

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

Ann Simeone
Buyer Name
(860)713-5048
Buyer Phone Number

CONTRACT AWARD NO.: 12PSX0011
Contract Award Date: 27 July 2012
Proposal Due Date: 17 May 2012
SUPPLEMENT DATE: 6 September 2013

CONTRACT AWARD SUPPLEMENT #2
IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

FOR: Cheshire, New Milford and Wolcott, CT Schools

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
July 30, 2012 through June 30, 2014

AGENCY REQUISITION NUMBER: 0000000678

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			N/A

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **The Hartford Provision Company dba HPC Foodservice Company**

Company Address: **625 Nutmeg Road North, South Windsor, CT 06074**

Tel. No.: **(860) 760-3935**

Fax No.:

Contract Value: **\$1,800,000.00 est. total**

Toll free (800) 883-9800 x 3935

(800) 282-5898

Cell (860) 681-4667

(860) 583-3369

Contact Person: **Roger Siering**

Delivery: **as required**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site: rsiering@HPCFS.com www.HPCFS.com

Remittance Address: **HPC Foodservice, Dept. #385, PO Box 150473, Hartford, CT 06115-0473**

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

Agrees to Supply Political SubDivisions: **No**

Terms: **Net 45 Days**

Cash Discount: **0.5 % 15 Days**

NOTE:

- **Effective immediately, the Exhibit B Price Schedule (attached) for this Supplement shall reflect the Price Adjustment language stated in the Contract Document.**
- **All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**

APPROVED _____

ANN SIMEONE

Contract Specialist

(Original Signature on Document in Procurement Files)

	A	B	C	H	M	N	R	T	U	V	W	X	AA	AB
3		Item or Product Description	Preferred Brands or Specs	pack size	Proposer's Product Description and Specs	Proposer's Brand	Proposer's Pack Size	er's Commercial Price per Manufacturer	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	HPC CODE:	Manufacturer's Brand Code Number
4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lakes	168	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321
5		Spaghetti Sauce	Dom Pepino	/10 cans/cas	Spaghetti Sauce	Raggazinos	6	\$ 48.00						ad78899
6	1	Baked Scoops look under tortilla in grains section												
7	2	CHEETOS BAKED SS	Frito Lays	104/.875		FRITO		\$25.29					57143	21642
8	3	CHEETOS FANTASTIC asst. varieties	Frito Lays	104/1oz		FRITO		\$25.29					57670	36098
9	4	CHEX MIX TRADITIONAL	General Mills	60-1.75 oz		GEN MILLS		\$21.22					57147	12400-4
10	5	CHEX SIMPLY BBQ	General Mills	60/1.2OZ		GEN MILLS		DISC					DISC	
11	6	CHEX SIMPLY CHEDDAR	General Mills	60/1.2OZ		GEN MILLS		\$20.70					45283	31932
12	7	CHEX SIMPLY CHOCOLATE CARAMEL	General Mills	60/1.2OZ		GEN MILLS		\$20.70					45287	31933
13	8	CHEX SIMPLY SOUR CREAM AND ONION	General Mills	60/1.2OZ		GEN MILLS		DISC					DISC	
14	9	CHEX SIMPLY STRAWBERRY YOGURT	General Mills	60/1.2OZ		GEN MILLS		DISC					DISC	
15	10	CHIP BAKED BBQ POTATO chip	Frito Lays	64/1.125		FRITO		\$24.20					57676	44395
16	11	CHIP LAYS FUN SIZE	Frito Lays	120/.5 Z		FRITO		\$15.17					57149	19846
17	12	CHIPS BAKED Ruffle Cheddar & Sour Cr	Frito Lays	64-1.126		FRITO		\$24.20					57740	44400
18	13	CHIPS BAKED SOUR CR & ONION	Frito Lays	64/1.125		FRITO		\$24.20					57678	44398
19	14	CHIPS POTATO BAKED, ORIGINAL	Frito Lays	64/1.125		FRITO		\$24.20					57674	44396
20	15	Cinn Toast CRUNCH BARS	General Mills	96/1.3		GEN MILLS		\$27.46					57321	19437
21	16	COOK DGH RED/FAT CARNIVAL	Otis reduced fat 51% whole grain	384/1 OZ		OTIS SP		\$44.78					20614	55678
22	17	COOK DGH RED/FAT CARNIVAL	Otis reduced fat 51% whole grain	240/1.5 OZ		OTIS SP		\$41.97					20627	55688

	A	B	C	H	M	N	R	T	U	V	W	X	AA	AB
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23	18	COOK DGH RED/FAT CHO CHIP	Otis reduced fat 51% whole grain	384-1 oz		OTIS SP		\$44.78					20677	55670
24	19	COOK DGH RED/FAT CHO CHIP	Otis reduced fat 51% whole grain	240/1.5		OTIS SP		\$41.97					20630	55680
25	20	COOK DGH RED/FAT SUGAR	Otis reduced fat 51% whole grain	384/1 OZ		OTIS SP		\$44.78					SPO	
26	21	COOK DGH RED/FAT SUGAR	Otis reduced fat 51% whole grain	240/1.5		NABISCO		\$41.97					20628	55684
27	22	Cookie 100 Calorie Oreo	NABISCO	72/.81		NABISCO		\$21.18					57075	938
28	23													
29	24	Cookies 100 CAL. CHIPS AHOY	NABISCO	72/.81		NABISCO		\$21.18					57073	937
30	25	Cookies IW choco chip m&m	Best Maid	120		BEST MAID		\$25.60					20653	70008
31	26	Cookies IW chocolate chip	Best Maid	120		BEST MAID		\$24.40					20654	70007
32	27	Dorito COOL RANCH REDUCED FAT	Frito Lays	72-1 oz		FRITO		\$17.52					57672	
33	28	DORITOS BAKED, NACHO CHEESE	Frito Lays	0.75		FRITO		\$21.41					57148	20002
34	29	Doritos Nachos Cheese Baked	Frito Lays	64-1.375 oz		FRITO		\$20.04					57172	16936
35	30	Doritos Nachos Cheese Red Fat	Frito Lays	72-1 oz		FRITO		\$17.52					57165	31748
36	31	Doritos REDUCED FAT Spicy Chili	Frito Lays	72-1 oz		FRITO		\$17.52					57112	49093
37	32	Fortune Cookie	Packer	96/3oz		WON TON	350 CT	\$ 9.84					45637	14216
38	33	NUTRIGRAIN BARS APPLE CINNAMON	Kellogg's	48/1.3		KELLOGGS								
39	34	NUTRIGRAIN BARS BLUEBERRY	Kellogg's	48/1.3		KELLOGGS		\$20.81					57298	35745
40	35	NUTRIGRAIN BARS STRAWBERRY	Kellogg's	48/1.3		KELLOGGS		\$20.81					57598	35945
41	36	PITA CHIPS NAKED	STACYIES	24/1.5 OZ		STACYS		\$15.75					19161	17447-4
42	37	POPTART/STRWB/ WHOLE GRN.	Kellogg's	12/10 case		KELLOGGS		\$41.03					57478	55122

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3														
43	38	POPART/cinnamon/ WHOLE GRN.	Kellogg's	12/10 case		KELLOGGS		\$40.99					56657	55130
44	38	RICE KRISPIE TREATS SQUARES	Kellogg's	1.3		KELLOGGS	80 ct	\$34.99					57488	26547
45	39	Round Tortilla Nacho Chips	moved to grains											
46	40	Shape Ups Juice	J&J	3 oz		J&J		\$18.09					SPO	
47	41	Snack Mix Kids Mix	Quaker	104/.875		FRITO		\$25.29					57157	36308
48	42	TINY TWISTS	Frito Lays	120 / .5 OZ		FRITO		\$38.86					57274	14245
49	43	COOKIES Giant GOLDFISH Graham	PEPPERRIDGE FARM	300/.9oz										
50	45	austin Animal Crackers	austin	100/1 oz		AUSTIN		\$16.06					57524	487865
103	98													
104														
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	A	B	C	H	M	N	R	T	U	V	W	X	AA	AB
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4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lake	168	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321
5		Whole muscle Chicken Breast skinless bonelss uncooked IQF	Tyson, Goldkist, Brakebush, Local	serv per case 31 lbs/case	Spaghetti Sauce	Raggazinos	6	\$ 48.00						ad78899
6	1	COMMODITY AND commercial Honey BBQ Ribs #3817	Avdvance Pierre 100/box	100-3.25oz		ADVANCE		\$49.46					23777	3817
7	2	COMMODITY AND commercial BBQ Ribs #3718	Avdvance Pierre 100/box	100-3.25oz										
8	3	Turkey Sausage Links skinless FC CN	Jones #18738 1.5 oz	150				\$28.81						
9	4	Turkey Sausage Links skinless FC CN	Jones #18630 .75 oz	150		JONES		\$28.81					16515	18630
10	5	Bacon Round- precooked	192 ct	192/cs		HORMEL		\$37.27					17052	25779
11	6	Bacon strips precooked	304	304/cs		HORMEL		\$49.65					17840	49975
12	7	Sausage Patty 2 oz Turkey	160-1.02 oz	1 oz		JONES	114 CT	\$34.00					18733	18733
13	8	sausage Links FC CN	Jones school house 239/.67- CN Label	239-.67 oz		JONES		\$21.76					16214	18620
14	9													
15	10													
105	100													
106	101													
107	102													
108	103													
109	104													

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3														
110					text format	text format	0	0						0
111														
112														
113														

	A	B	C	H	M	N	T	U	V	W	X	AA	AB	
1		Directions: Fill in Columns L, M, N, O, P, R, U, V	Two Examples provided in Blue		Fill in last empty lines with products not listed here.									
3		Item or Product Description	Preferred Brands or Specs	pack size	Proposer's Product Description and Specs	Proposer's Brand	Proposer's Commercial Price per Manufact-	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	HPC CODE#	Manufacturer's Brand Code Number	
4		all products below must be cn labeled and must meet 2 meat /meat alternate per serving and a maximum of 3.5 grain/bread serving			String Cheese Sticks reduced fat	and O Lake	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321	
5		5" round pizza, 2 Meat/2 BRD Whole Grain Crust 100% Mozzarella	Schwan, Con Agra, Giorgi, Nardones, Unos,etc	60/cs	Spaghetti Sauce	Raggazines	\$ 48.00						ad78899	
6	2	COMMODITY and Commercial 4 x 6 Cheese Pizza with 100% Mozzarella	Nardone #96 WWED	96-5 oz		NARDONES	\$45.60	\$ 20.54	\$25.06			23639	96WWED4X6	
7	6	COMMODITY and Commercial Whole Grain Quesadilla Cheese	ConAgra #12699	96-5 oz		MAX	\$44.95	\$ 6.88	\$38.07			30348	12699	
8	8	COMMODITY and Commercial Pizza cheese conqueso 12658	MAX SNAX 96/4 oz CS	96/4oz		MAX	\$49.33	\$ 5.49	\$43.84			30358	12658	
9	10	COMMODITY and commercial WG 5" Deep Dish Pizza 50/50 Blend Cheese	Nardone's 5WRMNY - 5.9 oz	60/cs		NARDONES	\$43.53	\$ 12.84	\$30.69			23629	5WRMNY2	
10	19	COMMERCIAL Stuffed Crust Wedge Whole Grain	The Max ConAgra #12671	72-5.75 oz		MAX	\$37.20	\$ 7.79	\$29.41			30320	12671	
11	25	COMMODITY and commercial WG Garlic French Bread Pizza	Nardone #60WGUM	60/case		NARDONES	\$43.53	\$ 12.84	\$30.69			23645	60WGUM	
12	29	COMMODITY and Commercial WG French Bread Pizza 6" Blend 50/50	Nardone #60WUM	60-4.95 oz		NARDONES	\$43.53	\$ 12.84	\$30.69			23631	60WUM	
13	32	French Bread Pizza 8" Blend 50/50 no more than 750 mg of sodium	Schwanns 78525 (2 Meat, 2.25 BRD)	72/5.75 oz		SCHWANS	\$52.50	\$ 7.71	\$44.79			29928	78525	

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14	35	COMMODITY AND commercial 16" Round Rolled Edge Whole Grain Pizza 8 Cut 100% Mozz	Nardones Whole wheat Pizzeria Style 16WPS2	72 PIECES, 9/16"		NARDONES	\$47.67	\$ 13.69	\$33.98			23647	16WPS2
15	36	COMMODITY AND commercial 16" Round Rolled Edge Whole Grain Pizza 8 Cut 100% Mozz	Big Daddy's HAND TOSSED 51% Whole Grain Schwan #78398	72 PIECES, 9/16"		SCHWANS	\$59.48	\$ 15.41	\$44.07			29959	78398
16	37	COMMODITY AND COMMERCIAL 16" Round Rolled Edge Whole Grain Pizza 8 Cut 100% Mozz	Big Daddy's BOLD 51% Whole Grain Schwan #78985	72 PIECES, 9/16"		SCHWANS	\$61.04	\$ 15.41	\$45.63			29961	78985
17	51	COMMODITY and commercial Mozzarella Cheese Breaded Sticks	Farm Rich Better for You 65220	24LB		RICHS	\$53.26	\$ 18.44	\$34.82			30341	65220
18	55	COMMODITY and commercial Pizza Crunchers no more than 650 mg sodium	Rich's #65225	24LB		RICHS	\$52.97	\$ 15.11	\$37.86			21629	65225
19		PIZZA CRUNCHER BUFFALO #65224				RICHS	\$55.72	\$ 16.02	\$39.70			360	65224
20	62	Commercial 7" Breadstick cheese filled Whole Grain Reduced Fat	Bosco	65-7 oz servings		BOSCO	\$59.52	\$ 17.34	\$42.18			28399	2015A
21	63	commercial 6" Breadstick cheese filled Whole Grain Reduced Fat	Bosco	65-6 oz servings		BOSCO	\$53.18	\$ 15.41	\$37.77			28487	2011A
22	67	COMMODITY or commercial WG Mac&Cheese R/Fat 6oz	Land O Lakes	6-5 lbs		LOL	\$61.23	\$ 13.34	\$47.89			1993	511295
23	71	COMMODITY or commercial Mozzarella stuffed dough Pizza Dippers or Sticks 4 sticks or dippers = 2 Meat/2 BRD	Farm Rich Pizza Dippers 65268	400/1 oz								not avail	

	A	B	C	H	M	N	T	U	V	W	X	AA	AB
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24	74	Commercial Calzone cn label	Red door	44/cs		RED DOOR	\$35.99					21821	18
25	80	commercial and commodity WG Small mini Ravioli 7 ravioli min 1 meat and 1 bread	Tasty Brands	90 serv		TASTY BR	\$64.63	\$ 9.40	\$55.23			23040	834WG
26	83	COMMODITY AND commerical WG Cheese Stuffed Shells, 2 shells	Tasty Brands	112 serv		TASTY BR	\$71.91	\$ 20.47	\$51.44			23022	803WG
27	86	COMMODITY AND commercaill WG Lasagna Roll-Up cn	Tasty Brands	110-4oz		TASTY BR	\$67.87	\$ 20.31	\$47.56			23020	801WG

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4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lakes	168	\$25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321
5		Spaghetti Sauce	Dom Pepino	/10 cans/cas	Spaghetti Sauce	Raggazinos	6	\$48.00						ad78899
6	1	Nacho Chips	look in grains											
7	2	Peanut Butter	Distributor's Choice	6-5#		AZAR		\$67.02					49215	6516096
8	3	Jelly grape		6/5lb		SMUCKERS	6/ 4 lb	\$30.58					49029	328
9	4	Sprinkles chocolate	Packer	1/10#		GRAND		\$14.21					52298	8272
10	5	Sprinkles rainbow	Packer	1/6 #		AZAR	1/6 lb	\$11.49					52293	553748
11	6	Sprinkles red and white	Packer	1/10#									SPO	
12	7	Coffee K cup	Packer	24/ct		GREEN MTN	4/22 CT	\$43.96					47336	6502
13	8	Coffee Package Regular	Distributor's Choice	160/2.5 oz bag										
14	9	Coffee Package Regular	Distributor's Choice	42/2.5 oz bag		DOUWE EG		\$40.27					47611	4500
15	10	coffee cans or pouches		24/32oz										
16	11	Coffee Packages Decafe		80/2oz /case										
17	12	Coffee French Vanilla Package		24/ 2.5oz per bag		DOUWE EG	128 ct	\$128.47					47621	110488
18	13	Coffee Hazelnut Cream Package		24/ 2.5oz per bag		GREEN MTN	50 ct	\$51.89					47303	4732
19	14	Coffee Filters	Bunn	1000		BUNN		\$8.09					59363	287153
20	15	Turkey Gravy	REST PRIDE	12-#5's		REST PRIDE		\$52.81					55392	550VT
21	16	Brown Gravy low sodium	LeGout	12-#5's									SPO	
22	17	poultry chicken gravy	REST PRIDE	8/22.6 z		REST PRIDE		\$32.43					55400	61920
23	18	Basil	Distributor's Choice	26 oz		DURKEE		\$18.81					55637	55060

misc spices gravy

Fill in empty lines with products not listed above.

misc spices gravy

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24	19	Basil	Distributor's Choice	5.5 oz										
25	20	Black Pepper	Distributor's Choice	16 oz		DURKEE		\$10.69					55839	54961
26	21	Cinnamon	Distributor's Choice	16oz		DURKEE		\$6.45					55817	54963
27	22	chili Powder	Distributor's Choice	18 oz		DURKEE		\$6.29					55814	913511
28	23	Garlic Granules	Distributor's Choice	4.5 lbs		DURKEE	7.25 LB	\$36.91					55663	55340
29	24	Garlic Powder	Distributor's Choice	19 oz		DURKEE		\$7.68					55825	54360
30	25	Onion Granules	Distributor's Choice	20 oz		DURKEE		\$5.88					55833	54551
31	26	Onion Powder	Distributor's Choice	20 oz		DURKEE		\$4.87					55831	54962
32	27	Oregano	Distributor's Choice	24 oz		DURKEE		\$16.36					55679	55615
33	28	Oregano	Distributor's Choice	5 oz		DURKEE		\$7.23					55678	54600
34	29	Parsley	Distributor's Choice	8 oz		DURKEE		\$9.58					55682	55650
35	30	Salt	Distributor's Choice	24-1#/case		STERLING		\$10.28					55013	1271
36	31	Taco Seasonings	Distributor's Choice	5#/bag		FOOTHILLS		\$12.30					40045	5190
37	32													
38	33	croutons cheese and garlic	go to grain page											
39	34	PAN COATING cooking spray	Vegelelene	6/14 OZ		VEGALENE		\$26.66					56137	17021
40	35	sugar		8/5#		DOMINO		\$23.95					54011	403523
41	36	sugar packets		1000pc		HPC	2000 CT	\$10.52					54025	405170
42	37	Brown Sugar Light		12/1#		DOMINO		\$24.10					54054	401358
43	38	Alfredo Sauce		8/19 oz		CHEF LUIS	4/ 96 OZ	\$55.79					45576	30470

misc spices gravy

Fill in empty lines with products not listed above.

misc spices gravy

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3														
44	39	Turkey Gravy		8/16 OZ			8/16 OZ	\$35.98					55391	32412
45	40													

	A	B	C	H	M	N	T	U	V	W	X	AA	AB	
1		Directions: Fill in columns L, M, N, O,P,R, U, V	Two examples provided in blue		Fill in last empty lines with products not listed here.									
3		Item or Product Description	Preferred Brands or Specs	pack size	Proposer's Product Description and Specs	Proposer's Brand	er's Commercial Price per Manufact-	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	IPC CODE	Manufacturer's Brand Code Number	
4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lakes	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321	
5		Spaghetti Sauce	Dom Pepino	/10 cans/cas	Spaghetti Sauce	Raggazinos	\$ 48.00						ad78899	
6	1	Applesauce	unsweetened	6-#10/case		APPLESNAX	\$24.97					50008	90016	
7	2	Fruit Mix	packed in light syrup/ or own juices	6-#10/case		REST PRIDE	\$39.74					41151	4820047447	
8	3	Peaches slices	packed in light syrup/ or own juices	6-#10/case		REST PRIDE	\$45.95					50059	4820047544	
9	4	Pears Diced	packed in light syrup/ or own juices	6-#10/case		REST PRIDE	\$37.36					41106	9155000730	
10	5	Pineapple Tidbits	packed in light syrup/ or own juices	6-#10/case		NORTHEAST	\$35.22					41276	13141	
11	6	FRUIT ORANGES MANDRIN BRK	packed in light syrup/ or own juices	6-#10/case		LOLITA	\$27.77					41180	38072RPD	
12	7	Fruit Punch	100% juice	70-4 oz		ARDMORE	\$ 9.90					21752	42304	
13	8	OJ	100% juice	70-4 oz		ARDMORE	\$10.30					21853	42297	
14	9	Apple Juice	100% juice	70-4 oz		ARDMORE	\$ 9.18					21750	42298	
15	10	Grape Juice	100% juice	70-4 oz		ARDMORE	\$12.21					21754	42301	
16	11	Orange Pineapple	100% juice	70-4 oz		ARDMORE	\$ 9.96					21749	42299	
17	12	Water Spring	cystal geyser or equiv	35-16.9 OZ		CRYSTAL G	\$ 9.52					42086	35001-8	
18	13	Water Spring	Poland Springs	24 - 16.9 oz		POLAND SP	\$ 7.52					42036	100537	
19	14													
20	15	JUICE FIZZ-ED POM-CHERRY	APPLEV	24/8.4 Z		APPLE & EVE	\$13.50					55006	55006	
21	16	JUICE FIZZ-ED REDRASPBERY	APPLEV	24/8.4 Z		APPLE & EVE	\$13.50					55004	55004	
22	17	JUICE FIZZ-ED ORANGEMANGO	APPLEV	24/8.4 Z		APPLE & EVE	\$13.50					55005	55005	

	A	B	C	H	M	N	T	U	V	W	X	AA	AB	
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23	18	JUICE FIZZ-ED GREENAPPLE	APPLEV	24/8.4 Z		APPLE & EVE	\$13.50					55003	55003	
24	19	Apple Juice	APPLEV	24-8 oz		APPLE & EVE	\$10.88					59081	59081	
25	20	Orange Juice	APPLEV	24-8 oz		APPLE & EVE	\$10.88					59082	59082	
26	21	Fruit Punch	Applev	24-10		APPLE & EVE	\$10.88					59086	59083	
27	22	frozen fruit strawberries IQF		10#		CAPITOL FM	\$14.40					21331	H808004	
28	23	frozen fruit blueberries IQF		30#		CAPITOL FM	\$64.19					21323	H843004	
29	24	raisin	44/1.5 oz (1/2 creditable fruit)	44/cs		PACKER	\$28.83					41324	166568	
30	25													

	A	B	C	H	M	N	R	T	U	V	W	X	AA	AB
3		Item or Product Description	Preferred Brands or Specs	pack size	Proposer's Product Description and Specs	Proposer's Brand	Proposer's Pack Size	er's Commercial Price per Manufacturer	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	HPC CODE#	Manufacturer's Brand Code Number
4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lakes	168	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321
5		Spaghetti Sauce	Dom Pepino	/10 cans/cas	Spaghetti Sauce	Raggazinos	6	\$ 48.00						ad78899
6	1	Fish (pollack) & Cheese krispy Krunchy cn label min 2 meat	viking	46-3.6oz		VIKING		\$25.10					21903	06-333
7	2	KK POLLOCK STICK	viking	160/1oz		VIKING		\$19.69					21748	06-791
8		Fish (pollack) & Cheese krispy Krunchy cn label min 2 meat	VIKING	46 3.6 OZ		VIKING		\$25.18					22050	06-873
9	3	Tuna Light Chunk	in water	6-66.6 oz		LOLITA		\$64.03					45153	29530DUT
10	4	Tuna Tongol (white)	in water	6-66.6 oz		DUET		\$88.55					45148	295644
11	5	crab meat Imitation FISH SURIMI FLAKE		4/2.5 LB		WALSEA		\$12.48					32055	IC52360
12	6	cod baked Brl lemon pepper		40-4oz		VIKING		\$36.79					21987	06-834
13	7	crab meat Imitation FISH SURIMI FLAKE		4/2.5 LB		WALSEA		\$12.48					32055	IC52360
14	8	Pollack filet Breaded	Highliner 2400-1089300	80/cs		FPI		\$38.14	\$ 20.93	\$17.21			2400	1089300
15	9	Pollack Nuggets Breaded	Highliner 2401-1089301	80/cs		FPI		\$40.42	\$ 21.19	\$19.23			2401	1089301
16	10													
17	11													
18	12													
19	13													
20	14													
21	15													
113	107													

