds</i>		
		Seasonal Plantings	\$12,000.00
3.7	<i>Geese Control</i>		
		Sweep and Remove droppings	\$700.00 per occurrence–Jess Dow \$975.00 per occurrence– Football, Throwing, Tennis & Rugby Areas
		Spray Flight Control	\$1,350.00 per occurrence – Jess Dow \$1,670.00 per occurrence – Football, Throwing, Tennis & Rugby Areas \$650.00 per acre at other areas (\$14.95 per 1000 sqft.)
	* Integrated Pest Management is included in the price. Applications for insect and disease control shall be additional.		

8. Standard Wage Rates:

Standard wage rates, as indicated by the State of Connecticut Labor Department pursuant to Connecticut General Statutes, Section 31-57f, will prevail for the duration of this Agreement. Please note that it will be the Contractor's responsibility to monitor wage rates issued by the Connecticut Department of Labor and insure that non-supervisory employees are paid the most current wage and benefit rate. All annual certified payrolls are to be submitted to the Agency Representative. The Contractor shall direct any questions pertaining to Standard Wage Rates to the Wage and Workplace Standards Division, telephone 860-263-6790.

Please note that the University cannot extend any Agreement for service unless the certified annual payrolls are submitted to the Agency Representative thirty (30) days prior to the expiration of the current term of this Agreement.

9. Billing & Payment:

Payment shall be made after services have been successfully performed with the approval of the SCSU Agency Representative or appointed designee(s). Monthly invoices shall be on Contractor's stationery and shall be type faced. Hand written invoices shall be deemed unacceptable by the University and shall not be processed for payment. Each invoice shall note the applicable Purchase Order Number for proper payment processing. Invoices shall be sent to:

Southern Connecticut State University
Facilities Planning & Operations
Attn: Judy Sizensky-Searles
615 Fitch Street
Hamden, CT 06514

The University's payment terms are Net 45 days from the date of receipt of properly completed invoice.

10. Insurance & Indemnification:

- a. The Contractor shall indemnify, defend and hold harmless the State 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 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 State 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 State

harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

- c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State 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 State 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 State 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 Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

11. 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.

12. Contract Assignment:

No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of SCSU.

13. Severability:

If any provision of this agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

14. Claims Against the State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

15. Non-discrimination:

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "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;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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

- x. “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 agency, 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 agency of a subdivision, agency, 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 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 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.

16. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

17. Amendment:

The Contractor shall not change this agreement without formal written contract amendment executed by the parties and signed by the State of Connecticut Office of the Attorney General.

18. Independent Contractor:

In the performance of this Agreement, the contractor is acting as an independent contractor, and nothing contained herein shall at any time be construed so as to create the

relationship of employer and employee, partnership, principal and agent, or joint venturer as between the University and the contractor.

19. Campaign Contribution Restrictions:

For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

20. 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 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.

21. Professional Standards. In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to College/University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of College/University, such services as College/University requests, provided in the contract.

22. Contractor's Standards of Conduct

(a) In order to insure the orderly and efficient performance of duties and services at College/University and to protect the health, safety and welfare of all members of College/University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking on campus grounds;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of College/University rules and procedures;
- vi. Unauthorized use of College/University vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and Section 22 (a) above. The College/University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in

violation of any law or standards adopted by the College/University from time to time, as required, to protect the health, safety and welfare of the College/University community. Upon request of the College/University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

23. Entire Agreement:

This written Agreement shall constitute the entire agreement of the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by SCSU. This agreement may not be changed other than by a formal written amendment signed by the parties hereto and approved by the Connecticut Attorney General.

The undersigned hereby represent that they are fully authorized to execute this Agreement and bind the parties hereto:

Executive Landscaping, Inc.

X
By: [Signature]
Title: [Signature]
Date: 7/10/15

Southern Connecticut State University C.G.S. 10a-151b

By: [Signature]
Title: Executive V.P.
Date: 7.21.15

Approved as to Form:
Office of the Attorney General of the State of Connecticut

By: [Signature]
Title: ASSOC. ATTY. GENERAL
Dated: 7/30/15