	A	B	C	H	M	N	O	P	Q	R	S	V	W	
1		Directions: Fill in Columns L, M, N, O, P, R, U, V	Two Examples provided in Blue		Fill in last empty lines with products not listed here.									
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4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lakes	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321	
5		Spaghetti Sauce	Dom Pepino	/10 cans/cas	Spaghetti Sauce	Raggazinos	\$ 48.00						ad78899	
6	1	American Cheese White	1/2 oz per slice 160 Ct	4-5#/case		REST PRIDE	\$ 41.38					19094	2474	
7	2	Butter Blend		30-1 lb		GOLDEN	\$ 41.21					26325	FBB4310A	
8	3	Butter Cup whipped AA	720/5gm	720/5gm		GRASSLAND	\$ 19.97					24108	67	
9	4	Cheddar Cheese Shredd	reduced fat	6-5#/case										
10	5	cheddar cheese sliced	Biery 20#	4/ 2.5 #		CABOT	\$ 48.19					19004	1062	
11	6	Cheese Mozzarella - Shredded	part skim	4/5# case		OREFRESCO	\$ 48.07					19033	4605	
12	7	Cheese Parmesan	Distributor's Choice	12/1#case		CHEF LUIS	\$ 42.19					1961	4004	
13	8	Cheese Provolone domestic	2/11.5 avg	23 lbs		BELGIOSO	\$ 67.39					19059	210	
14	9	Cheese Swiss	7# avg	7#		SAPUTO	\$ 24.22					18996	163	
15	10	COMMODITY and commercial Cheddar Cheese Sauce Pouch Commodity	Land O Lakes #39940	6-5#/case		LOL	\$ 74.49	\$ 27.36	\$ 47.13			55556	39940	
16	11	COMMODITY and commercial Macaroni and Cheese WG RF Commodity	Land O Lakes	6-5#/case		LOL	\$ 61.23	\$ 13.34	\$ 47.89			1993	511295	
17	12	Commodity and Commercial Colby Jack Cheese Sticks	Land O Lakes	168-1oz		LOL	\$ 44.45	\$ 20.73	\$ 23.72			1988	44878	

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18	13	Commodity and Commercial Pepperjack Cheese sliced	Land O Lake	10#									
19	14	Commodity and Commercial String Cheese Lite	part skim Land O Lakes	168/1oz		LOL	\$ 36.51	\$ 20.73	\$ 15.78			1987	59703
20	15	Cream Cheese Lite PC	Phillie	100-1oz		KRAFT	\$ 20.72					19090	61095
21	16	cream cheese pc Strawberry	Phillie	100-1oz		KRAFT	\$ 18.99					19113	72683
22	17	Creamers-shelf stable aseptic	shelf stable 360-3/8 oz	360 each		DAIRY FRESH	\$ 11.54					19331	1925
23	18	E Commodity and Commercial Egg Patty	Michael Foods	300-1.25 oz		MICHAELS	\$ 49.89					25322	85017
24	19	Eggs Fresh loose		15 dz		ESBENSHADE	\$ 16.94					25224	2ESFO34B
25	20	Margarine Reddies	country crock 900/cs	90/per pound12# case		GOLDEN DEL	\$ 23.57					26319	RRES5GO1
26	21	Soy Milk	Silk or equivalent	18/8oz		SILK	\$ 14.92					30820	534618
27	22	Whipped topping areasol cans 12/cs	Hood	12/14oz		HOOD	\$ 26.59					30299	66
28	23	Whipped Topping Pastry Bag	Rich's	12 -16oz/case		RICHS	\$ 30.83					30305	2559
29	24	Yogurt Greek Blueberry 0% Fat	Oikos	12-5.3 oz		OIKOS	\$ 11.74					31000	2716
30	25	Yogurt Greek Vanilla 0 % Fat	Oikos	12-5.3 oz		OIKOS	\$ 11.74					31002	2717
31	26	Yogurt Greek Strawberry 0 % Fat	Oikos	12-5.3 oz		OIKOS	\$ 11.74					31001	2715
32	27	YOGURT PEACH N/F	4 oz < 4g of sugar per oz	48/4 OZ		UPSTATE	\$ 13.19					39813	112923

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33	28	YOGURT STRAW/BANANA BASH	4 oz < 4g of sugar per oz	48/4 OZ		UPSTATE	\$ 13.50					39820	387634
34	29	YOGURT CHERRY VANILLA	4 oz < 4g of sugar per oz	48/4 OZ		UPSTATE	\$ 13.50					39819	387633
35	30	YOGURT STRAWBERRY N/F	4 oz < 4g of sugar per oz	48/4 OZ		UPSTATE	\$ 13.50					39815	387629
36	31	YOGURT STRAWBERRY N/F large	Upstate 4 oz < 4g of sugar per oz	4-5#		YOPLAIT	\$ 13.08					30694	430
37	32	Yogurt Vanilla NF large	Upstate 4 oz < 4g of sugar per oz	4-5#		YOPLAIT	\$ 13.08					30695	439
38	33	Yogurt Blueberry Parfait pro in a bag	4 oz < 4g of sugar per oz	6/64oz									
39	34	Yogurt Strawberry Parfait pro in a bag	4 oz < 4g of sugar per oz	6/64oz		YOPLAIT	\$ 25.98					30707	16631
40	35	Yogurt LF Vannilla Parfait pro in a bag	4 oz < 4g of sugar per oz	6/64oz		YOPLAIT	\$ 25.98					30708	16632
41	36	TRIX YOGURT CHERRY		48/ 4 oz		TRIX	\$ 11.57					30948	31077
42	37	TRIX YOGURT STRAW/BAN		48/ 4 OZ		TRIX	\$ 11.57					30946	17726
43	38	TRIX YOGURT RASP/ RAIN		48/ 4 OZ		TRIX	\$ 11.57					30947	17725
44	39	DANIMAL YOG STR/BAN		48/ 4 OZ		DANIMALS	\$ 10.69					30998	2732
45	40	DANIMAL YOG VANILLA		48/ 4 OZ		DANIMALS	\$ 10.69					30997	2733
46	41	DANIMAL YOG STRAWBERRY		48/ 4 OZ		DANIMALS	\$ 10.69					30996	2731
47	42												

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4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lakes	168	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321
5		Example :			i Sauce	Raggazinios	6	\$ 48.00						ad78899
6	1	BBQ Sauce	Sweet Baby Ray	4-1 gal		KENS		\$26.69					55168	850
7	2	BBQ Sauce cup	Heinz,Ken's,Cains	100-1oz		KRAFT		\$10.05					46371	39709
8	3	BBQ Sauce pc	Heinz,Ken's,Cains	200-12 gr		FLAVOR FR		\$ 5.19					55172	86298
9	4	Blue Cheese	Kens	60-1.5 oz		KENS		\$12.01					56334	813B3
10	5	Relish		200/9gm		FLAVOR FR		\$ 6.06					48105	76019
11	6	Caesar low fat GAL refrigerated	Heinz,Ken's,Cains	4/1gal		KENS		\$40.96					56291	808
12	7	Chipotle Sandwich Sauce		2/1gal		UNILEVER		\$25.87					56104	458300
13	8	Hot Sauce ONE GAL	Distributor's Choice	split one gal		RED DEVIL		\$ 7.19					55135	550733
14	9	Hot Sauce 4/1gal	Red Devil	4- 1gal		RED DEVIL		\$28.73					55135	550733
15	10	French 60/1.5 oz	Heinz,Ken's,Cains	60-1.5oz		KENS		\$ 9.21					56338	1008B3
16	11	Ital Creamy 60-1.5oz	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$ 9.35					56333	0020B3
17	12	Ital Creamy 4-1 gal	Heinz,Ken's,Cains	4- 1gal		KENS		\$34.68					56191	820
18	13	Ital Lite 4-1 gal	Heinz,Ken's,Cains	4- 1gal		KENS		\$21.76					56166	801
19	14	Ital lite . 60-1.5 oz	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$ 7.37					56402	801B3
20	15	Ital. 60-1.5 oz	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$ 9.20					56404	636B3
21	16	Ital. Fat Free pc	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$ 7.21					56330	807B3
22	17	Ital. Golden pc	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$ 8.64					56322	858B3
23	18	Ketchup #10 can	HEINZ KETCHUP	6-#10		HEINZ		\$17.75					5129	51290

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24	19	Ketchup pc	HEINZ	1000 cs-7gm		HEINZ		\$13.99					40656	984800
25	20	Ketchup Dispenser pouch	Heinz	2-1.5 gal		HEINZ		\$17.31					5155	515500
26	21	Mayo Lite 4-1 gal	Hellman/ first ingredient canola	4-1gal		HELLMANS		\$55.17					56696	26730
27	22	Mayo - pc		500/cs		FLAVOR FR		\$15.13					56861	86153
28	23	Mayo - Dispenser pack	Heinz	2/1.5 gal		HEINZ		\$32.31					5167	516700
29	24	Mustard pc		500/cs		FLAVOR FR	200 CT	\$ 3.24					46330	72010
30	25	Mustard Dispenser pack	Heinz	2/1.5 gals		HEINZ		\$15.12					6520	65200
31	26	Oil Canola Oil six gal		6-1gal/case	TOWN & CTRY			\$38.23					56011	FOCA01
32	27	Oil Olive	Santa Lucia	6/1gal		ROLAND	4/1 GAL	\$81.14					56048	70640
33	28	Oil Olive x Virgin	Santa Lucia	4/1gal		SANTA LUCIA		\$87.95					56041	360040
34	29	Pancake Syrup Cups		100/1.5Z		FLAVOR FR		\$ 8.15					53045	75901
35	30	Pancake Syrup pouch		100/1oz		FLAVOR FR		\$ 6.64					53026	85850
36	31	Pancake Syrup gallons		4/1gal	CAPITOL FARM			\$20.24					53013	FSYPOH00
37	32	Pickle Chips Dill Refrigerated		5 gal	COOL & CRISP			\$20.95					30217	C210
38	33	Ranch pc	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$ 9.75					56324	789B3
39	34	Ranch lite pc	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$10.00					56327	041B3
40	35	Ranch cups	Heinz,Ken's,Cains	100-1oz		KENS		\$12.29					55167	789A1
41	36	Ranch Buttermilk pc	Americ	200/12gr		FLAVOR FR		\$ 7.63					56240	73014
42	37	Ranch Lite Buttermilk gal	Heinz,Ken's,Cains	4-1gal										
43	38	Ranch Lite gal refrigerated	Heinz,Ken's,Cains	4-1gal		KENS		\$38.48					56187	608

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44	39	Rasp. Vingrette Fat Free pc	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$ 8.72					56401	630B3
45	41	Salsa---under vegetables												
46	42	Sweet & Sour Sauce pc	Heinz,Ken's,Cains	100-1oz		KENS		\$10.64					55176	740A1
47	43	Balsamic Vinagrette Lite pc	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$ 9.20					56404	636B3
48	44	Balsamic Vinagrette gal	Heinz,Ken's,Cains	4-1gal/case		KENS		\$37.07					56299	955
49	45	Honey Mustard cups	Heinz,Ken's,Cains	100-1oz cups		KENS		\$12.47					55145	634A1
50	46	Honey Dijon FF pc	Hellman	100/1.5oz		KENS		\$ 9.61					56323	600B3
51	47	Parm Peppercorn pc	Heinz,Ken's,Cains	60-1.5 oz		KENS		\$14.71					56131	031B3
52	48	Vinegar White		4-1 gal		OASIS		\$ 6.26					46369	FVW40HOA
53	49	Tartar Sauce		200/12gm		FLAVOR FR		\$ 7.87					56201	76011
54	50													

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2		see	see	see										
3		Item or Product Description	Preferred Brands or Specs	pack size	Proposer's Product Description and Specs	Proposer's Brand	Proposer's Pack Size	's Commercial Price per Manufacturer's	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	HPC CODE#	Manufacturer's Brand Code Number
4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/ case	Cheese Sticks	Land O Lakes	168	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321
5		Spaghetti Sauce	Ragu	6/10 cans/ case	Spaghetti Sauce	Raggazinos	6	\$ 48.00						ad78899
6	1	commercial BEEF PATTIES RAW 80/20	maximum portion weight of 4 oz	40-4OZ		CHEF LUIS		\$ 25.31					23150	7080426102
7	2	commercial GROUND BEEF RAW 80/20	4/10 lb frozen sticks	40/lbs per case		CHEF LUIS	4/ 5 LB	\$ 50.59					23666	23666
8	3	3 OZ COMMODITY and commercial char broiled or flame broiled beef patties fully cooked CN LABEL	Tyson	90-3 oz		TYSON		\$ 79.58	\$ 60.76	\$18.82			90	6285-0328
9	4	2 OZ COMMODITY AND commercial char broiled or flame broiled beef patties fully cooked CN LABELED	Tyson #9779-327	120/2oz		TYSON		\$ 69.99	\$ 54.04	\$15.95			246	9779-328
10	5	2.25 OZ COMMODITY char broiled or flame broiled beef patties fully cooked CN LABEL	low sodium advance Pierre #3742 Tyson #	100										
11		TYSON # 80254 LS 2 OZ CKD PATTIE		126/ 2 OZ				\$ 58.35	\$ 40.05	\$18.30			SPO	
12	6	Commodity and commercial .5 oz Frozen Fully Cooked Meatball, All Beef,	Tyson 7360-0328	320/.5oz		TYSON		\$ 32.87	\$ 22.60	\$10.27			93	7360-0328
13	7	Commodity and commercial 1 oz Frozen Fully Cooked Meatball, All Beef,	Tyson 7362-0328	160/1 oz		TYSON		\$ 32.99	\$ 22.72	\$10.27			88	7362-0328

	A	B	C	H	M	N	R	T	U	V	W	X	AA	AB
2		see	see	see										
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14	8	Meatball .5 oz	chef Italia	320/.5oz		MAID RITE		\$ 25.74					62060	7311910301
15	9	Meatball 1 oz	chef Italia	160/1 oz		MAID RITE		\$ 25.46					62065	7311910302
16	10	COMMODITY and commercial Skillet ground Beef Crumbles Fully Cooked 80/20 CN labeled	Tyson #11786-328	320/2 oz 40 LBs/case		TYSON		\$185.28	\$ 140.80	\$44.84			245	11786-328
17	11	commercial shaved steak Fully Cooked , cn label	Steak EZE advance pierre or maid rite	64/2.5 oz		MAID RITE		\$ 29.86					23018	7515617001
18	12	Veggie burger cn label	morningstar	40		MORNINGSTAR		\$ 50.91					23901	3816237
19	13													

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4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lakes	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321	
5		Spaghetti Sauce	Dom Pepino	/10 cans/cas	Spaghetti Sauce	Raggazinos	\$ 48.00						ad78899	
6	1	Apple Roll IW Hadley WG	Connecticut Healthy Certified List	36-2.5 oz		HADLEY FARMS	\$12.28					24372	372IW	
7	2	A Cinn Roll IW Hadley	Connecticut Healthy Certified List	36-2.5oz		HADLEY FARMS	\$12.28					24375	375IW	
8	3	Bagel blueberry sliced	Connecticut Healthy Certified List	72/2.3 oz								not avail.		
9	4	BAGEL Honey whole wheat 51% wheat sliced (2.25 BRD)	Smart Choice	84/2.5 OZ		SMART CHOICE	\$15.89					24670	97195	
10	5	BAGEL IW wheat sliced	Connecticut Healthy Certified List	60/2.3 OZ										
11	6	Bagel SLICED Plain Par Baked	Connecticut Healthy Certified List	72/2.3 oz		LENDERS	\$12.96					22448	271	
12	7	Bagel white whole grain (1.75 Brd) IW ind wrapped	Lender 75	72/2. oz		LENDERS	\$18.36					22493	752	
13	8	Bagelfuls/ Cr Chs IW	Connecticut Healthy Certified List	72/2.3oz		KRAFT	\$29.44					19125 SPO	24088	
14	9	Bagels Cinnamon swirl par baked	Finagle Baileys	96/2.3oz		BAILEYS	\$22.25					25596	BB3002SL	
15	10	Bagels everything par baked	Finagle Baileys	96/2.3oz		BAILEYS	\$22.25					25599	BB3005SL	
16	11	Bagels Plain Par Baked	Finagle Baileys	96/2.3oz		BAILEYS	\$22.25					25598	BB3000SL	
17	12	Bagels whole wheat par baked	Finagle Baileys	96/2.3oz		BAILEYS	\$22.25					25597	BB3007SL	
18	13	Belgian Whole grain Waffle Sticks	Kusteaz or Belgian chef	144/cs		BELGIAN CHEF	\$20.21					20251	30264	
19	14	Biscuick		6/5#		GEN MILLS	\$45.85					52248	11439	
20	15	BISCUIT Honey wheat Frozen Whole Grain Biscuit	Bridgeford	100-1 oz		BRIDGEOFORD	\$15.21					22668	6293	

	A	B	C	H	M	N	T	U	V	W	X	AA	AB	
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21	16	BISCUIT Honey wheat Frozen Whole Grain Biscuit cn 2 grains brd	Bridgeford	100-2 oz		BRIDGEFORD	\$26.53					22658	6285	
22	17	Bread English Muffins- split	Smart Choice	144/ 2 oz			\$21.30					24668	8199	
23	18	Bread French Stick par baked 1.5 oz	Riches	120/1.5 oz			\$24.76					21047	467678	
24	19	BREAD Marble Rye Sliced (15 inch loaf)	piante	6/40oz		PIANTEDOSI	\$29.09					28724	C170	
25	20	BREAD Pannini bread sliced	Riches	10/37.5 oz		RICHS	\$38.84					28159	84354	
26	21	BREAD Rustic Par Baked Loaf 12 x 5	Wenner	20/12 oz		WENNER	\$33.56					29036	71241	
27	22	BREAD SLICE PULLMAM Whole Grain	HOMSTD	10/26 SL		EAST BAKING	\$20.16					28502	1503WW	
28	23	BREAD Ultra Loco Flat Bread	whole white wheat flour Ultra grain	144/ct		FATHERS TBL	\$26.86					20029	1188	
29	24	BREAD Whole Grain Bread Sticks Par Baked	Wenner	180/ 1.5 oz		WENNER	\$33.66					29800	31529	
30	25	CAKE Boston Coffee Cake		2/48oz		BOSTON	\$23.35					29437	4101202	
31	26	CAKE carrot cake precut		4/cs		CH PIERRE	\$44.68					21022	7155	
32	27	CAKE crumb cake by the tray, various flavors		one tray		SARA LEE	\$32.47					28323	8202	
33	28	CAKE frz cheese cake precut various flavors		8/CS		SARA LEE	\$68.88					20971	8076	
34	29	CEREAL Berry Berry Kix	General Mills/Kellogs	96 ct		GEN MILLS	\$18.58					57314	43056	
35	30	CEREAL Cheerios	General Mills/Kellogs	96 ct		GEN MILLS	\$18.58					57287	11941	
36	31	CEREAL Cinn Toast Crunch	General Mills/Kellogs	96 ct		GEN MILLS	\$18.58					57290	29444	
37	32	CEREAL Frosted Mini Wheat	General Mills/Kellogs	96 ct		KELLOGGS	\$22.60					57283	4996	
38	33	CEREAL Kix	General Mills/Kellogs	96 ct		GEN MILLS	\$18.58					57284	11942	

	A	B	C	H	M	N	T	U	V	W	X	AA	AB	
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39	34	CEREAL Raisin Bran	General Mills/Kellogs	96 ct		KELLOGGS	\$22.60					57376	896	
40	35	CEREAL Rice CHEX	General Mills/Kellogs	96 ct		GEN MILLS	\$18.58					52917	47595	
41	36	CEREAL Rice Krispies	General Mills/Kellogs	96 ct		KELLOGGS	\$22.60					57373	596	
42	37	CHURROS FRUIT FILL APPLE		100/1.7oz		J&J	\$29.53					21379	4110	
43	38	CHURROS FRUIT RASBERRY		100/1.7oz		J&J	\$29.53					24112	4112	
44	39	CRACKER GOLDFISH CHEDDAR	pepperidge farm-WHOLE GRAIN	300/ .75 OZ		CAMPBELLS	\$48.26					58084	140018105	
45	40	CRACKER Oyster Crackers	Distributor's Choice	150ct/case		WESTMINISTER	\$12.48					57001	15040	
46	41	CRACKER Saltine Twin Pack	Distributor's Choice	500/box		REST PRIDE	\$12.48					57528	19542	
47	42	Crouton Garlic flavor		1/10#		ULTIMATE	\$18.06					57009	10101	
48	43	Crouton Plain		1/10#		SUGAR FOODS	\$18.34					57007	493240	
49	44	DESSERT fortune cookie		96/3oz		WONTON	\$ 9.84					45637	14216	
50	45	DESSERT Otis brownies double chocolate frosted		4/80 oz tray		OTIS SPUNK	\$50.97					20890	30350	
51	46	Dinner Honey wheat roll heat and serve	Bridgeford	120/1 oz		BRIDGEFORD	\$18.40					22671	497214	
52	47	Dinner Roll whole wheat par baked	Wenner	224/1.25 oz		WENNER	\$39.09					29615	11203	
53	48	FRENCH TOAST STICKS Whole Wheat CN min 2 bread		12-2lb		RICHS	\$35.23					30892	37720	
54	49	GRAHAM goldfish giant grahams CINN	pepperidge farm- first ingred whole wheat flour	200-2pc/.9 oz iw								SPO		
55	50	GRAHAM Honey Grahams	Distributor's Choice	200-2pack		NABISCO	\$12.03					57200	1367	

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56	51	Mini Muffins Blueberry	Pillsbury	104-1.6oz		PILLSBURY	\$29.87					31872 SPO	559579	
57	52	Mini Muffins-choco chip	Pillsbury	104-1.6oz		PILLSBURY	\$29.87					31873 SPO	569578	
58	53	Mini Pancake Maple	Pillsbury	72/case		PILLSBURY	\$29.00					31519	32259	
59	54	Mini Waffles Maple	Pillsbury	72/case		PILLSBURY	\$29.00					37310	32265	
60	55	MUFFIN APPLE CINN	Muffin town	96-2oz		SMART CHOICE	\$24.97					24666	2666	
61	56	MUFFIN APPLE CINN	must be on the State of Connecticut Healthy	72-1.8oz		OTIS SPUNK	\$19.97					20663	3745	
62	57	MUFFIN APPLE CINN	Smart Choice	96-2oz		SMART CHOICE	\$24.97					24666	2666	
63	58	MUFFIN Banana IW	Otis Delicious Essential must be on the State of Connecticut Healthy Certified List	72/1.8oz		OTIS SPUNK	\$19.97					20661	3705	
64	59	MUFFIN Blueberry IW	Muffin town	96-2.0 oz		SMART CHOICE	\$24.97					24661	2661	
65	60	MUFFIN BLUEBERRY IW	Otis Delicious Essential must be on the State of	72-1.8oz		OTIS SPUNK	\$19.97					20659	3700	
66	61	MUFFIN Blueberry IW	Smart choice	96-2.0 oz		SMART CHOICE	\$24.97					24661	2661	
67	62	MUFFIN Blueberry IW	Muffintown	48/3.6oz		SMART CHOICE	\$20.32					21113	6670	
68	63	MUFFIN CHOC CHIP IW	Smart choice	72-1.8 oz		SMART CHOICE	\$17.36					24675	42670	
69	64	MUFFIN CHOC CHIP IW	Muffintown	48/3.6oz		SMART CHOICE	\$20.32					21112	6611	
70	65	MUFFIN CHOC CHOC CHIP IW	must be on the State of Connecticut Healthy	72-1.8oz		OTIS SPUNK	\$19.97					20660	464550	

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71	66	Nutritgrain Bars Strawberry	Kelloggs	48/1.3		KELLOGGS	\$20.81					57598	35945	
72	67	Oatmeal Bars soft Strawberry	Darlington	216/1.2oz		DARLINGTON	\$42.31					57040	70400	
73	68	Oatmeal Bars soft apple	Darlington	216/1.2oz		DARLINGTON	\$38.49					57029	70100	
74	69	Oatmeal Bars soft chocolate chip	Darlington	216/1.2oz		DARLINGTON	\$39.02					57032	70300	
75	70	PASTA Elbows	distributor's choice	20#		REST PRIDE	\$23.63					51012	1212211	
76	71	PASTA Elbows	Whole grain	20#		BARILLA	\$16.53					51060	578728	
77	72	PASTA cheese tortellini pasta	pede	12/1#		CHEF LUIS	\$19.47					22551	22551	
78	73	PASTA Egg Noodles Medium	Distributor's Choice	10#		CHEF LUIS	\$10.88					51043	1212521	
79	74	PASTA Penne Pasta	Whole grain	20#		BARILLA	\$16.53					51300	578724	
80	75	PASTA Rotini	Whole grain	20#		BARILLA	\$16.53					51301	578726	
81	76	pizza dough proof perfect	Freschetta	18/26 oz		SCHWANS	\$32.18					22294	73037	
82	77	Poptarts whole grain cinnamon	Kelloggs	120/1.77		KELLOGGS	\$41.03					57478	55122	
83	78	Poptarts whole grain strawberry	Kelloggs	120/1.76		KELLOGGS	\$40.99					56657	55130	
84	79	Pretzel 2.5 oz	J&J	100-2.5oz		J&J	\$20.98					21577	3010	
85	80	RICE BROWN WHOLE GRAIN	U/BENS whole grain	1/25 LB		U BENS	\$26.83					40578	12111	
86	81	Roll Hamburger Cluster		6/16ct		PIANTEDOSI	\$25.16					28609	331	
87	82	Roll Hamburger Whole Grain		8/12 CT		EAST BAKING	\$17.22					28503	4018WW	
88	83	ROLL HOTDOG NE STRIP	HOMSTD	192 CT		PIANTEDOSI	\$33.46					28602	C115	
89	84	ROLL Kaiser Roll Sandwich par baked	Wenner #781	60/3oz			\$28.78					SPO		

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90	85	ROLL WG Hot Dog Rolls		144-1.5 oz		EAST BAKING	\$23.75					28504	23.75	
91	86	ROLLS BULKIE SLIC KNOTTED	HOMSTD	12/ 6 CT		EAST BAKING	\$20.35					28505	1124WG	
92	87	Scones	Pillsbury variety	96/3.75 oz		PILLSBURY	\$64.55					26847	428931	
93	88	Stuffing Stovetop	Stovetop	6/3.6#		STOVE TOP	\$50.13					57137	80710	
94	89	Taco Shells	corn hard shell	75/cs		PANCHO VITA	\$20.63					51019	80732	
95	90	Tortilla Chips- Corn	Pan D'Oro	6/1LB			\$ 9.27					57125	1161	
96	91	Tortilla Chips reduced fat crispy round (1.25 brd)	Frito Lay	104/.875oz			\$24.21					TBA		
97	92	Tortilla Chips round baked tostito scoops 1.25 brd	Frito lay	72/.875oz		FRITO	\$17.44					57119	42537	
98	93	Tortilla corn 6"	solitice	18/50 cs		SOLIS	\$25.45					21249	20101	
99	94	TORTILLA FLOUR 10" white	solitice	12/12ct		SOLIS	\$20.48					22101	10104	
100	95	TORTILLA FLOUR 10" whole wheat	solitice	12/12ct		MEXICASA	\$22.03					23107	14003	
101	96	TORTILLA FLOUR 12" 03102 White	solitice	12-10 pkg		SOLIS	\$20.19					21873	10105	
102	97	TORTILLA FLOUR 12" Spinach-pesto-garlic	solitice	6-10 ct		SOLIS	\$14.45					21819	10323	
103	98	TORTILLA FLOUR 12" Tomato	solitice	6-10 ct		SOLIS	\$14.45					21830	10321	
104	99	TORTILLA FLOUR 12" Whole Wheat 03103	solitice	12-10 pkg		SOLIS	\$20.19					21868	10306	
105	100	TORTILLA FLOUR 6" white	solitice	12-24 pkg		SOLIS	\$21.26					22110	10101	
106	101	TORTILLA FLOUR 9" whole wheat	solitice	12/12ct			\$24.32					spo		

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107	102	Ultimate Breakfast round IW	Rich's	100			\$45.70					spo		

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

Ann Simeone
Buyer Name
(860)713-5048
Buyer Phone Number

CONTRACT AWARD NO.:

12PSX0011

Contract Award Date:

27 July 2012

Proposal Due Date:

17 May 2012

SUPPLEMENT DATE:

6 September 2013

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

FOR: Cheshire, New Milford and Wolcott, CT Schools

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
July 30, 2012 through June 30, 2014

AGENCY REQUISITION NUMBER: 0000000678

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			N/A

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **The Hartford Provision Company dba HPC Foodservice Company**

Company Address: **625 Nutmeg Road North, South Windsor, CT 06074**

Tel. No.: **(860) 760-3935**

Fax No.:

Contract Value: **\$1,800,000.00 est. total**

Toll free (800) 883-9800 x 3935

(800) 282-5898

Cell (860) 681-4667

(860) 583-3369

Contact Person: **Roger Siering**

Delivery: **as required**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site: rsiering@HPCFS.com www.HPCFS.com

Remittance Address: **HPC Foodservice, Dept. #385, PO Box 150473, Hartford, CT 06115-0473**

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

Agrees to Supply Political SubDivisions: **No**

Terms: **Net 45 Days**

Cash Discount: **0.5 % 15 Days**

NOTE:

- **Effective immediately, the Exhibit B Price Schedule (attached) for this Supplement shall reflect the Price Adjustment language stated in the Contract Document.**
- **All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**

APPROVED _____

ANN SIMEONE

Contract Specialist

(Original Signature on Document in Procurement Files)

	A	B	C	H	M	N	T	U	V	W	X	AA	AB	
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4		Example: String Cheese Mozzarella	Polly -O reduced fat	48/1oz/case	Cheese Sticks	Land O Lakes	\$ 25.00	\$ 5.00	\$ 20.00	\$ 3.50	\$ 23.50		a456321	
5		Spaghetti Sauce	Dom Pepino	/10 cans/cas	Spaghetti Sauce	Raggazinos	\$ 48.00						ad78899	
6	1	Beans Baked		6-#10/case		REST PRIDE	\$21.41					40119	4820069161	
7	2	Beans Black		6-#10/case			\$21.81					43012	418810235	
8	3	Beans Garbanzo Chick Peas		6-#10/case		REST PRIDE	\$20.59					40155	68264	
9	4	Beans Kidney		6-#10/case		REST PRIDE	\$22.64					40140	53135	
10	5	Corn vacuum		6-#10/case		REST PRIDE	\$26.45					40251	53663	
11	6	egg plant cutlets peeled and breaded	CHEF LUIS	10#		CHEF LUIS	\$16.07					21165	4840253100	
12	7	Red Roasted Peppers		12 - 48oz		NORTHEAST	\$32.25					40382	110365	
13	8	Banana Peppers		4-1 gal		COOL CRISP	\$22.98					48132	Q724	
14	9	OLIVES PITTED MED		6-#10		OREFRESCO	\$35.31					48196	26657OF	
15	10	OLIVES SLICED RIPE	OREFRESCO	6-#10		OREFRESCO	\$33.49					48198	26663OF	
16	11	Onions Dehy.		15#		PACKER	\$55.02					40340	1003626	
17	12	Red and Green Pepper Strips		6-#10/case		FURMANO	\$35.73					40383	4118810327	
18	13	Potato Pearls	Basic americanExcel	12/28.5		BASIC AM	\$49.23					40427	76468	
19	14	Potato Wh White 60/80		6-#10		REST PRIDE	\$26.70					40404	69380	
20	15	SAUCE SPAGHETTI	Raggazinos-ct own business	6-#10		SUGO	\$21.14					40456	2040A	
21	16	sauerkraut		24/202		REST PRIDE	\$17.07					40448	57650	

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22	17	Pizza Sauce Deluxe Heavy w Basil	OREFRESCO	6-6.5 lb		REST PRIDE	\$23.02					40631	3736100730	
23	18	Tomato Diced in Juice		6-10		REST PRIDE	\$21.81					40621	1745000730	
24	19	Tomato Crushed Heavy	Orefresco	6-10			\$23.88					40633	3725000690	
25	20	Tomato Crushed with Basil	Restaurant pride	6-10		REST PRIDE	\$19.89					40644	4820066023	
26	21	Tomato Paste		6-10		OREFRESCO	\$29.97					40629	4705000690	
27	22	TOMATO SALSA	Cocina	4/1 gal		COCINA CAS	\$41.56					40017	4903	
28	23	Broccoli & Cheese	Campbell/Heinz	3-4#		CAMPBELLS	\$32.19					21256	8187	
29	24	Chicken Mega noodle	Campbell/Heinz	12-50 oz/case		CAMPBELLS	\$42.27					43512	13512	
30	25	Chicken Noodle Homestyle	Campbell	3-4#		CAMPBELLS	\$33.15					22025	8169	
31	26	Clam Chowder	Campbell/Heinz	3-4#		CAMPBELLS	\$35.64					22018	8170	
32	27	Clam Chowder	Campbell/Heinz	12-5/case		HEINZ	\$45.73					7964	796400	
33	28	Corn Chowder	Campbell/Heinz	3-4#		CAMPBELLS	\$33.06					22029	5061	
34	29	French Onion	Campbell/Heinz	3-4#		CAMPBELLS	\$32.78					22030	8171	
35	30	Italian Wedding	Campbell/Heinz	3-4#		CAMPBELLS	\$33.99					21995	10428	
36	31	Tomato	ONLY Campbell	12-5/case		CAMPBELLS	\$29.07					44124	16	
37	32	Pasta Fagiole	Campbell	3-4#		CAMPBELLS	\$32.28					22035	10429	
38	33	mexican chicken tortilla	Campbell	3-4#		CAMPBELLS	\$36.26					23768	19122	
39	34	Potato with bacon	Campbell	3-4#		CAMPBELLS	\$26.00					22021	11921	

	A	B	C	H	M	N	T	U	V	W	X	AA	AB	
1		Directions: Fill in Columns L, M, N, O, P, R, U, V	Two Examples provided in Blue		Fill in last empty lines with products not listed here.									
2														
3		Item or Product Description	Preferred Brands or Specs	pack size	Proposer's Product Description and Specs	Proposer's Brand	er's Commercial Price per Manufacturer	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	HPC CODE	Manufacturer's Brand Code Number	
40	35	Chicken and Dumpling	Campbell	3-4#		CAMPBELLS	\$36.98					22028	11919	
41	36	Tomato with Basil	Campbell	3-4#		CAMPBELLS	\$33.78					23766	19120	
42	37	Blends Calif.	Simplot	20 lbs			DISC.							
43	38	Blends Ital.	CAPITOL FARMS	20 lbs		CAPITO FM	\$18.76					21542	H736004	
44	39	Broccoli Florets	CAPITOL FARMS	20 lbs		CAPITO FM	\$11.44					21200	H038021	
45	40	Green Beans	CAPITOL FARMS	20#/case		CAPITO FM	\$18.05					21574	H026004	
46	41	Carrots sliced	CAPITOL FARMS	20#/case		CAPITO FM	\$15.46					21586	H256004	
47	42	Corn Frozen large case	CAPITOL FARMS	20#/case		CAPITO FM	\$18.38					21578	H096004	
48	43	Corn Frozen smaller case	CAPITOL FARMS	10#/case		CAPITO FM	\$ 9.20					21207	H098021	
49	44	Fajita Blend Frozen Bell Pepper Strips Green, Yellow, Red	CAPITOL FARMS	12/2#		CAPITO FM	\$25.89					22100	H935004	
50	45	oriental blend	CAPITOL FARMS	20#/case		CAPITO FM	\$23.15					21567	H745004	
51	46	Peas	CAPITOL FARMS	20#/case		CAPITO FM	\$21.54					21592	H186004	
52	47	Mixed Veg.	CAPITOL FARMS	20#/case		CAPITO FM	\$17.25					21580	H276004	
53	48	Spinach	CAPITOL FARMS	20#/case		CAPITO FM	\$27.38					21442	H229035	
54	49	Fries Curly Seasoned spiral	Simplot/McCains/Cavendish /Lamb Wesson	6-4#/case		RED STONE	\$17.97					21605	MCL03622	
55	50	Fries Oven 1/2" snowflake	Simplot/McCains/Cavendish /Lamb Wesson	6-5#/case		MCCAINS	\$18.09					21555	SNO63	
56	51	Fries Potato Puffs	Simplot/McCains/Cavendish /Lamb Wesson	6-5#/case		OREIDA	\$18.09					21608	OIF00215	
57	52	Fries Potato Wedges	Simplot/McCains/Cavendish /Lamb Wesson	6 - 4#		MCCAINS	\$30.23					21636	MCZ91	

	A	B	C	H	M	N	T	U	V	W	X	AA	AB	
1		Directions: Fill in Columns L, M, N, O, P, R, U, V	Two Examples provided in Blue		Fill in last empty lines with products not listed here.									
2														
3		Item or Product Description	Preferred Brands or Specs	pack size	Proposer's Product Description and Specs	Proposers's Brand	er's Commercial Price per Manuf act-	Commo dity value	Propos ers NOI Price	Propos er's Fee for Service	Proposer's Fee for service through the distributor	HPC CODE	Manufact-urer's Brand Code Number	
58	53	Fries Seasoned straight	Simplot/McCains/Cavendish /Lamb Wesson	6-4 lb										
59	54	Fries Sweet Potato Deep Groove	Simplot/McCains/Cavendish /Lamb Wesson	6-2.5 lbs		MCCAINS	\$19.96					28464	MCF04566	
60	55	Fries Sweet Potato 3/8" Shoe String	Simplot/McCains/Cavendish /Lamb Wesson	6-2.5 lbs		MCCAINS	\$24.87					21503	MCF03725	
61	56	Fries Sweet Potato Bites	Simplot/McCains/Cavendish /Lamb Wesson	30#		MCCAINS	\$19.96					22040	MCF05034	
62	57	Fries Potato Mini Baby Cakes	Simplot/McCains/Cavendish /Lamb Wesson	6-3#		MCCAINS	\$23.94					21346	MCF03758	
63	58	Hash Browns	Simplot/McCains/Cavendish /Lamb Wesson	150/cs		MCCAINS	\$19.43					21617	OIF259	
64	59	Hummus classic	tribe	2-4#		EVA	\$19.69					30524	281	
65	60													

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

Ann Simeone
Buyer Name
(860)713-5051
Buyer Phone Number

CONTRACT AWARD NO.:

12PSX0011

Contract Award Date:

27 July 2012

Proposal Due Date:

17 May 2012

SUPPLEMENT DATE:

24 May 2013

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

FOR: Cheshire, New Milford and Wolcott, CT Schools

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

July 27, 2012 through June 30, 2014

AGENCY REQUISITION NUMBER: 000000678

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$900,000.00 (est)			\$900,000.00 (est)

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **The Hartford Provision Company dba HPC Foodservice Company**

Company Address: **625 Nutmeg Road North, South Windsor, CT 06074**

Tel. No.: **(860) 760-3935**

Fax No.:

Contract Value: **\$1,800,000.00 est. total**

Toll free (800) 883-9800 x 3935

(800) 282-5898

Cell (860) 681-4667

(860) 583-3369

Contact Person: **Roger Siering**

Delivery: **as required**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site: rsiering@HPCFS.com www.HPCFS.com

Remittance Address: **HPC Foodservice, Dept. #385, PO Box 150473, Hartford, CT 06115-0473**

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

Agrees to Supply Political SubDivisions: **No**

Terms: **Net 45 Days**

Cash Discount: **0.5 % 15 Days**

NOTE:

- Per Contract Extension language, this Supplement is being issued to extend the term of this contract through June 30, 2014 (originally expiring June 30, 2013).
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

ANN SIMEONE

Contract Specialist

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Ann Simeone
Contract Specialist

(860)713-5051
Telephone Number

CONTRACT AWARD NO.:

12PSX0011

Contract Award Date:

27 July 2012

RFP Due Date:

17 May 2012

CONTRACT AWARD

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

DESCRIPTION: **Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT:
Pilot Program**

FOR:
Cheshire, New Milford and Wolcott, CT Schools

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

July 27, 2012 through June 30, 2013
(extension language applies)

AGENCY REQUISITION NUMBER: 0000000678

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$900,000.00 (est annual)			\$900,000.00 (est. annual)

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **The Hartford Provision Company dba HPC Foodservice Company**

Company Address: **625 Nutmeg Road North, South Windsor, CT 06074**

Tel. No.: **(860) 760-3935**

Fax No.:

Contract Value: **\$900,000.00 annual est.**

Toll free (800) 883-9800 x 3935

(800) 282-5898

Cell (860) 681-4667

(860) 583-3369

Contact Person: **Roger Siering**

Delivery: **as required**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site: rsiering@HPCFS.com www.HPCFS.com

Remittance Address: **HPC Foodservice, Dept. #385, PO Box 150473, Hartford, CT 06115-0473**

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

Agrees to Supply Political SubDivisions: **No**

Terms: **Net 45 Days**

Cash Discount: **0.5 % 15 Days**

APPROVED _____

ANN SIMEONE

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT

12PSX0011

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

The Hartford Provision Company dba

HPC Foodservice Company

Awarded Contractor

FOR THE PURCHASE AND SALE OF
FOOD COMMODITIES FOR TOWN SCHOOL PROGRAMS - CHESHIRE, NEW MILFORD, WOLCOTT,
CT: PILOT PROGRAM

July 27, 2012

Contract Award Date

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Prev. Rev. 10/2011

This Contract (the “Contract”) is made as of the 27th day of July, in the year 2012, by and between, The Hartford Provision Company dba HPC Foodservice Company (the “Contractor,”) with a principal place of business at 625 Nutmeg Road, So. Windsor, CT 06074, acting by Barry Pearson, its President and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Ann Simeone, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (b) Client Agency: Department of Administrative Services and three towns, Cheshire, New Milford and Wolcott, Connecticut.
 - (c) Confidential Information: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver’s license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client’s financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted”. Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
 - (e) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.

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- (f) **Contractor:** A person or entity who submits a Proposal and who executes a Contract.
- (g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (h) **Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (i) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (j) **Goods:** For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
- (k) **Goods or Services:** Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
- (l) **Proposal:** A Proposer's submittal in response to a Request for Proposals.
- (m) **Proposer Parties:** A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.
- (n) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (o) **Request for Proposals:** A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (p) **Services:** The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
- (q) **State:** The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (r) **Termination:** An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

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- (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from July 27, 2012 through June 30, 2013. The State may extend this Contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the effective date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the effective date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the effective date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next

succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

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- (b) The Contractor shall secure from each Contractor Party or Proposer Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency 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 Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency 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 Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency 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 Agency for the Records. The Contractor shall deliver

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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 Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency 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 Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, 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 Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency 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 Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective

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

12. Waiver.

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

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

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- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. 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 uncopied 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 other person or entity 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

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

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

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

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from

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the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:

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- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully

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under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;

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- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of

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Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

31. 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 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 Client Agency or DAS shall provide a copy of these orders to the Contractor.

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

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

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- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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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

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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;

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(3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and

(4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

33. Tangible Personal Property.

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

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

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- (b) For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
34. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
35. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Ann Simeone

If to the Contractor:

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COMPANY NAME: The Hartford Provision Company dba HPC Foodservice Company

NAME: Roger Siering

ADDRESS Line 1: 625 Nutmeg Road

ADDRESS Line 2: _____

City: South Windsor State: CT Zip: 06074

Attention: Company: The Hartford Provision Company dba HPC Foodservice Company

Signatory Name: Roger Siering Title: Account Manager

State of Connecticut Department of Administrative Services

165 Capitol Ave, 5th Floor South

Hartford, CT 06106-1659

Attention: Ann Simeone

36. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

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(g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) **Reserved**

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

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

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

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

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

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

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

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

- (a) **Audit and Inspection of Plants, Places of Business and Records.** The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours,

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inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

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

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

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46. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

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

48. Confidential Information. The State will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

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- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
51. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals 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.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved

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56. Campaign Contribution Restriction. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C [SEEC Form 11].

57. Health Care Portability and Accountability Act.

- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
- (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
 - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
 - (2) “Business Associate” shall mean the or Contractor or Contractor Parties.
 - (3) “Covered Entity” shall mean the Client Agency.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).

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(6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

(7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.

(9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

(12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.

(13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

(1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

(2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

(3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

(4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

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- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or

(c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.

(15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

(A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.

(B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

(E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

(1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions.

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

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- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon

documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Protection of Confidential Information.

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- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

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

59. Reserved

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

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

THE HARTFORD PROVISION COMPANY
dba HPC Foodservice Company

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Barry Pearson

Print or Type Name

Ann Simeone

Print or Type Name

Title: President

Title: Contract Specialist

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

In accordance with C.G.S 4a-53a, this Contract Award was developed for food items for a three (3) town pilot program consisting of Cheshire, New Milford, and Wolcott, Connecticut. This contract shall provide uninterrupted levels of food products and may require immediate remedies whenever necessary.

The following Client Agencies serviced under this Contract Award are as follows:

1. Cheshire: 4 elementary schools, 1 middle school, 1 high school.
2. New Milford: 3 elementary schools, 1 intermediate, 1 middle school, 1 high school
3. Wolcott: 3 elementary schools, 1 middle school, 1 high school

A list of these schools, delivery locations, and contact info, is attached and is part of Exhibit F.

The State of Connecticut administers the USDA Food Distribution Program. This program requires the warehousing and distribution of USDA Foods (formerly known as Commodities) primarily to schools, as well as State Agencies and political sub-divisions under a separate contract award.

This Contract Award shall include the distribution of USDA Further Processed Foods using the Fee for Service, Rebate, and/or Net Off Invoice value pass through methods.

This Contract Award will provide for food sourcing as follows:

- CT Grown and manufactured products by growers and wholesalers
- CT SBE/MBE wholesalers and distributors
- Food Distributors
- USDA Foods Further Processed products

Product Demand Profile

The key sub-categories of Food Distribution used by Client Agencies include:

Perishables
Dairy products
Canned/Dried Goods
Meat
Poultry
Seafood
Frozen Foods
Bakery

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

The Contractor shall provide nutritional data, ingredient lists and allergen information on all food items upon request by the Client Agencies.

Child Nutrition (CN) Labels

The program requires an evaluation of product's formulation by USDA Food Nutrition Services (FNS) to determine its contribution toward meal pattern requirements. Once approved, it allows manufacturers to state this contribution on their labels. The program provides Child Nutrition program operators a warranty against audit claims for CN labeled products if the product is used according to the manufacturer's conditions as printed on the approved CN label. When CN label is required in Exhibit B, Contractor shall provide products that are CN labeled.

Buy American Provision

In accordance to 7 CFR 210.21(d), the Contractor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.). The Contractor shall certify the percentage of U.S. content in the products supplied to the Client Agency(ies). The Client Agency(ies) reserves the right to review purchase records to ensure compliance with the Buy American provision in 7 CFR Part 250. The Contractor shall provide nutrition facts labels and any other documentation requested by the Client Agency(ies) to ensure compliance with U.S. content requirements. In the event a product is not produced or manufactured in the U.S.; the cost of a U.S. produced product is significantly higher than foreign products; and/or the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality, the Contractor shall provide reasonable notice to the Client Agency(ies) in advance of the product purchase. The Client Agency(ies) may then issue approval of such product purchases on a case-by-case basis.

Connecticut Grown Products

In accordance with CGS 4a-51(b), DAS shall give preference to dairy products, poultry, eggs, fruits or vegetables produced in this state. Presently this statute doesn't include meat and seafood. It is the intent of this contract to purchase Connecticut Grown USDA inspected ground beef and other protein products.

Public Act No. 11-189 An Act Concerning the Governors Council for Agricultural Development Effective October 1, 2011, the revised Governor's Council for Agricultural Development has been charged to assist the Commissioner of Agriculture (the chairman of said council) by formulating recommendations to the Department of Agriculture on ways to increase the percentage of consumer dollars spent on Connecticut Grown fresh produce and farm products, including, but not limited to ways to increase the amount of money spent by residents of the state on locally-grown farm products, by 2020. The legislative charge has a target of not

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

less than five percent (5%) of all money spent by such residents on food. The council shall also make recommendations concerning the development, diversification and promotion of agricultural products, programs and enterprises in this state, among other duties as assigned.

The Contractor shall commit to the procurement of items in the above referenced paragraphs in sections 4a-51 (b) and PA 11-189. Contractor shall provide documented efforts, when requested, demonstrating production and/or successful acquisition of CT Grown products and how this contract will enhance future local purchases from Connecticut farmers.

USDA Further Processed Foods

The USDA Food Distribution Program provides for the warehousing and distribution of food commodities to certain organizations, primarily public schools. In Connecticut, the DAS Food Distribution Program (FDP) administers this program. This organization is responsible for overall management, customer support and supplier relations, and has operational duties including order processing.

FDP participates in the federal government's Web Supply Chain Management (WBSCM) system. WBSCM allows Recipient Agencies (RAs) to use the US Department of Agriculture's electronic ordering system to shop online for food. Both FDP, and the RAs, can view the availability of commodities, place orders, check order status, and track shipments online.

WBSCM is a modern Web Based Supply Chain Management system using Systems, Application, and Products in Data Processing (SAP) commercial off-the-shelf (COTS) enterprise resource planning (ERP) technology. This new system replaced the 25-year-old Processed Commodity Inventory Management System (PCIMS) and related systems such as ECOS. The old terminology has been changed to comply with WBSCM terminology, specifically; Commodity Code and Delivery Order are now being referred to as Material Number and Sales Order, respectively.

Using WBSCM, customers are required to forecast their commodity usage for an entire year, on a monthly basis. The bulk of their orders will be placed in March, with additional commodities being offered occasionally throughout the year.

Contract Agencies will send raw USDA Foods directly to their preferred processors, from which they can pick and choose a variety of end products.

Value Pass Through Method Definitions:

Fee-For-Service (FFS) – Client Agency(ies) invoiced directly from processor a per case price excluding the value of the USDA Foods. The Contractor invoices the Client Agency(ies) a per case delivery/storage fee.

FFS through Distributor – Contractor acts as Processor's billing agent and

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DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

invoices the Client Agency(ies) a per case price excluding the value of the USDA Foods + distribution fees. (Also known as Modified Fee for Service). The invoice must have two lines, one line is the per case price excluding the value of USDA Foods and the second line is the distribution/storage fee.

Rebates: Client Agency(ies) receives delivery of product from the Contractor at the commercial contracted price and files a rebate application directly to the manufacturer.

Indirect Discount (Net Off Invoice or NOI) – The Client Agency(ies) is invoiced directly from Contractor at net price + distribution fees. The invoice must have two lines, one line is the commercial price and the second line is the value of commodity.

Much of the process and warehousing is controlled and regulated by the USDA. Contractors are advised that the receipt, storage and delivery of USDA Foods must be in accordance with all Federal laws and USDA rules, policies and regulations.

Contractor shall comply with the requirements of (1) USDA/FNS Instructions 709-5, regarding the shipment and receipt of foods. http://www.fns.usda.gov/fdd/instructions/709-5_ShipmentsReceipts.pdf ; (2) Title 7 Code of Federal Regulations, 7 CFR Part 250 http://www.fns.usda.gov/fdd/regs/final/7cfr250_03-fdp.pdf, and 7 CFR Parts 210 and 250 <http://www.fns.usda.gov/cnd/Governance/regulations/7cfrpart210.pdf>, and (3) Receipting for USDA Commodities (Appendix 1).

Records and Reviews

The Contractor shall maintain records fully accounting for receipt and disposition of all USDA donated foods. Such records must be maintained for a period of three (3) years following the close of the federal fiscal year to which they pertain and must be available for review at any reasonable time upon request of either the USDA or State officials, provided forty-eight (48) hours notice is given to the Contractor. The Contractor's facilities, equipment and procedures shall be subject to review by State and Federal authorities at any reasonable time and place. Representatives of DAS, the State Auditors of Public Accounts, the State Department of Consumer Protection, USDA and the General Accounting Office (GAO) shall have the right to inspect the USDA foods in storage at the Contractor's facility and any other facilities used in handling, storing and transporting of the USDA commodities. Said parties shall also have the right to inspect the methods and procedures, records and substantiating documentation used by the Contractor in meeting the requirements of this contract.

Products with Recycled Content Specifications

These guidelines can be found online at: <http://www.cga.ct.gov/2011/pub/chap058.htm#Sec4a-67b.htm> and <http://das.ct.gov/cr1.aspx?page=132>

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DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

The Contractor's procedure is attached in Exhibit F which provides a plan for the accommodation for the return of beverage containers with deposits and to provide credit and appropriate accounting to each Client Agency(ies) (Public Act 09-02). The following link will assist in any questions you may have regarding the CT Bottle Bill http://www.ct.gov/dep/cwp/view.asp?a=2714&q=324836&depNav_GID=1645 In addition, Contractor is encouraged to offer alternative product containers for beverages.

Environmentally Preferable Products (EPP)

<http://www.cga.ct.gov/2009/pub/chap058.htm#Sec4a-67a.htm>

Contractor shall submit pricing on products that are considered environmentally preferable. Environmentally Preferable means that such products have a lesser or reduced negative effect on human health and the environment when compared with competing products that serve the same function. "Environmentally Preferable Products" includes both recycled and recyclable products. Such products may be submitted as substitute product(s) under the contract list items or in the regular catalog. All environmentally preferable products, including those containing recycled content, whether under the contract list items or submitted under the regular catalog, shall be easily identifiable by use of a dedicated symbol. The written description of the product shall include at a minimum, the amount of the product that is recycled material, whether that material is post consumer, or where appropriate, and a description of the environmental preferable qualities. In addition, see Exhibit F "HPC Foodservice Distribution Channels."

Energy Star Provision (per CGS 4a-67c)

Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

Standard Wage Rates

If applicable, Contractor must comply with all provisions of the Connecticut General Statute 31-57f. Information regarding this Public Act and when it applies can be obtained from DOL's web site: <http://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/service/rates-service.htm> . Questions concerning the provisions and implementation of this act should be referred to:

Gary W. Pechie, Director
Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109-1114
(860) 263- 6790

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DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

During the term of the contract, the State will verify that these wage scales are being used, as outlined through Connecticut General Statute 31-57f. This statute mandates certified payrolls and a statement of compliance promptly be submitted on request by DAS. A copy of the Standard Wage Rates are hereby attached as part of Exhibit E.

Catch Weights

The total pricing will be determined by the cost per pound multiplied by the total weight of the product. Catch weight products such as pork chops, roasts etc. are ordered by the pound only.

Performance Monitoring

Throughout the term of this Contract the State shall monitor the performance of Contractor. After receipt of a Vendor Performance Report (VPR), each specific incident which affects the performance of Contractor or Contractor Parties and which is caused solely by the Contractor or Contractor Parties shall be addressed as follows:

After receipt of the first incident report the DAS-Procurement Contract Specialist shall investigate contractual breaches or poor performance issues caused solely by Contractor or Contractor Parties for the purpose of validating such complaints. Contractor shall be given a reasonable opportunity to cure the performance and compliance issues.

A second validated incident report of poor performance or noncompliance within 12 months of the previous report shall result in a conference involving Contractor, Client Agency and DAS. Contractor shall then be given a second opportunity to cure poor performance and compliance issues.

A third validated incident report of poor performance or noncompliance complaint within 12 months of the previous validated incident report may result in Termination or Cancellation of the Contract in accordance with Section 9 of Contract. Contractor or Contractor Parties shall accomplish permanent removal of Contractor's equipment within 30 days of the date of written notification of Termination or Cancellation by the State or within 30 days of the Contract expiration.

Vendor Performance Reports are executed online. Contractor shall create an account on the DAS Business Network within 10 days of contract award in order to review and respond to VPR's. The link for this process is as follows: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

Tax Exemption

Products and services covered by this contract are exempt from all Federal and State Taxes. Such taxes shall not be included in prices quoted, nor added to any invoice associated with a purchase made under this agreement.

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DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

Quality Assurance Program

The Contractor's Quality Assurance Plan includes service and reporting commitments, together with specific communication, planning and performance review. The plan represents an opportunity to provide examples of its innovation, alternative distribution strategies, operational opportunities, and marketing programs.

Emergency Plan

The Contractor maintains an emergency backup plan in place in the event of power outages, work stoppages (ex. employee strike), computer failures, market shortages, etc. The Contractor's emergency plan must comply with the CT Department of Homeland Security guidelines. Additional information available as follows: <http://www.ct.gov/demhs/site/default.asp> See Exhibit F entitled Emergency Procedures.

Civil Preparedness Emergency

In the event of serious disaster, enemy attack, sabotage or other hostile action or in the event of the imminence thereof, the Governor may proclaim that a state of civil preparedness emergency exists, in which event s/he may personally take direct operational control of any or all parts of the civil preparedness forces and functions in the state. Additional information available as follows: <http://www.cga.ct.gov/2012/sup/chap517.htm> See Exhibit F entitled "HPC Foodservice Food Defense/Security Program.

Quality Control

US Department of Agriculture, Food Safety Inspection Service, Office of Program Evaluation, Enforcement and Review may target federally inspected meat and poultry products for: fat content, added substances, added water, species (such as pork being labeled as veal, pork labeled as lamb, etc.) nitrates, sulfites, etc. Additional information available as follows: http://www.fsis.usda.gov/about_fsis/opeer/index.asp See Exhibit F entitled "Receiving Procedure."

HACCP Program

Contractor must have a HACCP Program in place and must be able to document that their facilities have passed a recognizable audit by the Proposer's Food Safety Committee within six (6) months. Additional information available as follows: <http://www.fda.gov/Food/FoodSafety/HazardAnalysisCriticalControlPointsHACCP/default.htm> See Exhibit F entitled "HPC Foodservice HACCP Plan CCP's and HACCP Charter."

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DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

Secure Facilities

Contract Agencies utilizing this contract are secure facilities. All of the Contractor's employees, who work/deliver at these locations will, therefore, be subject to a background check. Prior to commencing work, the Contractor shall submit recent criminal background checks on file for all existing servicing employees and current background checks for new servicing employees. The Contractor may be requested to provide this information the Client Agency(ies) within one hour of request. Only Contractor's employees whose names are on the cleared background list will be allowed on the sites. The Contractor shall have adequate backup of personnel in the event of sick time, vacation schedules etc. This list shall be on file with the Contractor and available upon request with approved personnel. Additional Contractor employees can be added with no less than 72 hours of advance notice. The Contractor must notify the Client Agency(ies) in writing within 24 hours when the Contractor no longer employs any approved employee.

Emergency Contact(s)

The Contractor is required to provide emergency telephone numbers and contact personnel that are available 24 hours, 7 days per week, including holidays. This list is included in Exhibit F entitled "State of Connecticut Public Schools/HPC Plan" and "Civil Preparedness Emergency" referenced above. Client Agency(ies) shall be notified of any changes to this list within 72 hours of such change.

Recalled Items

When an item is recalled, immediate notification must be given to the three town food service directors, the CSDE and DAS. Notification to each Client Agency(ies) must occur and a list of those agency-designated contacts shall be provided upon contract award. The Contractor must keep the notification list. If changes are made, the Client Agency(ies) must notify the Contractor immediately as to the changes and when they are to occur. The Contractor will notify only the specified person(s) on the notification list of the recall. The Client Agency(ies) will hold the items until the process as to how to handle the recalled items is transmitted to the Client Agency(ies).

In the event that there is a recall of further processed USDA Foods, the Contractor will follow its standard operating procedure for recall of USDA Foods and shall assist the Client Agency(ies) and the State throughout the recall process. See Exhibit F "HPC Foodservice RE-CALL PROCEDURE."

Food Pilot Advisory Committee

DAS will facilitate and maintain the Food Advisory Committee ("Committee") on standards for items covered by this Contract. The Committee will generally meet on the second Tuesday of every month (location to be determined upon award) to discuss and set standards and specifications. The Committee will also evaluate food and related items and view presentations

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

by brokers, manufacturer's representatives, etc. that pertain to the contract (example, top sellers and new or equivalent items that may positively affect pricing).

The Contractor's designated Account Representative shall be required to attend all Committee meetings. This person will also discuss new items, standards, current industry trends, etc., but shall have no voting privileges. See Exhibit F entitled "Food Advisory Committee."

Non-Pricing Related Cost Reductions During Contract Term

The Contractor has integrated the On Board Ca-Dek system which allows our delivery vehicles to be routed efficiently, to the warehouse Voice Activated Pick System which has reduced overall selection errors and cost savings. Contractor also has implemented Salient Reporting System. This system has been used to help Contractor analyze many aspects of their business resulting in better efficiencies.

Product Availability

Contractor agrees that there will be no cancellation of products without an equal and acceptable replacement of products approved by Client Agency(ies) during the term of the contract. A manufacturer/processor's decision to discontinue any products/items that are regularly being ordered by the Client Agency(ies) shall be communicated in writing to the Client Agency(ies) by the Contractor minimally forty-five (45) business days in advance. In such instances, Contractor agrees to work with the Client Agency(ies) to identify and implement alternative options that maintain or reduce costs associated with the replacements. In addition, samples for testing any suggested alternative may be required by the Client Agency(ies) to ascertain suggested alternative product quality and acceptability before final approval for use. In addition, reference Exhibit F entitled "Product Fill Rate."

Contractor shall be required to purchase brand items that meet the specific needs of the Client Agency(ies). In addition, the Client Agency(ies) may require split packaging/case(s). See Exhibit F entitled "generic."

Not In Stock (NIS) Items

The Client Agency(ies) shall have the right to choose an alternate source or provider should the Contractor have an item or product that is NIS. It will be at the Client Agency(ies) discretion whether a NIS item (s) is backordered or re-ordered.

Substitutions/Ordering

The Contractor shall not make any unauthorized substitutions unless or until the contractor has successfully contacted the Client Agency(ies) and has received the Client Agency(ies)'s approval for substituting the contract product for another product. If a substitution is to be made due to the Contractor or manufacturer(s) error or shortage, the Client Agency(ies) shall not have to pay an increase or any adverse delivery charge(s) for the substitution. The established contract price is

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DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

to be paid. Said notification shall occur at least 24 – 48 hours prior to delivery and shall be pre-approved by the Client Agency(ies).

Order Discrepancies

The Contractor shall resolve all other discrepancies (i.e., shortages, overages, breakage, and incorrect items) within five (5) business days from notification. If the discrepancies cannot be resolved in that time, then the Contractor shall take all steps which the Client Agency(ies) deems necessary or appropriate, to resolve the discrepancies. In addition, reference Exhibit F entitled “Product Fill Rate.”

Returns

Products returned because of quality problems, duplicated or erroneous shipments, outdated product, concealed damage, etc. shall be picked up by the Contractor after Client Agency(ies) notification and replaced with the specified products or the Client Agency(ies) shall be credited/refunded for the full purchase price. Perishables (including fresh produce), meat, poultry, seafood, and dairy items must be replaced within 24 hours.

Products ordered in error by Client Agency(ies) must be returned for credit within 48 hours from receipt. If error is discovered at time of delivery, drivers must accept product returns due to Client Agency(ies) error. Products must be in re-sellable condition (i.e. original container, unused). The Client Agency(ies) may not be charged for such returns (exception: returns).

Credit Memos due on invoices shall be received by the Client Agency(ies) no later than five (5) business days after the corresponding invoice.

There shall be no Restocking Fees to Client Agency(ies).

See Exhibit F “Return Goods Policy.”

Customer Service/Contract Information

The Contractor(s) shall provide each of the designated Client Agency(ies) a single, local point of contact (and a back up) to handle questions or problems that may arise. At least one Customer Service Representative must be available during contractor’s operating hours. All service representatives shall have access to information to provide immediate response to inquiries concerning the status of regularly scheduled food delivery, emergency service requests, contract pricing, contracted services/exclusions, contract compliance requirements, and general service information. Representatives shall be available by telephone (Connecticut or toll free (800) number preferred), fax, or email. The Customer Service contact shall be available Monday through Friday from 7:00 AM to 3:00 PM EST.

Both Client Agency(ies) and the Contractor will commit to quarterly reviews of internal customer service satisfaction and will make consistent efforts to improve customer satisfaction.

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See Exhibit F entitled “State of Connecticut Public Schools/HPC Plan.”

Account Representative

In addition to customer service support, a dedicated account representative shall be designated for the oversight and performance of this contract. This person shall be responsible for day-to-day operations and all problem solving related to this contract. This account representative shall also be the Food Pilot Advisory Committee designee. See Exhibit F entitled “State of Connecticut Public Schools/HPC Plan.”

Reporting

The Contractor(s) will be required to submit activity reports in Microsoft Excel to DAS and each Client Agency(ies), on a monthly, quarterly and annual basis. The reports shall contain the following information:

- Sales by volume for each Client Agency(ies); reports shall list each item sold, including manufacturer and stock number, description, unit of issue, average unit price, quantity sold and consolidated reports of same
- Reports detailing the purchase by sales of small and minority businesses certified by DAS Supplier Diversity.
- Fill Rate
- Rebate, discounts and other applicable credits
- CT Grown Purchases/CT Manufactured
- Opportunity Buys/Vendor Specials/Vendor Closeouts
- Other ad hoc reports, as requested by DAS

These reports shall be in the format approved in advance in writing by Client Agency(ies).

Audits

The Contractor shall allow for the Client Agency(ies) or the State to audit contracted items monthly or as needed. The audit will be based on a review of items pre-determined by the State. Typically, the audit shall consist of twenty (20) items maximum per audit; however, the State reserves the right to audit any number of contracted items.

Standards for Storage and Warehouse Facilities

Contractor shall provide facilities for the handling, storage and distribution of foods which:

- Are sanitary and free from rodent, bird, insect and other animal infestations.
- Safeguard against theft, spillage and other loss.

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- Maintain foods at proper storage temperatures.
- Take other protective measures as may be necessary.

The Contractor must be a licensed public warehouse or commercial facility providing warehouse services following Connecticut State Statutes and/or regulations.

The Contractor must have and maintain a operated warehouse(s) that can provide for the delivery/storage of all items covered by this contract.

The State reserves the right to inspect the Contractor's facility at any time, without notice, during the contract term.

The Contractor shall ensure the safe and sanitary storage and handling of food/products contained in the warehouse.

The Contractor's warehouse facilities utilized to service the Client Agencies must be of adequate size to store the foods indicated in this document. See Exhibit F entitled "HPC Foodservice" See Exhibit F entitled "HPC Foodservice."

Sanitation

Federal, state and local health regulatory agencies may routinely inspect warehouses. It is required that the Contractor participates in a voluntary sanitation program. See Exhibit F for a copy of its most recent health inspection certificate and sanitation policy entitled "HPC Foodservice – Facility General Sanitation Procedures."

Pest Control

Contractor and their assigns shall have an integrated pest management (IPM) program in place at their establishment, including but not limited to delivery trucks, that is consistent with the requirements of Connecticut General Statutes Section 22a-66l, Application of pesticides by state agencies, and Regulations of Connecticut State Agencies Section 21a-101-5(h), General sanitary requirements.

A copy of a written integrated pest management plan for their establishment is consistent with the requirements of Regulations of Connecticut Municipalities, State Agencies, etc. Section 22a-66l. Such written plan and program will be subject to review and approval of the Department of Energy and Environmental Protection Pesticide Management Program and DAS Procurement staff. Thereafter, programs that have been implemented by the Contractor, their subcontractors and pest control service providers must remain in place and will be subject to periodic review throughout the term of this contract. See Exhibit F entitled "HPC Foodservice – Pest Management Program."

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Delivery

- The Contractor will be required to service Client Agencies. There may be multiple drop points within each delivery location.
- Delivery points shall be designated by the Client Agency(ies) and may be by specific location(s), storeroom or dock or food preparation/storage area. Contractor should be aware that there might be multiple locations within a facility as well as dock delivery for the same grounds.
- All orders shall be delivered to the specified destination within 24 – 48 hours after receipt of order, with a 98% or better fill rate, or in accordance with the pre-scheduled delivery schedule agreed upon between Contractor and Client Agency(ies).
- All orders/pieces shall be FOB destination, freight included (no fuel surcharge), with no minimum order charge. There shall be no additional pallet charges or additional charges for inside delivery.
- All orders/pieces shall be labeled and packaged adequately to assure safe handling and proper delivery. All packaging material shall be removed by the Contractor (example, shrink wrap, pallets, etc)
- Authorized Client Agency(ies) upon receipt must sign all invoices/delivery tickets.

Deliveries must be made between 7 AM and 10:30 AM , Monday through Friday, to accommodate the school schedule, except on school holidays or at other times when the schools are closed, such as for inclement weather. Should the delivery be after normal business hours, the Contractor must receive approval from the Client Agency(ies). Food shall not be delivered to the school if the school is not open. The Contractor must call the Client Agency(ies) if the delivery will not arrive within the targeted time frame. Deliveries missed due to inclement weather, breakdowns or other unforeseen conditions shall be rescheduled to the next business day.

Drivers are not required to stow food on shelves or to assist in rotating stock at drop sites, but shall deliver the food to the Client Agencies designated area for frozen, refrigerated and dry. The Contractor must utilize adequate delivery vehicles to accommodate the delivery of dry, refrigerated or frozen foods. The Contractor's delivery vehicles must be able to accommodate unloading at the school sites.

Client Agencies should inspect load/delivery for condition on arrival and document on the invoice any problems with condition, quality, or quantity, and count accuracy. Client Agencies shall document shortages, and refuse damaged product. In the event of concealed damage, Client Agency(ies) shall contact the contractor within 5 business days for applicable credits. See Exhibit F entitled "Transportation and Storage Program."

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Placing Orders

Proposers shall have a method of accepting orders utilizing the following modes: electronically based (internet or e-mail), FAX or telephone.

Contractor utilizes an Internet based ordering system shall have access during normal working hours of operation, Monday through Friday between the hours of 7:00 am through 6:00 pm. The Internet ordering system is capable of electronic order approval and must have an e-mail based notification functionality.

The following features are available and also reference Exhibit F – Quick Reference Guide:

Does your system allow for the use of custom lists of products, ordering guides, or past/recent orders? Please describe this functionality.

Yes. Our system allows for these features. Ordering can be done through the history order guide. Our system allows the creation of Custom order guides, as well as being able to order from previously placed orders.

Can you browse by category for order creation?

Yes.

Does your system have a quick order entry feature?

Yes.

Can you browse your system by “word” searches?

Yes.

Can you browse your system by “manufacturer name”?

Yes.

Does your system display the extended price (unit price x’s quantity entered)?

Yes.

Does your system display a total number of items ordered and the total dollar value for the order?

Yes.

The approval process: number of levels of approval, the number of e-mail addresses that can be entered for notification?

Three individuals can be set up for the approval process. The number of e-mail notifications is limitless.

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Please describe your check out procedures?

To review your order, select the summary tab. Review the contents of the order to ensure all desired items have been selected and that the quantities are entered. Once satisfied with the contents of the order, click "Place Order" to submit the order. Review the information presented, enter a PO number if desired, verify delivery date, and make any appropriate changes. Once satisfied, select "SUBMIT ORDER."

Please describe your edit order functionality?

If items need to be added to orders they may be placed through HPC Net, however any deletions must be done through HPC customer service support. Please have account number and item number available.

Please describe your delete order functionality?

Once an order has been placed through HPC Net, the only means to delete this order would be to call HPC customer service support. Please have account number and order number available.

Does your system have a print order function?

Yes.

Does your system have a reference number functionality?

Yes.

Does your system have a projected delivery date display?

Yes.

Does your system allow for a single user to order for multiple delivery locations? Please describe this functionality?

Yes. Our system allows for a single user to place orders for multiple locations. Typically the Client Agency(ies) would assign an administrator that would have the ability to order for different locations.

Please detail any order tracking functionality for your system?

Once the order has been submitted the customer can then access the order confirmation screen. This feature can also be e-mailed to other recipients as needed.

Please detail all reports that can be generated from your system?

The following reports may be generated from this system: Usage by item(s), usage by manufacturer and brands, as well as by product categories.

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Is your system capable of ordering splits of products? Example Biscuit mix can be sold by the case for users that can consume a case of mix, however, for a smaller facility they may only need 3 boxes of biscuit mix.

Yes. For items that are currently set up as split cases (see attached list of all case items available as split cases).

Are there any special computer and browser requirements to use your system? Please detail what those requirements are.

No, however, if the Client Agency(ies) is running an Apple based browser called Safari, HPC Foodservice can work with the Client Agency(ies) to download an acceptable browser.

What are the normal hours of operation for access to your system?

HPC Net is available 24 hours per day, 7 days a week. However, orders for next day delivery must be submitted by 3:00 p.m.

Do you have regular schedule maintenance on your system and what is the maintenance schedule?

Yes, maintenance is scheduled quarterly.

What are the normal hours of your customer support center?

8:00 a.m. to 5:00 p.m.

Is there a toll free customer support telephone number?

Yes, 800-883-9800

Does your system have an online help feature? Please describe that functionality.

Yes, this system has an online help feature. This can be accessed by placing the cursor on the 'HELP' icon located on the upper tool bar of the 'HPCNET' Online ordering system.

Does your system have a screen to display special notes to customers or users of your system? Please describe this functionality.

Once logged on HPCNET the first screen could display a company message. This could include new product additions as well as any general news HPC customers could benefit from.

Please detail your order methods, deadlines, and timeframes for delivery.

All orders scheduled for next day delivery must be placed by 3:00 p.m. of the previous day. Orders can be placed in the system for delivery for up to 14 days in advance. This can be changed based on the Client Agency(ies)'s preference.

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The Contractor shall establish/offer a training program as part of the Contract Award to be in compliance with the ordering on-line system program. In addition, any required training for staff, site location administration for those trainings and any other requirements (ex. equipment, manuals, etc.) to adequately instruct all users to the on-line ordering system expenses shall be borne by the Contractor.

Purchase Order Confirmation

Purchase Order Confirmation will be provided by Client Agency(ies). Contractor is cautioned not to perform services without receiving a Purchase Order or other Client Agency(ies) authorization. Questions regarding Purchase Order Confirmation should be directed to the issuing Client Agency(ies).

Invoicing

Contractor shall issue a single invoice per purchase order to each delivery location for products delivered. Invoice is to be itemized with dollar amount, date, and type of products and services provided to each Client Agency(ies) for the billing period. Invoice must also include Client Agency(ies) name, product description, quantity purchased, unit price, extended price, invoice number, and Purchase Order when applicable. For USDA further processed foods, the commodity value must be listed on a separate line.

Payment Options

The Client Agency(ies) shall pay by check and/or electronic funds transfer. All necessary payment account and contact information shall be submitted to Contractor upon a contract award.

Pricing –

Firm Fixed Pricing

While the demand for Food Distribution is expected to remain stable in the near future, the Client Agency(ies) demand requirements may change from year to year. Contractor has provided firm fixed pricing on the **EXHIBIT B PRICE SCHEDULE** document and on the **Excel Spreadsheet document entitled Exhibit B**. No minimum delivery fee or fuel surcharge shall apply for this contract.

USDA Further Processed Foods Pricing:

Pricing on the items listed as “Commodity” are provided on the Excel Spreadsheet entitled Exhibit B. This pricing shall include the Contractor’s value pass through method and pricing.

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Pricing – Incentives, Discounts, and Rebates

The following rebates and discounts will be extended to the Client Agency(ies) based on the following criteria:

- **Payment Terms:** An additional discount on pricing to be extended to each monthly invoice that is paid within 15 days – see Exhibit B.
- **Reimbursable Cost-Plus-fixed-Fee Pricing:** This system allows the Contractor to quote the cost plus freight of products and include a fee that covers their warehousing, financing, delivery and sales costs – plus a profit. Under reimbursable cost-plus-fixed-fee pricing, Client Agencies are reimbursed for document costs – See Exhibit B.
- **Other potential** items that result in potential incentives, discounts rebates or other applicable credits whereby all manufacturer and education allowances are extended– See Exhibit B .

The contractor will be responsible to generate a report of all items that have discounts (discounted or adjusted) prices from manufacturer or broker.

One report will contain a listing of all items, which contain discounts, the amount of the discount, and the new price. This report is to be sent to DAS and/or Client Agencies.

Another report separately detailing each Client Agency(ies) discounts must also be generated. This report must include the item, the original cost, the total discounted price, the new price, the starting date, and the expiration date of the deal. This must be sent to DAS and a separate copy to each the Client Agency(ies) receiving the discount.

The Contractor must try to negotiate the deal pricing with manufacture or broker 45-60 days prior to expiration date.

Opportunity Buys/Vendor Specials/Vendor Closeouts

Contractor shall provide incentives to schools, which include weekly specials; vendor discounts and close out products, which may enhance pricing opportunities. Contractor shall advertise these pricing offers as applicable.

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO
12PSX0011

Ann Simeone
Contract Specialist
(860)713-5051
Telephone Number

PRICE SCHEDULE for 12PSX0011	DELIVERY:	
Page 1 OF 1	TERMS:	CASH DISCOUNT: See Item #2 % Days
BIDDER NAME:		

DOT ID # 027863 **THIS INFORMATION IS MANDATORY FOR VEHICLE-RELATED SERVICES OVER 18,000GVWR.**
FAILURE OF PROPOSER TO INDICATE THIS NUMBER MAY RESULT IN REJECTION OF THE BID.

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	TOTAL PRICE
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1.	Cost (see Exhibit B, Excel Spread Sheet for each Fixed Priced Item)	*Excel Spread Sheet (attached)
2.	Pricing Incentives, Discounts, and Rebates as follows:	
	a. Prompt Payment Discounts (see box in header under CASH DISCOUNT) List amounts here:	0.5% net 15 days
	b. Other potential discounts/rebates, etc. as follows: Reimbursable Cost-Plus-Fixed-Fee Pricing (per case) HPC will pass on 100% of any and all allowances manufacturer's extend or any education allowances that are available	Under \$30.00 + \$1.00 \$30.01 - \$60.00 + \$2.00 \$60.01 and over + \$2.50
3.	Opportunity Buys Incentives (ex. weekly specials, vendor discounts, etc.)	As advertised

*NOTE: TBA indicates product that HPC does not currently stock, has pricing from manufacturer, but will bring into stock and create and assign an HPC product number before the beginning of the school year. Any item marked N/A on the Excel Spread Sheet indicates product not in stock (unless it is necessary).

	Proposer's Product Description and Specs	Proposer's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N)	Proposer's Individual unit Weight in Ounces	Proposer's Pack size	Proposer's Commercial Price per Manufacturer's	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
1	commercial 4 x 6 Cheese Pizza with 100% Mozzarella	Nardone #961 CM (2brd 2 meat)	N	5.00	96.00	\$ 43.47					TBA	961CM
2	COMMODITY 4 x 6 Cheese Pizza with 100% Mozzarella	Nardone #961 CM (2brd 2 meat)	N	5.00	96.00	\$ 43.47	\$ 18.49	\$ 24.98			TBA	961CM
5	commercial Whole Grain Quesadilla Cheese	ConAgra #12699 (2.5 Bread)	N	5.00	96.00	\$ 42.25					30348	12699
6	COMMODITY Whole Grain Quesadilla Cheese	ConAgra #12699 (2.5 Bread)	N	5.00	96.00	\$ 42.25	\$ 6.15	\$ 36.10			30348	12699
9	commercial 5" Deep Dish Pizza 50/50 Blend cheese	NARDONES	N	5.90	60.00	\$ 41.40					TBA	5RMNY
10	COMMODITY 5" Deep Dish Pizza 50/50 Blend Cheese	NARDONES	N	5.90	60.00	\$ 41.40	\$ 11.56	\$ 29.84			TBA	5RMNY
12	5" Deep Dish Pizza 50/50 Commodity	SCHWANS	N	5.00	60.00	\$ 35.88	\$ 3.60	\$ 32.28			29922	63088
13	commercial 5" Round Reduced Sodium Whole Wheat Pizza no more than 500 mg sodium per		N			N/A		N/A			N/A	

	Proposer's Product Description and Specs	Proposer's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N)	Proposer's Individual unit Weight in Ounces	Proposer's Pack size	Proposer's Commercial Price per Manufacturer's	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
16	Commercial 5" Round Black Bean Whole Wheat Cheese Pizza		N			N/A		N/a			N/A	
18	commercial Stuffed Crust Wedge Whole Grain	The Max ConAgra #12671 (2 Meat, 3.25 BRD)	N	5.75	72.00	\$ 37.99					30320	12671
19	COMMODITY Stuffed Crust Wedge Whole Grain	The Max ConAgra #12671 (2 Meat, 3.25 BRD)	N	5.75	72.00	\$ 37.99	\$ 6.93	\$ 31.06			30320	12671
22	commercial Stuffed Crust Wedge Whole Grain Turkey Pepperoni Low Sodium no more than 600 mg of sodium	The Max ConAgra #12617 (2 Meat, 3.25 BRD)	N	5.60	72.00	\$ 40.68					TBA	12717
24	commercial Garlic French Bread Pizza	Nardone #60GUM (2 Meat, 2 BRD)	N	4.50	60.00	\$ 41.40					TBA	60GUM
25	COMMODITY Garlic French Bread Pizza	Nardone #60GUM (2 Meat, 2 BRD)	N	4.50	60.00	\$ 41.40	\$ 11.56	\$ 29.84			TBA	60GUM
28	commercial French Bread Pizza 6" Blend 50/50 no more than 750 mg of sodium	Schwanns #78511 (2Meat, 2 BRD)	N	4.95	60.00	\$ 42.02					24843	78511
29	COMMODITY French Bread Pizza 6" Blend 50/50 no more than 750 mg of sodium	Schwanns #78511 (2Meat, 2 BRD)	N	4.95	60.00	\$ 42.02	\$ 5.78	\$ 36.24			24843	78511

	Proposer's Product Description and Specs	Proposer's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N)	Proposer's Individual unit Weight in Ounces	Proposer's Pack size	Proposer's Commercial Price per Manufacturer's	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
32	commercial French Bread Pizza 8" Blend 50/50 no more than 750 mg of sodium	Schwanns 78525 (2 Meat, 2.25 BRD)	N	5.75	72.00	\$ 52.44					29928	78525
33	COMMODITY French Bread Pizza 8" Blend 50/50 no more than 750 mg of sodium	Schwanns 78525 (2 Meat, 2.25 BRD)	N	5.75	72.00	\$ 52.44	\$ 6.93	\$ 45.51			29928	78525
36	commercial 16" Round Rolled Edge Whole Grain Pizza 10 Cut no more than 500 mg Na	Big Daddy's 51% Whole Grain Schwan #78926 (2 Meat, 3.00 BRD)	N	4.75	90.00	\$ 61.17					TBA	78926
37	COMMODITY 16" Round Rolled Edge Whole Grain Pizza 10 Cut no more than 500 mg Na	Big Daddy's 51% Whole Grain Schwan #78926 (2 Meat, 3.00 BRD)	N	4.75	90.00	\$ 61.17	\$ 10.40	\$ 50.77			TBA	78926
42	commercial whole grain Pizza Bottom Fire Baked Cheese 10 cut 16" Round (2 MEAT 3.00 BRD)	Wild Mike Fire Baked 20312	N	6.10	80.00	\$ 56.37					TBA	20211
44	commercial WEDGE Pizza Twisted WG 100% Mozz. (2Meat, 3.25 BRD)	Con Agra The Max #12622	N	5.90	72.00	\$ 42.49					TBA	12622
45	COMMODITY WEDGE Pizza Twisted WG 100% Mozz. (2Meat, 3.25 BRD)	Con AgraThe Max #12622	N	5.90	72.00	\$ 42.49	\$ 13.93	\$ 28.56			TBA	12622
48	Commercial Pizza GLUTEN FREE	Schwan Tony's #68533	N	5.25	24.00	\$ 34.78					29953	68533

	Proposer's Product Description and Specs	Proposer's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N)	Proposer's Individual unit Weight in Ounces	Proposer's Pack size	Proposer's Commercial Price per Manufacturer's	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
50	Commercial Mozzarella Cheese Breaded Sticks 5 Sticks = 2 Meat/ 2.25 BRD less than 750 mg sodium per serving	Farm Rich "Smart" #65215	N	24.00	8.00	\$ 25.10					21539	65215
51	COMMODITY Mozzarella Cheese Breaded Sticks 5 Sticks = 2 Meat/ 2.25 BRD less than 750 mg sodium per serving	Farm Rich "Smart" #65216	N	48.00	8.00	\$ 49.89	\$ 20.00	\$ 29.89			TBA	65216
54	commercial Pizza Crunchers 4 pieces = 2 Meat/ 2 BRD no more than 650 mg sodium	Rich's #65225	N	49.90	8.00	\$ 57.96					TBA	65225
55	COMMODITY Pizza Crunchers 4 pieces = 2 Meat/ 2 BRD no more than 650 mg sodium	Rich's #65226	N	49.90	8.00	\$ 57.96	\$ 20.40	\$ 37.56			TBA	65225
58	commercial Spicy Pizza Crunchers 4 pieces = 2 Meat/ 2 BRD no more than 650 mg sodium	Buffalo Cheese Rich's #65224	N	49.90	8.00	\$ 57.96					TBA	65224
59	COMMODITY Spicy Pizza Crunchers 4 pieces = 2 Meat/ 2 BRD no more than 650 mg sodium	Buffalo Cheese Rich's #65224	N	49.90	8.00	\$ 57.96	\$ 20.40	\$ 37.56			TBA	65224
62	Commercial 7" Breadstick cheese filled Whole Grain Reduced Fat	Bosco # 2110	N	6.00	65.00	\$ 41.65					28110	2110
63	COMMODITY 7" Breadstick cheese filled Whole Grain Reduced Fat	Bosco # 2110	N	6.00	65.00	\$ 41.65	\$ 10.40	\$ 31.25			28110	2110

	Proposer's Product Description and Specs	Proposer's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N)	Proposer's Individual unit Weight in Ounces	Proposer's Pack size	Proposer's Commercial Price per Manufacturer's	Commodity value	Proposer's NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
66	commercial Mac&Cheese R/Fat 6oz 2 meat 1 bread	land o lake 43284	N	80.00	6.00	\$ 59.02					TBA	43284
67	COMMODITY Mac&Cheese R/Fat 6oz 2 meat 1 bread	Land O Lakes #43294	N	80.00	6.00	\$ 59.02	\$ 10.26	\$ 48.76			TBA	43284
70	commercial Mozzarella stuffed dough Pizza Dippers or Sticks 4 sticks or dippers = 2 Meat/2 BRD	Farm Rich Pizza Dippers 65268	N	80.00	5.00	\$ 56.30					22700	65268
71	COMMODITY Mozzarella stuffed dough Pizza Dippers or Sticks 4 sticks or dippers = 2 Meat/2 BRD	Farm Rich Pizza Dippers 65268	N	80.00	5.00	\$ 56.30	\$ 19.25	\$ 37.05			22700	65268
74	Commercial Calzone	Red door	N	5.00	44.00	\$ 35.99					21821	18
77	CRUST 16" Proof Perfect Pizza Crust	Proof Perfect Schwans	N	26.00	18.00	\$ 32.14					22294	73037
80	WG Jumbo Cheese Ravioli 3 ravioli min 2 meat and 1 bread	Tasty Brands	N	3.69	108.00	\$ 55.72	\$ 7.33	\$ 48.39			TBA	804WG
83	WG Cheese Stuffed Shells, 2 shells min 2 meat and 1 bread	Tasty Brands	N	4.46	112.00	\$ 67.67	\$ 17.52	\$ 50.15			TBA	803WG

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3	1	Applesauce	Applesnack	n	112.00	6.00	\$ 23.32					TBA	
4	2	Fruit Mix	NORTHEAST	N	112.00	6.00	\$ 31.61					50046	38942AA
5	3	Peaches slices	REST PRIDE	n	112.00	6.00	\$ 32.32					50059	47544
6	4	Pears Diced	REST PRIDE	N	112.00	6.00	\$ 31.35					50016	91500742
7	5	Pineapple Tidbits	REST PRIDE	n	112.00	6.00	\$ 32.89					41276	38192RD
8	6	FRUIT ORANGES MANDRIN BRK	LOLITA	N	112.00	6.00	\$ 26.42					41180	38072RPD
9	7	Fruit Punch	ARDMORE	Y	4.00	72.00	\$ 11.12					21679	41299
10	8	OJ	ARDMORE	Y	4.00	72.00	\$ 11.21					21753	41289
11	9	Apple Juice	ARDMORE	Y	4.00	72.00	\$ 10.25					21746	41292
12	10	Grape Juice	ARDMORE	Y	4.00	72.00	\$ 11.21					21744	41295
13	11	Orange Pineapple	ARDMORE	Y	4.00	72.00	\$ 10.74					21743	41294
14	12	Apple Cran	ARDMORE	Y			N/A					N/A	
15	13	Water Spring	POLAND	n	16.90	24.00	\$ 7.52					42036	100537
16	14	Fruit 2 O various flavors		N			N/A					N/A	
17	15	JUICE FIZZ-ED POM-CHERRY	APPLEV	n	8.40	24.00	\$ 12.95					TBA	
18	16	JUICE FIZZ-ED REDRASPBERY	APPLEV	N	8.40	24.00	\$ 12.95					55004	55004
19	17	JUICE FIZZ-ED ORANGEMANGO	APPLEV	n	8.40	24.00	\$ 12.95					55005	55005

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20	18	JUICE FIZZ-ED GREENAPPLE	APPLEV	N	8.40	24.00	\$ 12.95					55003	55003
21	19	Apple Juice	APPLEV	n	10.00	24.00	\$ 12.38					TBA	
22	20	Orange Juice	APPLEV	N	10.00	24.00	\$ 12.38					TBA	
23	21	Berry Medley	Applev	n	10.00	24.00	\$ 12.38					TBA	
24	22	Fruit Punch	Applev	N	10.00	24.00	\$ 12.38					TBA	
25	23	Fruitables	APPLEV	n	4.20	48.00	\$ 10.57					TBA	
26	24	frozen fruit strawberries IQF	CAPTL FARM	N	16.00	10.00	\$ 13.68					21331	H808004
27	25	frozen fruit blueberries IQF	CAPTL FARM	n	16.00	30.00	\$ 64.47					21323	H808004
28	26	Water Spring	Geysler Crystal	N	16.90	35.00	\$ 9.52					TBA	

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1	BBQ Sauce	KENS	n	128.00	4.00	\$ 26.16					55168	850
2	BBQ Sauce cup	KRAFT	N	1.00	100.00	\$ 10.05					46371	39709
3	BBQ Sauce pc	DIAMOND	n		200.00	\$ 5.47					TBA	86298
4	Caesar low fat PC	kens	N	1.50	60.00	\$ 14.62					TBA	210
5	Caesar low fat GAL	KENS	n	128.00	4.00	\$ 39.85					56291	808
6	Hot Sauce ONE GAL	Red Devil	N	128.00	1.00	\$ 7.19					55135	550733
7	Hot Sauce 4/1gal	Red Devil	n	128.00	4.00	\$ 28.73					55135	550733
8	French 60/1.5 oz	KENS	N	1.50	60.00	\$ 9.35					56338	1008B3
9	Ital Creamy 60-1.5oz	KENS	n	1.50	60.00	\$ 9.49					56333	0020B3
10	Ital Creamy 4-1 gal	KENS	N	128.00	4.00	\$ 34.52					56191	82016
11	Ital Lite 4-1 gal	KENS	n	128.00	4.00	\$ 20.59					56166	801
12	Ital lite . 60-1.5 oz	KENS	N	1.50	60.00	\$ 7.34					56402	0801B3
13	Ital. 60-1.5 oz	KENS	n	1.50	60.00	\$ 8.96					56404	0636B3
14	Ital. Fat Free pc	KENS	N	1.50	60.00	\$ 7.14					56330	0807B3
15	Ital. Golden pc	KENS	n	1.50	60.00	\$ 8.74					56322	0858B3
16	Ketchup #10 can	HEINZ KETCHUP	N	112.00	6.00	\$ 21.38					5129	51290
17	Ketchup pc	HEINZ	n		1000.00	\$ 14.25					40656	984800

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18	Ketchup Dispenser pouch	Heinz	N	192.00	2.00	\$ 17.31					5155	515500
19	Mayo Lite 4-1 gal	HELLMAN	n	128.00	4.00	\$ 55.17					56696	26730
20	Mayo - pc	FLA FRESH	N	0.18	500.00	\$ 15.61					56861	86153
21	Mayo - Dispenser pack	Heinz	n	192.00	2.00	\$ 31.80					5167	516700
22	Mustard pc	FLA FRESH	N		200.00	\$ 2.76					46330	72010
23	Mustard Dispenser pack	Heinz	n	192.00	2.00	\$ 14.51					6520	6520000
24	Canola Oil six gal	TOWN & CTRY	N	128.00	6.00	\$ 40.41					56011	FOCA01TO
25	Pancake Syrup Cups	FLAVF	n	1.50	100.00	\$ 8.50					53045	75901
26	Pancake Syrup pouch	FLAVF	N	1.00	100.00	\$ 5.48					53026	85850
27	Pickle Chips	COOL CR	n	128.00	5.00	\$ 18.70					30217	C210
28	Ranch pc	KENS	N	1.50	60.00	\$ 10.20					56324	0789B3
29	Ranch lite pc	KENS	n	1.50	60.00	\$ 10.07					56327	0041B3
30	Ranch cups	KENS	N	1.00	100.00	\$ 12.77					55167	0789A1
31	Ranch Buttermilk pc	FLAVF	n		200.00	\$ 12.91					56240	73014
32	Lt Ranch Buttermilk gal	Heinz,Ken's,Cains	N			N/A					N/A	
33	Lite Ranch gal	KENS	n	128.00	4.00	\$ 37.21					56187	608
34	Rasp. Vingrette Fat Free pc	kens	N	1.50	60.00	\$ 8.83					TBA	258

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35	Rasp. Vingrette Fat Free gal	Heinz,Ken's,Cains	n			N/A					N/A	
36	Salsa gal	COCINA	N	128.00	4.00	\$ 42.86					40017	4903
37	Sweet & Sour Sauce pc	KENS	n	1.00	100.00	\$ 10.46					55176	0704A1
38	Balsamic Vinagrette Lite pc	kens	N	1.50	60.00	\$ 10.28					tba	371
39	Balsamic Vinagrette gal	kens	n	128.00	4.00	\$ 22.88					tba	486
40	Honey Mustard cups	KENS	N	1.00	100.00	\$ 12.72					55145	0634A1
41	Honey Dijon FF pc	KENS	n	1.50	100.00	\$ 9.42					56323	0600B3
42	Parm Peppercorn pc	KENS	N	1.50	60.00	\$ 12.08					56131	KEO31B3
43	Vinegar White	OASIS	n	128.00	4.00	\$ 5.49					46369	FVW40HOA
44			N									
45			n									

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1	Nacho Chips	PAND ORO	Y	16.00	6.00	\$ 9.27					57125	11279
2	Peanut Butter	SKIPPY	N	64.00	6.00	\$ 55.92					49216	84109438
3	Sunflower butter		n			N/A					N/A	
4	Pudding Choc	REST PR	N	112.00	6.00	\$ 26.01					52939	23732
5	Pudding Van	REST PR	n	112.00	6.00	\$ 25.64					52943	23739
6	Jelly grape	SMUCK	N	64.00	6.00	\$ 30.49					49029	328
7	SPRINKLES	PACKER	n	16.00	10.00	\$ 13.30					52299	7231296
8	Coffee Package Regular	DOUWE	N	2.50	42.00	\$ 44.07					47611	4500
9	coffee cans or pouches	DOUWE	n	122.00	2.00	\$ 112.79					47638	69203
10	Coffee Packages Decafe	DOUWE	N	2.50	42.00	\$ 46.65					47616	4847
11	Coffee French Vanilla Package	GR MTN	n	2.20	50.00	\$ 50.20					47303	4732
12	Coffee Hazelnut Cream Package	DOUWE	N	2.25	24.00	\$ 25.04					47615	68122
13	Turkey Gravy	REST PR	n	50.00	12.00	\$ 35.88					55392	8005046
14	Brown Gravy low sodium		N			N/A					N/A	
15	poultry chicken gravy	REST PR	n	16.00	8.00	\$ 30.85					55400	61920
16	Basil	DURKEE	N	26.00	1.00	\$ 17.37					55637	55060
17	Black Pepper	DURKEE	n	18.00	1.00	\$ 10.46					55839	54961

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18	Cinnamon	DURKEE	N	18.00	1.00	\$ 5.95					55817	54963
19	Garlic Chopped	B&G	n	25.00	6.00	\$ 25.18					50588	588
20	Garlic Granules	DURKEE	N	116.00	1.00	\$ 34.07					55663	55340
21	Garlic Powder	DURKEE	n	21.00	1.00	\$ 8.07					55825	54360
22	Onion Granules	DURKEE	N	20.00	1.00	\$ 6.61					55833	13943
23	Onion Powder	DURKEE	n	20.00	1.00	\$ 4.50					55831	54962
24	Oregano	DURKEE	N	12.00	1.00	\$ 5.93					55678	54600
25	Parsley	DURKEE	n	11.00	1.00	\$ 8.85					55682	55650
26	Salt	STERLING	N	26.00	24.00	\$ 12.18					55013	1271
27	Taco Seasonings	FOOTHIL	n	80.00	1.00	\$ 11.38					40045	V41305190
28	Paprika	DURKEE	N	16.00	1.00	\$ 7.02					55834	54640
29	croutons cheese and garlic	ULTIMAT	n	16.00	10.00	\$ 17.41					57009	10101
30	PAN COATING cooking spray	VEGEL	N	16.50	6.00	\$ 23.92					56137	17021
31	sugar	DOMINO	n	80.00	8.00	\$ 27.56					54011	403523
32	sugar packets	HPC	N		2000.00	\$ 10.66					54025	405170
33	Brown Sugar	DOMINO	n	16.00	24.00	\$ 23.22					54054	401358
34	Alfredo Sauce	STOUFER	N	96.00	4.00	\$ 62.51					45576	30470

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1	Bologna All Meat	meister cf	n	112.00	2.00	\$ 17.08					16129	2551
2	Corn Dogs Nugget (turkey franks in batter) cn 6 pieces min 2 meat and maximum 2 bread	House of Raeford	N			N/A					N/A	
3	Ham Boiled Gourmet	hormel	n	208.00	1.00	\$ 19.67					17137	23941
4	Ham Boiled	hormel	N	208.00	1.00	\$ 22.90					17138	34496
5	Hot Dog all meat	meister cf	n	2.00	160.00	\$ 24.46					16015	2558
6	Hot Dog All beef	hormel	N	2.00	80.00	\$ 26.27					16078	18292
7	Hot Dog Foot Long all meat	kayem	n	2.70	60.00	\$ 28.19					16045	1033
8	Hot Dog Turkey	carolina	N	2.00	80.00	\$ 12.33					24029	61886
9	Pepperoni Sliced	orefresco	n	16.00	10.00	\$ 22.28					16007	43628
10	Roast Beef	chef luis	N	112.00	2.00	\$ 54.32					27616	1486
11	Salami Hard	carando	n	106.72	3.00	\$ 53.43					16666	101340
12	Salami Genoa "Split"	carando	N	35.60	1.00	\$ 17.81					16666	101340
13	Sandwich Pepperoni	hormel	n	80.00	4.00	\$ 68.80					16152	45302
14	Buffalo Chicken Breast	mckensie	N	48.00	2.00	\$ 48.36					22626	9581
15	TURK BRST SKLN OIL BRW	carolina	n	144.00	2.00	\$ 50.58					24009	81205

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16	Turkey Breast Gourmet 2-9 lbs	rest pride	N	112.00	2.00	\$ 57.26					TBA	720

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1	American Cheese White	REST PRIDE	n	16.00	20.00	\$ 35.08					19094	2474
2	COMMODITY Cheddar Cheese Sauce Pouch Commodity	LOL	N	80.00	6.00	\$ 66.77	\$ 24.88	\$ 41.89			TBA	39940
3	COMMODITY Cheddar Cheese Sauce Pouch Commodity reduced fat and reduced sodium	ES Foods #5812 CN labeled min of 1 meat per 2oz serving (1/4 cup) 300 mg sodium	n		30.00	\$ 54.71	\$ 16.32	\$ 38.39			TBA	5812
4	Commercial Cheddar Cheese Sauce Pouch	LOL	N	80.00	6.00	\$ 66.77					TBA	39940
5	Cheddar Cheese Shredd	SHRIBBER	n	16.00	20.00	\$ 48.02					TBA	29394
6	Cheese Provolone	BELIGIOSO	N	16.00	23.00	\$ 59.57					19059	210
7	Pepperjack Cheese	LAFERIA	n	16.00	30.00	\$ 75.00					19071	18064
8	Mozzarella Cheese- Shredded	FOREMOST	N	16.00	30.00	\$ 59.10					TBA	20413
9	Swiss Cheese	LAUBSCHER	n	16.00	7.00	\$ 23.10					18995	352539
10	Cream Cheese Lite PC Local		Y			N/A					N/A	
11	Cream Cheese Lite PC	KRAFT	Y	1.00	100.00	\$ 14.18					TBA	610959
12	Strawberry cream cheese pc	KRAFT	N	1.00	100.00	\$ 17.29					19113	72683
13	Parmesan Cheese	CHEF LUIS	n	16.00	12.00	\$ 37.95					1961	4004
14	String Cheese Lite	LOL	N	1.00	168.00	\$ 34.44					1987	59703

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15	Colby Jack Cheese Sticks	LOL	n	1.00	168.00	\$ 35.74					1988	44878
16	COMMODITY String Cheese lite	LOL	N	1.00	168.00	\$ 34.44	\$ 19.17	\$ 15.27			1987	59703
17	Butter Blend	GOLDEN	n	16.00	30.00	\$ 39.34					26325	FBB4310A
18	Butter Cup	GRASSLAND	N	16.00	8.00	\$ 17.41					24108	67
19	Margarine Reddies	GOLDEN	n	16.00	10.00	\$ 22.02					26319	RRES5G01
20	Creamers-shelf stable	DAIRY FSH	N	0.38	360.00	\$ 10.88					19331	6083
21	YOGURT STRAW/BANANA BASH	DANIMALS	n	4.00	48.00	\$ 11.18					30998	2732
22	YOGURT CHERRY VANILLA	DANIMALS	N	4.00	48.00	\$ 11.18					30997	2733
23	YOGURT STRAWBERRY N/F	DANIMALS	n	4.00	48.00	\$ 11.18					30996	2731
24	YOGURT PEACH N/F	UPSTATE	N	4.00	48.00	\$ 13.17					TBA	
25	YOGURT STRAWBERRY N/F	YOPLAIT	n	32.00	6.00	\$ 13.49					30694	430000
26	Local CT vanillaYogurt ct		N			N/A					N/A	
27	Yogurt Vanilla NF	YOPLAIT	n	32.00	6.00	\$ 13.49					30695	640000
28	Local Ct grown maple yogurt		N			N/A					N/A	
29	Whipped Topping	RICHS	n	16.00	12.00	\$ 30.79					30305	2559
30	Egg Patty	MICHAELS	N	1.25	300.00	\$ 47.58					TBA	85017

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31	Soy Milk	SILK	n	8.00	18.00	\$ 14.92					30820	101966
32	Greek Yogurt	DANNON	N	5.00	12.00	\$ 10.30					31002	2717
33	Fresh Eggs	ESBENSHD	n	16.00	23.00	\$ 11.39					25224	2ESF034B
34			N									

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
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3	1	Apple Roll IW Hadley	Hadley farms	n	2.50	36.00	\$ 12.09					24372	372iw
4	2			N			N/A					N/A	
5	3	BAGEL IW wheat sliced	LENDERS	n	2.30	72.00	\$ 15.62					TBA	72
6	4	Bagel SLICED Plain Par Baked	LENDERS	N	2.30	72.00	\$ 12.59					22448	27
7	5	Bagel WW 3oz LS	TBA	n	3 oz	72.00	\$ 12.74					TBA	TBA
8	6	Bagelfuls/ Cr Chs IW	BAGELFUL	N	2.50	76.00	\$ 24.02					19126	2126
9	7	Bagels Cinn raisin par baked	LENDERS	n	2.30	72.00	\$ 17.65					22443	691
10	8	Bagels Plain Par Baked	LENDERS	N	2.30	72.00	\$ 17.80					TBA	75
11	9	bagels variety par baked	TBA	n	2.30	72.00	\$ 14.03					TBA	
12	10	Baked Fried Dough	BRIANS	N	3.50	60.00	\$ 50.26					22139	BO2214

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
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13	11	Belgian Waffle Sticks	KRUSTEAZ	n	0.78	216.00	\$ 21.23					TBA	40333
14	12	Honey wheat BISCUIT Frozen Whole Grain Biscuit 51% Whole Grain min of 1 cn bread	BRIDGEFORD	N	1.00	216.00	\$ 23.97					TBA	6285
15	13	BREAD Round Flatbreads 100% Whole Wheat sandwich Thins, 1.52 oz	PEP FARM	n	1.50	120.00	\$ 29.02					55334	199345
16	14	BREAD Glueten Free Bread	F.F.L.	N	24.00	6.00	\$ 30.75					52562	24420-2
17	15	BREAD Ultra Loco Flat Bread	FATH TABLE	n	1.80	144.00	\$ 26.86					20029	1188
18	16	BREAD Marble Rye Sliced (15 inch loaf)	PIANT	N	40.00	6.00	\$ 28.39					28724	C170
19	17	BREAD Pannini bread sliced	Rich's	n	37.50	10.00	\$ 47.08					28159	84354
20	18	BREAD Rustic Par Baked Loaf 12 x 5	WENNER	N	12.00	20.00	\$ 34.60					29036	71241
21	19	Bread Pullman WG 10 count 26 slice	HOMESTEAD	n		10.00	\$ 13.53					TBA	
22	20	BREAD Whole Grain Bread Sticks Par Baked	WENNER	N	1.50	180.00	\$ 32.49					29800	32.49
23	21	CAKE Boston Coffee Cake		n			NA					N/A	
24	22	CAKE carrot cake precut	CHEF P	N	69.40	4.00	\$ 47.65					28996	8556
25	23	CAKE crumb cake by the tray, various flavors	SARA LEE	n	60.40	4.00	\$ 25.49					28323	8202

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
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26	24	CAKE frz cheese cake precut various flavors	SARA LEE	N	48.00	8.00	\$ 67.53					20971	8076
27	25	CEREAL Berry Berry Kix	G MILLS	n	0.88	96.00	\$ 18.54					57314	43056
28	26	CEREAL Cheerios	G MILLS	N	1.00	96.00	\$ 18.54					57287	11941
29	27	CEREAL Cinn Toast Crunch	G MILLS	n	1.00	96.00	\$ 18.54					57290	11815
30	28	CEREAL Frosted Mini Wheat	KELLOGS	N	1.00	96.00	\$ 28.65					57283	4996
31	29	CEREAL Kix	G MILLS	n	1.00	96.00	\$ 18.54					57284	11942
32	30	CEREAL Raisin Bran	KELLOGS	N	1.00	96.00	\$ 27.02					57376	8962
33	31	CEREAL Rice CHEX	G MILLS	n	1.00	96.00	\$ 18.54					52917	47595
34	32	CEREAL Rice Krispies	KELLOGS	N	1.00	96.00	\$ 28.65					57373	596
35	33	CHURROS FRUIT FILL APPLE	J&J	n	1.70	100.00	\$ 33.16					21379	4110
36	34	CHURROS FRUIT RASBERRY	J&J	N	1.70	100.00	\$ 33.16					24112	4112
37	35	Cinn Roll IW Hadley	Hadley farms	n	2.50	36.00	\$ 12.09					24375	375IW
38	36	CRACKER GOLDFISH CHEDDAR	P FARM	N	0.75	300.00	\$ 49.37					58084	18105
39	37	CRACKER Oyster Crackers	WESTMIN	n	0.85	150.00	\$ 11.15					57001	15040
40	38	CRACKER Saltine Twin Pack	REST PR	N	0.25	500.00	\$ 11.93					57528	19542

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
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41	39	croissant SLICED	Hadley farms	n	2.20	72.00	\$ 19.16					TBA	112
42	40	DESSERT Decadent Chocolate Chunk	OTIS	N			N/A					N/A	
43	41	DESSERT fortune cookie		n			N/A					N/A	
44	42	DESSERT Lemon poppyseed		N			N/A					N/A	
45	43	DESSERT Otis brownies double choclate frosted	OTIS	n	80.00	4.00	\$ 50.97					TBA	30350
46	44	DESSERT Apple Cinnamon pecan		N			N/A					N/A	
47	45	FRENCH TOAST STICKS Whole Wheat CN min 2 bread	TBA	n	4.40	35.00	\$ 35.19					TBA	37720
48	46	GRAHAM goldfish giant grahams CINN	PEP FARM	N	0.90	300.00	\$ 39.27					TBA	15904
49	47	GRAHAM Honey Grahams	NBC	n	0.57	200.00	\$ 12.03					57200	1367
50	48	Mini Pancake Maple	Pillsbury	N	2.82	72.00	\$ 30.33					31519	31971
51	49	Mini Waffles Maple	Pillsbury	n	2.82	72.00	\$ 30.33					37310	44306
52	50	WG Delicious Essential RF MUFFIN APPLE CINN IW	OTIS	N	1.80	72.00	\$ 22.75					TBA	3745
53	51	WG Delicious Essential RF MUFFIN Banana IW	OTIS	n	1.80	72.00	\$ 22.75					TBA	3705
54	52	WG Delicious Essential RF MUFFIN BLUEBERRY IW	OTIS	N	1.80	72.00	\$ 22.75					TBA	3700

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
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55	53	MUFFIN Blueberry IW	MUFFINTWN	n	2.00	96.00	\$ 22.38					24661	2600
56	54	MUFFIN Blueberry IW	MUFFINTWN	N	3.60	48.00	\$ 20.10					TBA	6600
57	55	MUFFIN CHOC CHIP IW	MUFFINTWN	n	2.00	96.00	\$ 22.38					TBA	2600
58	56	MUFFIN CHOC CHIP IW	MUFFINTWN	N	3.60	48.00	\$ 20.10					TBA	6600
59	57	WG Delicious Essential RF MUFFIN CHOC CHOC CHIP IW	OTIS	n	1.80	72.00	\$ 22.75					TBA	3720
60	58	PASTA Elbows	B. PLUS	N	16.00	20.00	\$ 29.22					51060	1445
61	59	PASTA cheese tortellini pasta	PEDE	n	16.00	10.00	\$ 18.33					22551	22551
62	60	PASTA Egg Noodles Medium	REST PRIDE	N	16.00	10.00	\$ 10.88					51043	12521
63	61	PASTA Fusilli	B. PLUS	n			N/A						
64	62	PASTA Pasta Bow Ties	B.PLUS	N	16.00	16.00	\$ 28.34					TBA	2997
65	63	PASTA Penne Pasta	B.PLUS	N	16.00	20.00	\$ 29.22					51061	1446
66	64	PASTA Rotini	B.PLUS	N	16.00	20.00	\$ 29.22					51062	1447
67	65	PASTA Shells	B. PLUS	N			N/A					N/A	
68	66	PASTA Ziti	B. PLUS	N			N/A					N/A	
69	67	Pretzel 2.5 oz	J&J	n	2.50	100.00	\$ 20.00					21577	3010

3grains dry baked cereal

Fill in empty lines with products not listed above.

3grains dry baked cereal

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70	68	RICE BROWN WHOLE GRAIN	U/BENS whole grain	N	16.00	25.00	\$ 25.70					40578	12111
71	69	RICE jasmine rice	U/BENS	n	16.00	10.00	\$ 16.30					40526	8715
72	70	ROLL Cinnamon Roll Dough 51% Whole Grain Ready to bake 1.25 oz	Rich's	N	1.25	240.00	\$ 33.54					TBA	10204
73	71	ROLL DINNER POTATO 2.5	PIANTE	n	1.00	192.00	\$ 26.38					28261	C393
74	72	ROLL Dinner Roll Whole Grain	WENNER	N	1.25	224.00	\$ 35.72					TBA	311203
75	73	WG Roll Hamburger Cluster 10 pack/ 12 count	PIANT	n	2.00	120.00	\$ 16.35					28609	331
76	74	Roll Hamburger Whole Grain	PIANT	N	2.00	96.00	\$ 26.87					28607	329
77	75	ROLL HOTDOG JUMBO STRIP 15 pak/ 8 count				120.00	\$ 22.28					TBA	
78	76	ROLL HOTDOG NE STRIP	PIANT	n	1.60	192.00	\$ 34.53					28602	C115
79	77	ROLL Kaiser Roll Sandwich par baked	WENNER	n	3.00	60.00	\$ 19.51					29855	83098
80	78	ROLL Par Baked Rustic 4x4 Roll	WENNER	N	3.50	60.00	\$ 34.04					29871	74041
81	79	ROLL WG Hot Dog Rolls 18 pack/ 8 count		n		144.00	\$ 20.03					TBA	
82	80	ROLLS BULKIE SLIC KNOTTED 12 pack/ 8 count		N		96.00	\$ 14.69					TBA	
83	81	Taco Shells		n			N/A					N/A	
84	82	TORTILLA FLOUR 10" white	SOLIS	N	2.40	144.00	\$ 16.63					22101	10104

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
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85	83	TORTILLA FLOUR 12" 03102 White	SOLIS	n	3.33	120.00	\$ 19.30					21873	10105
86	84	TORTILLA FLOUR 12" Cheddar/Jalapeno	SOLIS	N	3.73	60.00	\$ 16.58					23108	10329
87	85	TORTILLA FLOUR 12" Spinach	SOLIS	n	3.73	60.00	\$ 13.83					21819	10323
88	86	TORTILLA FLOUR 12" Tomato	SOLIS	N	3.73	60.00	\$ 13.83					21830	10321
89	87	TORTILLA FLOUR 12" Whole Wheat 03103	SOLIS	n	3.33	120.00	\$ 19.30					21868	10306
90	88	TORTILLA FLOUR 6" white	SOLIS	N	1.25	288.00	\$ 20.32					22110	10101
91	89	Bread English Muffins- split	PIANTEOSI	n	2.00	144.00	\$ 26.21					28332	C126
92	90			N									
93	91			n									
94	92			N									
95	93			n									
96	94			N									
97	95			n									
98	96			N									

3grains dry baked cereal

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3grains dry baked cereal

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1	commercial BEEF PATTIES RAW	CHEF LUIS	n	0.25	10.00	\$ 27.88					23150	23150
2	BEEF PATTIES RAW LOCAL 80/20 fat	maximum portion weight of 4 oz	y	0.25	10.00	\$ 30.10					tba	tba
4	commercial GROUND BEEF RAW 80/20	CHEF LUIS	N	1.00	40.00	\$ 50.78					23666	23666
5	GROUND BEEF RAW LOCAL 80/20 FAT	4/10 lb frozen sticks	y	1.00	20.00	\$ 60.60					tba	tba
6	PIERRE#3771	PIERRE		0.14	144.00	\$ 75.65					TBA	3842
7	3 OZ COMMERCIAL char broiled or flame broiled beef patties fully cooked CN LABEL	TYSON	N	0.19	90.00	\$ 71.84					90	6285
8	3 OZ COMMODITY char broiled or flame broiled beef patties fully cooked CN LABEL	TYSON	n	0.19	90.00	\$ 71.84	\$ 53.30	\$ 18.54			90	6285
9	3 OZ LOCAL GROWN OR PROCESSED char broiled or flame broiled beef patties fully cooked		N			N/A					N/A	
11	2 OZ char broiled or flame broiled beef patties fully cooked CN LABELED	PIERRE	N	0.14	140.00	\$ 75.65					TBA	3842
12	2 OZ COMMERCIAL char broiled or flame broiled beef patties fully cooked CN LABEL	TYSON	N	0.13	120.00	\$ 63.11					246	9779

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13	2.25 OZ COMMODITY char broiled or flame broiled beef patties fully cooked CN LABEL	TYSON	N	0.13	120.00	\$ 63.11	\$ 47.40	\$ 15.71			246	9779
14	2 OZ LOCAL GROWN OR PROCESSED char broiled or flame broiled beef patties fully cooked		n			N/A					N/A	
16	commercial BEEF TIPS FULLY COOKED	JTM	n	1.00	32.00	\$ 129.99					TBA	5840CE
17	COMMODITY BEEF TIPS FULLY COOKED	JTM	N	1.00	32.00	\$ 129.99			\$ 2.75	\$ 36.33	TBA	CP5840
18	BEEF TIPS FULLY COOKED LOCAL commercial		n			N/A					N/A	
20	.5 oz Frozen Fully Cooked Meatball, All Beef, 6 meatballs= 2 Meat/	Maid rite # 04105	n			N/A					N/A	
21	Commodity .5 oz Frozen Fully Cooked Meatball, All Beef, 6 meatballs= 2 Meat/	Maid rite # 94105	N			N/A					N/A	
22	commercial .5 oz Frozen Fully Cooked Meatball, All Beef, 6 meatballs= 2 Meat/	TYSON #7360	n	0.03	320.00	\$ 29.97	\$ 19.83	\$ 10.14			TBA	7360
24	commercial 1 oz Frozen Fully Cooked Meatball, All Beef, 6 meatballs= 2 Meat/ 80/20 may use soy	TYSON # 7362	n	0.06	160.00	\$ 30.07	\$ 19.93	\$ 10.14			88	7362

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26	COMMODITY Skillet ground Beef Crumbles Fully Cooked 80/20 CN labeled	Tyson #11786-328	n	0.13	320.00	\$ 167.17	\$ 123.51	\$ 43.66			245	11786
28	commercial Skillet ground Beef Crumbles Fully Cooked 80/20 CN labeled	Tyson	n	0.13	320.00	\$ 167.17					245	11786
30	commercial Veggie Burger cn labeled	GDNBGR	n	0.21	48.00	\$ 44.79					TBA	
31	min each burger =2 meat/meat alt		N									
33	commercial shaved steak Fully Cooked , cn label	Steak EZE advance pierre	N			N/A					N/A	

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	Oven Baked Chicken Breaded Bone in		n									
1	COMMODITY Roasted Breaded 8 pc Frozen Full Cooked Breaded Bone-In Chicken	TYSON	N	7.00	57.00	\$ 45.23	\$ 14.40	\$ 30.83			274	3929
2	commercial Roasted Breaded 8 pc Frozen Full Cooked Breaded Bone-In Chicken	TYSON	N	7.00	60.00	\$ 49.43	\$ 15.26	\$ 34.17			29667	3931-328
	Whole Muscle Breast Filet BREADED		N									
3	COMMODITY Whole Muscle Breast Filet	TYSON	n	4.35	110.00	\$ 86.32	\$ 18.80	\$ 67.52			26855	16710
4	commercial Whole Muscle Breast Filet Fully Cooked Breaded Breast Filet 100% Breast Meat with rib meat, premium quality	TYSON	N	3.50	46.00	\$ 25.88					TBA	38360
5	Commercial CRISPY Chicken Breast Filet Breaded FC	TYSON	N	3.50	46.00	\$ 25.88					TBA	38361
6	commercial SPICY OR BUFFALO Whole Muscle Breast Filet Fully Cooked Breaded Breast Filet 100% Breast Meat with rib meat, premium quality	TYSON	N	3.50	46.00	\$ 25.88					TBA	38362

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	Whole Muscle Breast Filet UNBREADED FULLY COOKED		N									
7	COMMODITY unbreaded Whole Muscle Breast Filet	TYSON	n	3.00	54.00	\$ 29.13	\$ 8.34	\$ 20.79			27785	38350
8	commercial Whole Muscle Breast Filet Grilled 2.6-3oz		n									
	Fully Cooked Grilled Breast Filet	TYSON	N	3.00	54.00	\$ 29.16	\$ 8.34	\$ 20.81			27785	38350
	100% Breast Meat with rib meat, premium quality	Pierre 9835	n	2.60	100.00	\$ 37.26					TBA	9835
	Whole Muscle Breast TENDERS BREADED FULLY COOKED		n									
	WHOLE MUSCLE		N									
9	COMMODITY Whole muscle Fully Cooked Breaded Chicken Pieces know as TENDER, TENDERLOINS	TYSON	n	5.87	82.00	\$ 84.95	\$ 20.18	\$ 64.77			27889	16712
10	Commercial Whole Muscle Chicken Tenders (loin)	TYSON	N	4.00	40.00	\$ 24.87					27787	38363
11	commercial Spicy or buffalo chicken tenderloin crispy breaded FC	TYSON	N	2.46	65.00	\$ 42.72					27791	5458
	"CHICKEN PATTIE"		N									
12	COMMODITY Breaded Chicken Patty	TYSON	n	4.15	114.00	\$ 61.05	\$ 18.90	\$ 42.15			27886	15490
		TYSON	n	3.23	150.00	\$ 56.96	\$ 19.54	\$ 37.42			2702	5567

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13	commercial Breaded Chicken Patty	Tyson #	n			N/A					N/A	
14	COMMODITY Krunchy Breaded Chicken Patty	Tyson #3857-328	n	3.40	144.00	\$ 48.20	\$ 14.38	\$ 33.82			27783	3857
15	commercial Krunchy Breaded Chicken Patty	Tyson	n	3.40	144.00	\$ 48.20					27783	3857
16	COMMODITY Spicy Breaded Chicken Patty	Tyson# 5567-328	n	3.23	150.00	\$ 56.96	\$ 19.54	\$ 37.42			27002	5567
17	commercial Teriyaki Chicken Pattie unbreaded gluetin Free	Pierre 9829	n	3.00	90.00	\$ 39.38					TBA	9829
	"TURKEY AND RAW CHICKEN BREAST"		n									
18	Turkey Roast		N			N/A					N/A	
19	Commercial Raw chicken breast boneless and skinless IQF	53- 3oz	N			N/A					N/A	
20	Commercial Raw chicken breast boneless and skinless IQF	40- 4oz	N			N/A					N/A	

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	"POPCORN CHICKEN"											
1	COMMERCIAL CN LABEL Fully Cooked Breaded Chicken Pieces know as popcorn, bites, or smackers	TYSON	N	0.25	1860.00	\$ 55.45	\$ 18.34	\$ 37.91			29985	2940
2	COMMODITY Fully Cooked Breaded Chicken Pieces know as popcorn, bites, or smackers	Goldkist Smackers #110453	n			N/A						
	"NUGGETS OR CHUNKS"		n									
4	COMMERCIAL CN LABEL Crispy Fully Cooked White Chicken Breast Breaded Chicken Pieces know as nuggets, chunks	TYSON	N	0.94	185.00	\$ 30.83					TBA	2519
	COMMODITY Fully Cooked Breaded Chicken Pieces know as nuggets or chunks	Tyson 3736-328	N	3.15	137.00	\$ 52.44	\$ 19.82	\$ 32.62			TBA	
	"TENDERS"		n									
6	COMMERCIAL CN LABEL Fully Cooked Breaded Chicken Pieces know as TENDERS	Tyson #2473-928	N	3.40	50.00	\$ 27.44					tba	2473
7	COMMODITY Fully Cooked Breaded Chicken Pieces know as TENDERS	Krispy Krunchy Tenders Tyson 3859-328	N	3.40	144.00	\$ 48.02	\$ 14.36	\$ 33.66			28966	3859

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8	COMMODITY Fully Cooked SPICY OR BUFFALO Breaded Chicken Pieces know as TENDERS	SPICY OR BUFFALO Tenders Tyson #3859-328	N	3.33	144.00	\$ 55.94	\$ 18.94	\$ 37.00			27005	5580-328
	"DARK MEAT STRIPS"		N									
9	COMMODITY Chicken Dark Meat Strips No Sauce CN label	Tyson #16702-328	n	2.85	168.00	\$ 77.76	\$ 25.62	\$ 52.14			26854	16702
	Chicken Sausage Pattie		N									
11	COMMODITY Unbreaded pattie fully cooked	Tyson #17443-328	n	1.36	354.00	\$ 71.09	\$ 32.60	\$ 38.49			tba	17443
	CHICKEN DIPPERS		n									
12	commercial Flamebroiled Teriyaki Chicken Dippers or strips = 2 meat alt 4 each	Smart Picks pierre advance #2417	N	2.25	100.00	\$ 32.86					TBA	2417
	"DICED CHICKEN fully cooked "		N									
13	TIP TOP	10#	n	16.00	10.00	\$ 25.80					21874	16310
	TIP TOP	10#	N	16.00	10.00	\$ 28.88					21852	20106

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1	Fish Clamstrips Brd		N			N/A	Clamstrips Brd	CN labeled				
2	Fish (pollack) & Cheese krispy Krunchy cn label min 2 meat	VIKING	N	3.60	46.00	\$ 21.62					TBA	06-870
3	Fish Nuggets Pollock	VIKING	N	0.88	180.00	\$ 19.00					21927	06-790
4	Tuna Light Chunk	DUET	N	66.50	6.00	\$ 60.66					45154	29526DUT
5	Tuna Tongol (white)	LOLITA	N	66.50	6.00	\$ 61.66					45153	29530DUT
6	Sole Breaded Fillet		N			N/A					N/A	
7	Fish Stick	VIKING	N	1.00	160.00	\$ 21.11					21748	06-791
8	FISH SURIMI FLAKE	GLDN SUN	N	40.00	4.00	\$ 12.64					32055	6011022
9	Fish Portion	VIKING	N	3.60	46.00	\$ 21.70					21903	806333
12	FC potato encrusted fish cn 3 pc min 2 meat 1 bread	viking	N	3.00	53.00	\$ 23.80					TBA	6593
13	cod baked Brl lemon pepper	VIKING	N	4.00	40.00	\$ 37.71					21987	806834

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1	Honey BBQ Ribs Commodity #3717	pierre	n	3.25	100.00				\$ 2.70	\$ 27.42	TBA	3717
2	Bacon Layout	rest pride	N	16.00	15.00	\$ 40.70					17043	452287
3	Bacon pre cooked strips	HORMEL	n	16.00	4.50	\$ 48.85					17840	49975
4	Honey BBQ Ribs Commerical	PIERRE	N	3.25	100.00	\$ 54.39					TBA	3817
5	Sausage Links Commerical	FARMLAND	n	0.80	200.00	\$ 21.71					16070	138177
6	Sausage Patty Commerical	FARMLAND	N	2.00	80.00	\$ 20.31					16072	138157
7	Sausage Patty Commerical	FARMLAND	n	1.00	160.00	\$ 20.31					16091	138167
8	Turkey Sausage Links	JONES	N	0.67	239.00	\$ 32.64					16515	18630
9	Bacon Round- precooked	HORMEL	n	0.37	192.00	\$ 37.27					17052	25779
10	Sausage Patty 2 oz Turkey	JONES	N	1.40	114.00	\$ 33.47					TBA	18773
11	SAUSAGE CHUNKS SWEET ITAL FC	MAIDRITE	n	0.50	320.00	\$ 28.04					16067	75801
12	SAUSAGE TOPPING ITALIAN FC	HORMEL	N	16.00	10.00	\$ 22.90					16819	223581
13	CommodityCN labeled pulled pork bonelss meat culinary standards	32#	n			N/A					N/A	
14	commercialCN labeled pulled pork bonelss meat culinary standards	32#	N			N/A					N/A	

	Proposer's Product Description and Specs	Proposer's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual unit Weight in Ounces	Proposer's Pack size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
15	sausage Links	JONES	n	0.67	239.00	\$ 23.32					16214	18620

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
2		Proposer's Product Description and Specs	Proposers's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual Unit's Weight in Ounces	Proposer's Pack Size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
3	1	Baked Beans	REST PRIDE	n	110.00	6.00	\$ 22.34					40119	805137
4	2	Chick Peas	REST PRIDE	N	106.00	6.00	\$ 21.29					40155	68264
5	3	Corn vacuum	REST PRIDE	n	112.00	6.00	\$ 26.19					40251	53663
6	4	egg roll	MINH	N	3.00	60.00	\$ 34.51					TBA	69461
7	5	egg plant cutlets peeled and breaded	ROSINA	n	16.00	10.00	\$ 15.33					21165	253100
8	6	Eggplant fries battered	CARLAS	Y	16.00	10.00	\$ 23.73					30632	5595
9	7	Red Roasted Peppers	NORTHEST	n	28.00	12.00	\$ 33.15					40382	110365
10	8	Banana Peppers	COOL CRISP	N	156.00	4.00	\$ 21.38					48132	Q724
11	9	OLIVES PITTED MED	OREFRESCO	n	64.00	6.00	\$ 33.91					48196	266570F
12	10	OLIVES SLICED RIPE	OREFRESCO	N	55.00	6.00	\$ 34.94					48198	266630F
13	11	Onions Dehy.	PACKER	n	48.00	6.00	\$ 55.02					40340	73533
14	12	Red and Green Pepper Strips	FURMANO	N	106.00	6.00	\$ 35.80					40383	810327
15	13	Potato Pearls	BASIC A	n	28.00	12.00	\$ 51.01					40427	76468
16	14	Potato Wh White 60/80	REST PRIDE	N	106.00	6.00	\$ 26.47					40404	69380
17	15	pumpkin pack	SENECA	n	112.00	6.00	\$ 38.19					52655	69011
18	16	SAUCE SPAGHETTI	Raggazinos	Y	104.00	6.00	\$ 21.14					40456	2040A

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
2		Proposer's Product Description and Specs	Proposers's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual Unit's Weight in Ounces	Proposer's Pack Size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
19	17	sauerkraut	REST PRIDE	n	29.00	12.00	\$ 16.91					40448	57650
20	18	Pizza Sauce	REST PRIDE	N	112.00	6.00	\$ 22.50					40631	100730
21	19	Tomato Diced	REST PRIDE	n	112.00	6.00	\$ 21.72					40621	5000730
22	20	Tomato Crushed	OREFRESCO	N	112.00	6.00	\$ 18.95					40633	25000690
23	21	Tomato Paste	OREFRESCO	n	112.00	6.00	\$ 29.43					40629	5000690
24	22	TOMATO SALSA	COCINA	N	164.00	4.00	\$ 42.86					40017	4903
25	23	small pink bean	FURMANO	n	106.00	6.00	\$ 20.41					43987	810925
26	24	small white beans	FURMANO	N	106.00	6.00	\$ 25.73					40132	68509
27	25	pidgeon peas		n			N/A					N/A	
28	26	kidney bean	REST PRIDE	N	106.00	6.00	\$ 23.36					40140	53135
29	27	Base Chicken	Major Low Sodium No MSG Gluetin free	n	16.00	6.00	\$ 35.16					44225	68461
30	28	Beef Base	Major Low Sodium No MSG Gluetin free	N	16.00	6.00	\$ 36.04					44224	68462
31	29	Broccoli & Cheese	CAMPBEL	n	64.00	3.00	\$ 31.89					21256	8187
32	30	Chicken and Stars	CAMPBEL	N	50.00	12.00	\$ 40.36					TBA	8222
33	31	Chicken Mega noodle	CAMPBEL	n	50.00	12.00	\$ 30.98					TBA	1256
34	32	Chicken with Egg Noodle	Campbell	N	64.00	3.00	\$ 32.85					22025	8169

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
2		Proposer's Product Description and Specs	Proposers's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual Unit's Weight in Ounces	Proposer's Pack Size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
35	33	Clam Chowder	CAMPBEL	n	64.00	3.00	\$ 35.34					22018	8170
36	34	Clam Chowder	HEINZ	N	50.00	12.00	\$ 43.76					7964	796400
37	35	Corn Chowder	CAMPBEL	n	64.00	3.00	\$ 32.76					22029	5061
38	36	French Onion	CAMPBEL	N	64.00	3.00	\$ 32.48					22030	8171
39	37	Italian Wedding	CAMPBEL	n	64.00	3.00	\$ 33.69					21995	10428
40	38	Beef & Sweet Pepper	CAMPBEL	N	64.00	3.00	\$ 35.34					23200	14223
41	39	Minestrone	HEINZ	n	50.00	12.00	\$ 35.36					4204	420400
42	40	Mediterrear veg	CAMPBEL	N	64.00	3.00	\$ 34.48					23769	19123
43	41	Tomato	CAMPBEL	n	50.00	12.00	\$ 28.20					44124	16
44	42	Tomato Tortellini		N			N/A					N/A	
45	43	mexican chicken tortilla	CAMPBEL	n	64.00	3.00	\$ 35.96					23768	19122
46	44	pasta Fageole	CAMPBEL	N	64.00	3.00	\$ 31.98					22035	10429
47	45	Potato with bacon	CAMPBEL	n	64.00	3.00	\$ 25.70					22021	11921
48	46	Chicken and Dumpling	CAMPBEL	N	64.00	3.00	\$ 36.68					22028	11919
49	47	Tomato with Basil	CAMPBEL	n	64.00	3.00	\$ 33.48					23766	19120
50	48	Blends Calif.	VALHV	N	16.00	20.00	\$ 16.04					22350	136088

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
2		Proposer's Product Description and Specs	Proposers's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual Unit's Weight in Ounces	Proposer's Pack Size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
51	49	Blends Ital.	CAP.FRM	n	16.00	20.00	\$ 11.98					21542	H736004
52	50	Broccoli Florets	CAP. FARM	N	16.00	10.00	\$ 11.98					21200	H038021
53	51	Green Beans	CAP.FARM	n	16.00	10.00	\$ 18.95					21574	H026004
54	52	Carrots sliced	CAP.FARM	N	16.00	20.00	\$ 14.86					21586	H256004
55	53	Corn	CAP.FARM	n	16.00	20.00	\$ 18.51					21578	H096004
56	54	oriental blend	CAP.FARM	N	16.00	24.00	\$ 23.85					21567	H745004
57	55	Peas	CAP.FARM	n	16.00	20.00	\$ 22.01					21592	H186004
58	56	Mixed Veg.	CAP FARM	N	16.00	20.00	\$ 18.44					21580	H276004
59	57	Spinach	CAP.FARM	n	16.00	36.00	\$ 28.12					21442	H229035
60	58	Fries Curly Seasoned spiral	REDSTONE	N	16.00	24.00	\$ 17.97					21605	MCL03622
61	59	Fries Oven Crinkle Cut	MCCAIN	n	16.00	30.00	\$ 17.97					21555	SNO63
62	60	Hash Browns	MCCAIN	N	2.25	150.00	\$ 20.47					21617	OIF259
63	61	Potato Puffs	MCCAIN	n	16.00	30.00	\$ 18.72					21608	OIFOO215
64	62	Sweet Potato Puffs	MCCAIN	N	16.00	15.00	\$ 19.96					22040	MCF05034
65	63	Potato Wedges	MCCAIN	n	16.00	30.00	\$ 29.71					21636	MCX91
66	64	Potato Smiles	MCCAIN	N	16.00	24.00	\$ 21.20					27691	OIF03456

	A	L	M	N	P	Q	S	T	U	V	W	Z	AA
2		Proposer's Product Description and Specs	Proposers's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual Unit's Weight in Ounces	Proposer's Pack Size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
67	65	Sweet Potato Deep Grove	MCCAIN	n	16.00	15.00	\$ 20.06					28464	MCF04566
68	66	Fries Seasoned straight	MCCAIN	N	16.00	30.00	\$ 29.40					21631	MCX49
69	67	hummus classic	TRIBE	n	16.00	8.00	\$ 19.02					30524	35100000
70	68	Sweet Potato Shoe String	MCCAIN	N	16.00	15.00	\$ 20.06					21503	MCF03725
71	69	Frozen Bell Pepper Strips Green, Yellow, Red	CAP.FARM	n	16.00	24.00	\$ 27.66					22100	H935004
72	70												
73	71												

	Proposer's Product Description and Specs	Proposers's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual Unit's Weight in Ounces	Proposer's Pack Size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
1	BAKED FRIES CHEDDAR AND BACON	JOHNNY RAPP	n			N/A					N/A	
2	BAKED FRIES HOT FRIES	JOHNNY RAPP	N			N/A					N/A	
3	Baked Scoops	Frito Lays	n	0.88	72.00	\$ 16.35					57119	42537
4	CHEETOS BAKED R. FAT	Frito Lays	N			N/A					N/A	
5	CHEETOS BAKED SS	Frito Lays	n	0.88	104.00	\$ 23.58					57143	21642
6	CHEETOS FANTASTIC asst. varieties	Frito Lays	N	1.00	104.00	\$ 23.58					57670	36098
7	CHEX MIX TRADITIONAL	General Mills	n	1.75	60.00	\$ 20.24					57147	12400
8	CHEX SIMPLY BBQ	General Mills	N	1.25	60.00	\$ 19.71					41542	41542
9	CHEX SIMPLY CHEDDAR	General Mills	n	1.25	60.00	\$ 19.71					45283	19298
10	CHEX SIMPLY CHOCOLATE CAMEL	General Mills	N	1.25	60.00	\$ 19.71					45287	14501
11	CHEX SIMPLY SOUR CREAM AND ONION	General Mills	n	1.25	60.00	\$ 19.71					41543	41543
12	CHEX SIMPLY STRAWBERRY YOGURT	General Mills	N	1.25	60.00	\$ 19.71					TBA	14502
13	CHIP BAKED BBQ POTATO chip	Frito Lays	n	1.12	64.00	\$ 22.68					57676	44395
14	CHIP LAYS FUN SIZE	Frito Lays	N	0.50	120.00	\$ 15.17					57149	19846
15	CHIPS BAKED Ruffle Cheddar & Sour Cr	Frito Lays	n	1.13	64.00	\$ 22.68					57740	44400
16	CHIPS BAKED SOUR CR & ONION	Frito Lays	N	1.13	64.00	\$ 22.68					57678	44398
17	CHIPS POTATO BAKED, ORIGINAL	Frito Lays	n	1.13	64.00	\$ 22.68					TBA	
18	CHIPs reduced Fat	40% reduced fat Cape Cod	N	0.50	120.00	\$ 13.06					57741	10230

	Proposer's Product Description and Specs	Proposers's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual Unit's Weight in Ounces	Proposer's Pack Size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
19	Cinn Toast CRUNCH BARS	General Mills	n	1.40	96.00	\$ 26.46					57321	19437
20	COOK DGH RED/FAT CARNIVAL	Otis reduced fat 51% whole grain	N	1.00	320.00	\$ 46.48					TBA	55678
21	COOK DGH RED/FAT CARNIVAL	Otis reduced fat 51% whole grain	n	1.50	240.00	\$ 43.58					TBA	55688
22	COOK DGH RED/FAT CHO CHIP	Otis reduced fat 51% whole grain	N	1.00	320.00	\$ 43.32					TBA	55689
23	COOK DGH RED/FAT CHO CHIP	Otis reduced fat 51% whole grain	n	1.50	240.00	\$ 40.60					TBA	55689
24	COOK DGH RED/FAT SUGAR	Otis reduced fat 51% whole grain	N	1.00	320.00	\$ 43.32					TBA	55670
25	COOK DGH RED/FAT SUGAR	Otis reduced fat 51% whole grain	n	1.50	240.00	\$ 40.60					TBA	
26	Cookie 100 Calorie Oreo	NABISCO	N	0.81	72.00	\$ 21.18					57075	938
27	COOKIES TWO PACK WRAPPED CHOCOLATE CHIP	LINDEN	n			N/A					N/A	
28	Cookies 100 CAL. CHIPS AHOY	NABISCO	N	0.81	72.00	\$ 21.18					57073	937
29	Cookies IW choco chip m&m	Best Maid	n	1.00	120.00	\$ 25.60					20653	70008
30	Cookies IW chocolate chip	Best Maid	N	1.00	120.00	\$ 24.40					20654	70007
31	Cookies IW oatmeal blueberry	Best Maid	n	1.00	120.00	\$ 24.40					20647	70070
32	COOKIES TWO PACK WRAPPED CHOCOLATE FUDGE		N			N/A					N/A	
33	Dorito COOL RANCH REDUCED FAT	Frito Lays	n	1.00	72.00	\$ 16.59					57672	36096
34	DORITOS BAKED, NACHO CHEESE	Frito Lays	N	0.75	88.00	\$ 20.27					57148	20002
35	Doritos Nachos Cheese Baked	Frito Lays	n	1.40	60.00	\$ 17.98					57172	16936
36	Doritos Nachos Cheese Red Fat	Frito Lays	N	1.00	72.00	\$ 16.35					57165	31748

	Proposer's Product Description and Specs	Proposers's Brand	Connecticut Grown or Connecticut Manufactured (Y) Yes (N) No	Proposer's Individual Unit's Weight in Ounces	Proposer's Pack Size	Proposer's Commercial Price per Manufacturer's Pack Size	Commodity value	Proposers NOI Price	Proposer's Fee for Service	Proposer's Fee for service through the distributor	Proposer's Code Number	Manufacturer's Brand Code Number
37	Doritos REDUCED FAT Spicy Chili	Frito Lays	n	1.00	72.00	\$ 16.35					57112	49093
38	Fortune Cookie	Packer	N			N/A					N/A	
39	GOURMET, PIRATE BOOTY, asst. varieties		n			N/A					N/A	
40	Holiday Cookies (Turkey, Jack O'Lantern, etc)		N			N/A					N/A	
41	NUTRIGRAIN BARS APPLE CINNAMON	Kellogg's	n	1.30	48.00	\$ 20.98					57410	35602
42	NUTRIGRAIN BARS BLUEBERRY	Kellogg's	N	1.30	48.00	\$ 20.98					57298	35745
43	NUTRIGRAIN BARS STRAWBERRY	Kellogg's	n	1.30	48.00	\$ 20.98					57598	35945
44	PITA CHIPS NAKED	STACYIES	N	1.50	24.00	\$ 16.37					19161	17447-4
45	POPTART/STRWB/ WHOLE GRN.	Kellogg's	n	1.76	120.00	\$ 40.99					56657	55130
46	RICE KRISPIE TREATS SQUARES	Kellogg's	N	1.30	80.00	\$ 34.57					57488	26547
47	Round Tortilla Nacho Chips	TOSTITOS	n	16.00	8.00	\$ 12.78					57695	47753
48	Shape Ups Juice	J&J	N			N/A					N/A	
49	Snack Mix Kids Mix	Quaker	n	0.88	104.00	\$ 23.95					57157	36308
50	TINY TWISTS	Frito Lays	N	0.50	300.00	\$ 38.86					57274	14245
51	COOKIES VANILLA GOLDFISH COOKIES	PEPPERRIDGE FARM	n			N/A					N/A	



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 of 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 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.

Contract # **12PSX0011**

Rev. 6/25/2012 - Prev. Rev. 4/26/2012

EXHIBIT D

**DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School
Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program**

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Contract # **12PSX0011**

Rev. 6/25/2012 - Prev. Rev. 4/26/2012

EXHIBIT E

**DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School
Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program**

**CT Standard Wage Rates
(attached)**

Project: Food Commodities For Town Schools-Pilot Program

**Standard Wage Rates Determination
for Certain Service**

S 16325

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

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

Project Number:

Town: Cheshire

Project Food Commodities For Town Schools-Pilot Program

OCCUPATIONAL TITLE	Minimum Hourly Rate	Benefit Rate
Assembler	\$10.07	3.03
Baker	\$16.75	5.03
Bartender	\$10.01	3.01
Boiler Tender	\$29.03	8.71
Busperson	\$8.25	2.48
Carpenter, Maintenance	\$29.55	8.87
Cashier	\$10.53	3.16
Cleaner, Heavy** Hired after July 1, 2009	\$13.80	4.62 + a
Cleaner, Light** Hired after July 1, 2009	\$13.50	4.62 + a
Cleaner, Vehicles	\$11.59	3.48

As of: Thursday, April 12, 2012

Project: Food Commodities For Town Schools-Pilot Program

Cook I	\$15.73	4.72
Cook II	\$16.80	5.04
Counter Attendant	\$10.07	3.03
Dishwasher	\$9.74	2.92
Dry Cleaner	\$12.33	3.70
Electrician, Maintenance	\$36.84	11.05
Elevator Operator	\$11.59	3.48
Fast Food Shift Leader	\$8.87	2.67
Fast Food Worker	\$8.25	2.48
Food Service Worker	\$12.33	3.69
Furniture Handler ~ Hired prior to July 1, 2009	\$16.46	4.62 + a
Furniture Handler**Hired after July 1, 2009	\$13.90	4.62 + a
Gardner	\$17.87	5.37
General Maintenance Worker	\$24.67	7.41
Hostess	\$9.62	2.89
Housekeeping Aide	\$15.70	4.71

As of: Thursday, April 12, 2012

Project: Food Commodities For Town Schools-Pilot Program

HVAC	\$26.97	8.10
Janitor* ~ Hired prior to July 1, 2009	\$15.70	4.62 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$25.01	7.51
Maid or Houseman	\$13.68	4.10
Meat Cutter	\$19.45	5.84
Painter, Maintenance	\$25.03	7.51
Parking Lot Attendant	\$11.09	3.33
Pest Controller	\$16.68	5.01
Pipefitter, Maintenance	\$29.16	8.75
Plumber, Maintenance	\$29.85	8.96
Presser, Hand	\$10.07	3.03

As of: Thursday, April 12, 2012

Project: Food Commodities For Town Schools-Pilot Program

Presser, Machine, Drycleaning	\$10.07	3.03
Presser, Machine, Shirts	\$10.07	3.03
Presser, Machine, Wearing Apparel, Laundry	\$10.07	3.03
Refuse Collector	\$18.36	5.51
Sheet Metal Worker, Maintenance	\$24.10	7.23
Stationary Engineer	\$29.03	8.71
Tractor Operator	\$17.28	5.19
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels, Bobcat, Front End	\$24.52	7.36
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$17.80	5.34
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$19.73	5.92
Vending Machine Attendant	\$16.54	4.97
Ventilation Equipment Tender	\$25.92	7.78
Waiter/Waitress	\$9.99	3.00
Washer, Machine	\$10.62	3.19
Window Cleaner ~ Hired prior to July 1, 2009	\$16.57	4.62 + a
Window Cleaner** Hired after July 1, 2009	\$17.83	4.62 + a

As of: Thursday, April 12, 2012

Project: Food Commodities For Town Schools-Pilot Program

* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.

~FOOTNOTES~

Health and Welfare \$4.62 per hour on January 31, 2012.

- a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly non-supervisor employees employed within Hartford County (refer to the Fringe Benefit Calculation Chart).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.

Contract # **12PSX0011**

Rev. 6/25/2012 - Prev. Rev. 4/26/2012

EXHIBIT F

DESCRIPTION OF GOODS AND SERVICES FOR Food Commodities for Town School Programs - Cheshire, New Milford, Wolcott, CT: Pilot Program

**See Policy Attachments
Referenced in Exhibit A**

**School Locations
Products with Recycled Content Specifications
Bottle & Handling Fee
Emergency Procedures
Civil Preparedness Emergency
HPC Foodservice Food Defense/Security Program
Receiving Procedure
HACCP Plans
State of CT Public Schools/HPC Plan
Re-Call Procedure
Food Advisory Committee
Product Fill Rate
Generic (Split Order Reference)
Return Goods Policy
HPC Foodservice (Warehouse Reference)
HCP Foodservice – Facility General Sanitation Procedures
DCP Inspection Report
USDA Inspection
HPC Foodservice – Pest Management Program
Transportation and Storage Program
Order Instruction Guide**

EXHIBIT F

FOOD AND NUTRITION SERVICES DEPARTMENT

Cheshire Public Schools

29 Main Street

Cheshire, CT 06410

Madeleine, Food Service Director

Lourdes Sheil -Secretary and Accounts Payable

Phone: (203) 250-2459 Fax: (203) 250-2469

Email: mdiker@cheshire.k12.ct.us

Email:lsheil@cheshire.k12.ct.us

Chapman Elementary School Bus :7:45 AM

38 Country Club Rd

Cheshire, CT 06410

Phone Number: 203-272-3591

Name Manager: Deborra Zello

Email: dzello@cheshire.k12.ct.us

Doolittle Elementary School Bus :7:45 AM

735 Cornwall Avenue

Cheshire, CT 06410

Phone: 203-272-3549

Manager: Laura McNamara

Email: lmcnamara@cheshire.k12.ct.us

Highland Elementary School Bus :8:30 AM

490 Highland Ave

Cheshire, CT 06410

Phone Number: 203-272-0335

Name Manager: Susan Zentek

Email: szentek@cheshire.k12.ct.us

Norton Elementary School Bus :8:30 AM

414 North Brooksvale Road

Cheshire, CT 06410

Phone Number: 203-272-7283

Name: Marybeth Magoffin

Email: mmagoffin@cheshire.k12.ct.us

Dodd Middle School

100 Park Place
Cheshire, CT 06410
Phone Number: 203-272-3249
Name Manager: Dan Li
Email: dli@cheshire.k12.ct.us

Bus :7:45 AM**Cheshire High School**

525 South Main Street
Cheshire, CT 06410
Kitchen Phone: 203-250-2549
Manager: Sharon King
Email: sking@cheshire.k12.ct.us

Bus :7:05 AM**FOOD AND NUTRITION SERVICES DEPARTMENT****22 HIPPO ROAD****NEW MILFORD, CT 06776****SANDRA SULLIVAN, RD, CD-N FOOD SERVICES DIRECTOR****Phone: (860) 354-3712****SARAH NOBLE INTERMEDIATE SCHOOL**

25 SUNNY VALLEY ROAD
NEW MILFORD, CT 06776
PHONE: (860) 210-4020 EXT 317
Carol Couch, Head Cook

NEW MILFORD HIGH SCHOOL

388 DANBURY ROAD
NEW MILFORD, CT 06776
PHONE: (860) 350-6647 EXT 1352
Linda Hurley, Head Cook

JOHN PETTIBONE ELEMENTARY SCHOOL

2 PICKETT DISTRICT ROAD
NEW MILFORD, CT 06776
PHONE: (860) 354-3218 EXT 161
Alice Edmonds, Head Cook

SCHAGHTICOKE MIDDLE SCHOOL

23 HIPPO ROAD
NEW MILFORD, CT 06776
PHONE: (860) 354-2204 EXT 139
Annetta Volinski, Head Cook

NORTHVILLE ELEMENTARY SCHOOL

22 HIPPO ROAD

NEW MILFORD, CT 06776

PHONE: (860) 355-3713 EXT 177

Susie Williams, Head Cook

HILL AND PLAIN ELEMENTARY SCHOOL

60 OLD TOWN PARK ROAD

NEW MILFORD, CT 06776

PHONE: (860) 354-5430 EXT 7

Beverly Musilek, Head Cook

FOOD AND NUTRITION SERVICES DEPARTMENT

1488 Woodtick Rd.

Wolcott, CT 06716

Eileen Girgenti, Food Service Director

Phone: (203) 879-8145 Fax: (203) 879-8145

Email: egirgenti@wolcottps.org

Tyrrell Middle School

500 Todd Rd.

Wolcott, CT 06716

Phone Number: 203-879-8164 ext 38

Name Manager: Mary Pursel

Fax Number: 203-879-8187

Email: mpursel@wolcottps.org

Alcott Elementary School

1490 Woodtick Rd

Wolcott, CT 06716

Phone: 203-879-8151 ext 409

Manager: Carol Cote

Fax Number: 203-879-8419

Email: ccote@wolcottps.org

Frisbie Elementary School

24 Todd Rd

Wolcott, CT 06716

Phone Number: 203-879-8160 ext 17

Name Manager: Kelly Gigliotti

Wakelee Elementary School

12 Hempel Dr

Wolcott, CT 06716

Phone Number: 203-879-8154 ext 20

Name: Patricia Padaigas

Fax Number: 203-879-8163

Email: kgigliotti@wolcottps.org

Fax Number: 203-879-8035

Email: ppadaigas@wolcottps.org

Wolcott High School

457 Boundline Rd.

Wolcott, Ct 06716

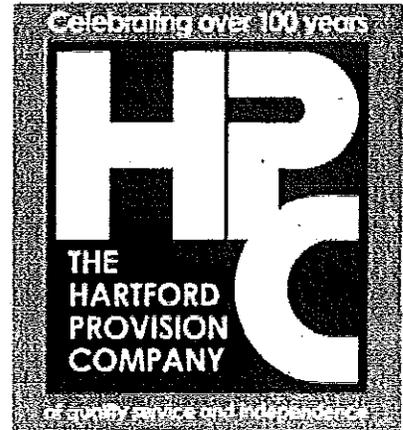
Name: Mary Pursel

Phone Number: 203-879-8164 ext 38

Fax Number: 203-879-8187

Email: mpursel@wolcottps.org

625 Nutmeg Road North, PO Box 1228, South Windsor, CT 06074



Products with Recycled Content Specifications

A large percentage of HPC Foodservice's customer base, serviced within the State of Connecticut, is currently exempt from having to pay bottle deposit fees. HPC has been provided a waiver from the manufacturer which prevents having to charge the per container deposit to these customers.

By providing this waiver, the expectations from the manufacturer are: A: The product is consumed on premise and there will be no deposit fee charged to the consumer; B: The account will establish proper procedures to insure the containers are crushed, destroyed or recycled by methods adhering to local, state and federal ordinances that provide jurisdiction over the recycling of these materials.

It is HPC's recommendation that, where possible, beverage fountains or water coolers are installed in order to reduce the volume of empty containers. This will not only cause a tremendous savings in product but will also reduce the amount of "for deposit" containers accumulated by the end user.

HPC can also work with the State Agencies to find other alternatives. An example of this is when HPC purchased reusable plastic water bottles for employees. This has cut down on not just the number of "for deposit" water bottles, but the amount of Styrofoam cups as well.

CG Roxane

16752

Crystal Geyser alpine spring water, Bottled at the Source

Ms. Robyn Iverson
HPC Food Service
625 Nutmeg Rd.
South Windsor, CT 06074

11/17/09

RE: Connecticut Bottle Bill 10-1-09 ~ revised pickup and handling fee effective 12/1/09.

Dear Robyn,

Effective with shipments 12/1/09, the pick up and handling fee will be reduced from \$0.05 to \$0.03 per bottle.

Our new invoice will list the following as line charges:

1. Current delivered price.
2. Bottle deposit (\$0.05 per bottle)
3. Pick up fee (\$0.03 per bottle)

With regards to customers that you may supply outside of Connecticut our policy is for you to provide us with a spin report showing the packages and the volume per package shipped to each out of state customer. We will then rebate you back the deposit and pick up fees. We would like to see this on a monthly basis.

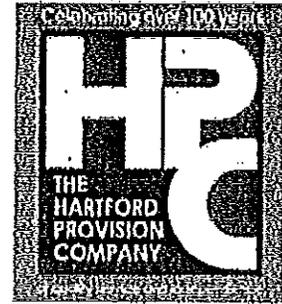
Please don't hesitate to contact me for further questions.

Also if you have any other concerns you may contact the State of Connecticut-Department of Environmental Protection at 860-424-3000 (ask for Jackie Pernell.) You can also access the Department web site at www.ct.gov/dep/cwp/view.asp?a=2714&q=324838 or directly at Jackie.Pernell@ct.gov.

Thank you for your business,

Denis McCrossan
Northeast Region Manager
Crystal Geyser Water Co/CG Roxane
609 953 0629 office

625 Nutmeg Road North, PO Box 1228, South Windsor, CT 06074



Emergency Procedures

In the event of a true emergency, HPC Foodservice has the following plans in place:

- **Internal Systems**
 - Generator / On demand back-up facility power
 - Agility – Off Site Data recovery solution
 - Back-up AS400 ordering system
 - Satellite Dish - uninterrupted data transfer
 - Human Resource / Labor Ready Work Force

- **Full Service Transportation Contracts**

HPC has a 24/7 full service contract with Ryder Truck Rental to replace or repair any vehicles that are not operational. If a vehicle is down during a route, HPC personnel will off-load product onto an alternate vehicle provided by Ryder to complete the route. Ryder also services vehicles on site including refrigeration.

Emergency Call List

Roger Stiering
Education Segment Specialist
Office: 860.760.3935
Cell: 860.681-4667
Email: rstiering@hpcfs.com

Tom Baran
Director of Sales & Merchandising
Office: 860.760.3998
Cell: 860.573.9515
Email: rloststein@hpcfs.com

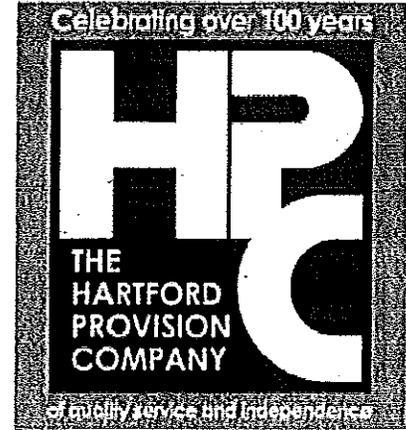
Todd Abramson
General Sales Manager
Office: 860.760.3924
Cell: 860.966-5819
Email: tabramson@hpcfs.com

Paul Bieger
Director of Operations
Office: 860.760.3994
Cell: 860.424.7028
Email: pbieger@hpcfs.com

Kevin Sullivan
Chief Information Office
Office: 860.760.3995
Cell: 860.622.8663
Email: ksullivan@hpcfs.com

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625 Nutmeg Road North, PO Box 1228, South Windsor, CT 06074



Civil Preparedness Emergency

In the event where the Governor proclaims a State of Emergency, pursuant to **Chapter 31 Governor, Section 3-6a**: “Whenever an emergency situation exists because of extreme weather conditions or other acts of nature, other than provided in section 28-9, requiring the restriction of movement of persons and vehicles upon streets and highways of the State, the Governor may issue an order pursuant to section 3-1 designating the persons and vehicles which shall be permitted to move and the routes which they will follow”.

HPC’s Plan of Action: In the event of an emergency, where roads are declared restricted requiring the movement of persons or vehicles, HPC will adhere to the State of Emergency guidelines.

HPC understands that during this type of scenario, there will be the need to provide food products to institutional and other State run facilities. Upon notification from the State, HPC will be prepared to make such deliveries. This process will be initiated when a predetermined official from the State calls any member of the HPC “Emergency Contact” listing. When this call is received, HPC will gather the appropriate “on call” personnel who will complete the task of making these necessary deliveries.

HPC Foodservice
Food Defense / Security Program

Facility Name- Hartford Provision Co. d/b/a HPC Foodservice
Director of Operations- Paul Bieger
Telephone- 860-760-3994 (Office) 860-424-7028 (Cell)
Street Address- 625 Nutmeg Rd North, South Windsor, Ct 06074
Mailing Address- P.O. Box 1228, South Windsor, Ct 06074
County- Hartford

Introduction

HPC Foodservice is a broadline foodservice distributor. All product is delivered from our South Windsor, Connecticut location. There is one driveway entrance into the facility, and a spur off this main driveway entrance, which provides access to the employee parking lot.

One category of products we ship are cleaning chemicals (corrosive class 8 HazMat). HPC Foodservice realizes that, in the wrong hands, hazardous materials could pose a security threat. Another possibility is an individual or group, employee or non-employee, choosing to intentionally contaminate a portion of the food products we store and ship.

Accordingly, we have conducted an assessment of potential security risks associated with our product storage, our shipping of these chemicals, and our facility access.

Personnel Security

To minimize the chance that any employee of HPC could pose a security risk, each applicant will be questioned regarding any gaps in their employment history and/ or frequent job changes. Criminal background checks, and verification of a person's ability to legally work in the United States will be confirmed and documented upon hire. A log of visitors to the upstairs offices will be maintained at the reception desk. Outside visitors and customers entering through the warehouse door will only be allowed access to the area behind the guardrail. Outside drivers will be allowed access to the dock area to perform breakdown of their load. They will be accompanied or overseen by the warehouse management and/ or receiver assigned to the load. No outside personnel will

be allowed unsupervised access to any of the food storage areas of our building. Access to the upstairs cafeteria will be granted on an individual basis and this activity will be logged in the receiving office.

Unauthorized Access / Facility Security

To prevent unauthorized access to our building, the entrance to the facility is open only during business hours, and is locked during non-business hours. All vehicles entering and exiting the facility are recorded on camera. The facility is protected during non-business hours by locked doors and a security alarm with station monitoring. Key access is restricted and a log of authorized employees, by key, is maintained. The facility manager will periodically check the adequacy of locks on all exterior doors and coordinate repairs or improvements when necessary. Outside lighting will be maintained around the facility perimeter, personnel entrance and exit doors, and parking lot areas. Any suspicious incidents will be reported to the facility manager or in his absence, the shift manager. Each incident will be assessed, and the South Windsor Police notified wherever this action is deemed necessary. A log of all reported suspicious activity will be also be maintained. All chemicals / product will be stored in the building, with no prolonged storage to be maintained in trailers, or any other area outside of the building and on the property during non-business hours.

Security En Route

To minimize the risk during transportation, HPC Foodservice drivers will stop only at necessary locations- customers for delivery, weigh station, or the like. When a driver does stop at a location other than a customer delivery, he will select a location with adequate lighting, and shall shut off the engine and take the keys with him. Any lost or stolen shipments will be immediately reported to Transportation Management, and in turn, to the appropriate Police Department. A record of this report will be logged and maintained as part of this security plan.

Verification and Evaluation

The Facility Manager and Transportation Manager will verify that the aspects of this plan under their control and maintained. Any recommendations to revise an element of this security plan will be discussed first with the Director of Operations. Upon authorization, such recommendations will be incorporated into the new security plan, and implemented in a timely manner.

Terrorism Threat Levels

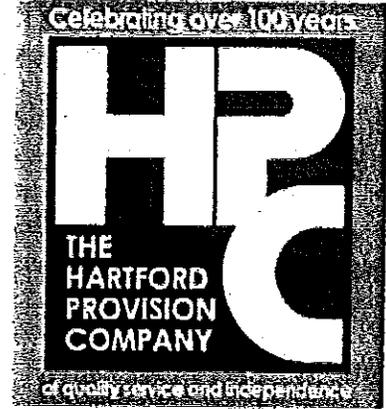
In response to elevated Terrorism threat levels, on a national or regional level, we will make every effort to insure the safe delivery and return of all chemical products. A careful review of the threat level, area(s) involved, and potential security risk will be determined and one or more of the following actions may be taken:

- 1) Alternate outbound or return routes will be considered if existing routes proceed through the area of regional threat.

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- 2) Delivery of chemical products may be delayed for those customers located in the area of a regional threat, or on a customer-wide basis in the event of a national threat.
- 3) An additional driver may be placed on the chemical backhaul load to assist in the observation and reporting of any suspicious activity.

625 Nutmeg Road North, PO Box 1228, South Windsor, CT 06074



Receiving Procedure

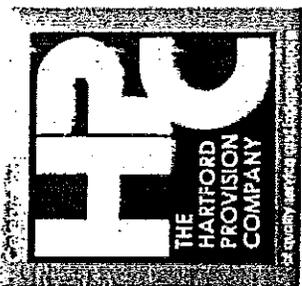
- Receiving appointments are scheduled by calling in to the receiving office at 860.760.3948
- Upon arrival, the driver checks into the receiving office and gives the clerk his B.O.L.'s
- Clerk verifies the case count by item and enters weights on random weight items
- Dayshift manager gives the driver a door and assigns a receiver to the load
- Before removing product from truck, the receiver visually checks for damage, wet or off condition product; ie, frozen product in a warm trailer
- The manager or receiver will check the temperature on all frozen and cooler deliveries. These temperatures will be logged on the receiving schedule and kept on file.
- Remove palletized product from truck and put on dock for breakdown
- Keep pallets within confines of driver's dock area. Do not take up more than 2 doors side by side on the dock.
- The receiver informs the driver / lumber of correct pallet size and tih
- Receiving manager will perform periodic random weight and quality checks on cooler and freezer product. All discrepancies will be noted in a log maintained by the receiving manager. These discrepancies will increase the frequency of future checks for those items.
- For date-tracked items, the receiver will input expiration and / or pack dates for all product. No short coded items can be received without management approval. The manager will receive approval from merchandising for all overrides.
- The receiver insures that all damaged cases are removed from pallet and deducted from cases received on HPC and driver paperwork
- All product must be received on usable pallets and taped or wrapped before being tagged. Receiving tags will be placed on the bottom tier of product
- All discrepancies must be noted on the B.O.L. as well as the dock worksheet
- Corrected amount of cases received for each item and total must be written on B.O.L. as well as worksheet. Driver must initial individual discrepancies.

Unloading Protocol:

- Drivers will open trailer doors only as needed to remove customer product for delivery
- Refrigerated foods will be delivered to the customer's cooler area and frozen foods will be delivered to the customer's freezer area
- Drivers will monitor compartment temperatures throughout the day and immediately notify HPC management for any issues

Returns Protocol:

- All returned product will be maintained in the appropriate temperature compartment of the delivery truck and will be thoroughly inspected by the Driver Check-In Supervisor or the Inventory Control Supervisor to insure product integrity before returned to inventory



HACCP CHARTER

Plan Established 7/18/2000
 3/12/2005 Revision
 2/2/2010 Revision

HPC Foodservice, located at 625 Nutmeg Road North, South Windsor, CT, is a privately held company in the business of receiving, storing, retrieving and distributing dry, refrigerated and frozen foodservice products to healthcare, schools, institutions, and restaurants in the Northeast. Refrigerated seafood is addressed under this plan.

This HACCP plan is focused on the distribution business that HPC Foodservice operates. It incorporates the 7 Principles of HACCP into its overall food safety program as part of our overall commitment towards excellence.

The development and utilization of our (HACCP) Hazard Analysis Critical Control Point safety system is needed, to maintain a helpful monitoring system of all hazards that may occur. This program is designed to identify the hazards and help control them. The standard approach to HACCP follows 7 basic principles:

1. Conduct a hazard analysis Identify the hazards that could result in contamination and customer injury including Chemical, Physical and Biological.
2. Determine which if any of the hazards are critical control points
3. Establish critical limits for the CCP's.
4. Establish a system to monitor control of the CCP
5. Establish the corrective action to be taken when monitoring indicates that a particular CCP is not under control
6. Establish procedures for verification to confirm that the HACCP system is working.
7. Establish documentation concerning all procedures and records appropriate to these principles and their application

HPC Foodservice HACCP Plan CCP's

Critical Control point (CCP)	Significant Hazard (s)	Critical Limits for each Control Measure	Monitoring	Corrective Action	Records	Verification	Critical Control point (CCP)	Recording	Critical Limits for each Control Measure
CCP #1 Temperature of Cooler	Biological	Temperature must not exceed 40° F.	Certified Thermometer. Computer monitoring Temp Alarms Visual observation and recording of temp.	Call for service to compressor. If temperature will be above 40 F for more than 4 hours, move product to other coolers that are of the proper temperature.	Daily	Shift Management and Andrew Benowitz	If temperature of cooler exceeds 40 degrees.	Temperature Logs	HACCP Coordinator reviews records weekly and verifies calibration of indicating thermometer monthly.
CCP #2 Time in Stock	Biological	Duration must not exceed product spec.	Computer monitoring	Refuse any product @ time of receipt that does not meet spec. Discard any product after receipt that does not meet spec.	Daily	Shift Management and Andrew Benowitz	Meets company standards.	Inventory adjustment in WMS. Rejected shipments log.	HACCP Coordinator reviews records weekly.

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Critical Control point (CCP)	Significant Hazard (s)	Critical Limits for each Control Measure	Monitoring	Corrective Action	Records	Verification	Critical Control point (CCP)	Recording	Critical Limits for each Control Measure
CCP #3 Temperature of Seafood Freezer	Biological	Temperature must not exceed 26° F.	Certified Thermometer. Computer monitoring Temp Alarms	Visual observation and recording of temp.	Daily	Shift Management and Andrew Benowitz	If temperature exceeds 26 F, call for service to compressor. If temperature will be above 26 F for more than 4 hours, move product to other coolers that are of the proper temperature.	Temperature Logs	HACCP Coordinator reviews records weekly and verifies calibration of indicating thermometer monthly.

Date: _____ Approved by: _____

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STEP	IDENTIFIED HAZARD	CONTROL	CRITICAL LIMIT	MONITORING INTERVAL	CCP?
Storage of frozen foods.	Chemical (Cross Contamination)	Adherence to sanitation SOP's and GMP's. Store chemicals below or away from food or food packaging. Remove damaged pallets. Report any broken lights. Remove any damaged boxes from inventory. Follow glass control SOP's.	Observation of conditions that could lead to contamination from chemicals or overhead warehouse conditions. Contact supervisor is any adverse conditions are noted.	Daily	No
Storage of frozen foods.	Physical (wood from pallets, glass from warehouse)	Remove damaged pallets. Report any broken lights. Remove any damaged boxes from inventory. Follow glass control SOP's.	Contact supervisor is any adverse conditions are noted.	Daily, weekly inspection.	No
Retrieval, Shipment of frozen foods	Biological (Pest Infestation) (Microbiological)	SOP's, GMP's. Inspect all outbound trucks for evidence of pests. Ensure temperature of truck is 32° F or less.	Clean any trucks with evidence of contamination. Pre-chill all outgoing trucks. Do not load product on trucks above 32° F.	Each Load	No
Retrieval, Shipment of frozen foods.	Chemical (Cross Contamination)	Do not stack chemicals above food items on shipments.	Any mixed food and chemical pallets will have chemicals stacked below food or will be stacked onto separate pallets.	Each Load	No.
Retrieval, Shipment of frozen foods.	Physical (wood from pallets, glass from warehouse)	SOP's	Remove any broken pallets. Report any broken dock lights.	Each Load	No

* All actions are verified by the Quality Control Manager and the Director of Operations

Hazard Analysis Frozen Foods: Receipt, Storage, Retrieval, Shipment
 Items at risk may include seafood (Tuna, Cod, Swordfish, Shrimp, Haddock, Sole, Scallops, and Catfish.)

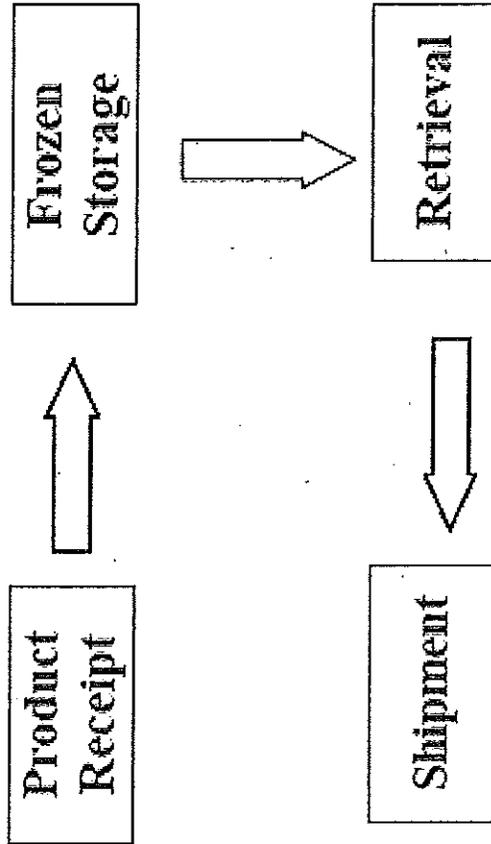
STEP	IDENTIFIED HAZARD	CONTROL	CRITICAL LIMIT	MONITORING INTERVAL	CCP?
Receipt of frozen foods	Biological (Pest infestation) (Microbiological)	Inspection SOP for incoming loads for any evidence of insect, bird or rodent infestation. Verify temperature of delivery truck.	Reject any load with evidence of pest activity. Reject any incoming refrigerated loads with temperatures above 32° F.	Each Shipment	No.
Receipt of frozen foods	Physical (wood from pallets)	Inspection SOP for incoming loads for any evidence of broken pallets that may allow wood to contaminate products.	Hold any pallet with evidence of broken, splintered wood. Contact supervisor and remove affected product.	Each Shipment	No.
Receipt of frozen foods.	Chemical (Contamination of food)	Inspection SOP for incoming trucks shall not have chemicals transported on same truck with food.	Contact supervisor if mixed loads occur.	Each Shipment	No.
Storage of frozen foods.	Biological (Pest Infestation) (Microbiological)	Pest control SOP. Store all items 18" from wall and off the floor. Store at 26° F or less.	Take corrective action if any evidence of pests noted. Take corrective action if temp of storage areas exceeds 10° F for best quality and 26° F for food safety. Observe conditions that could lead to contamination	Daily Temperature logs. Computer generated logs and temperature alarm system.	Yes

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* All actions are verified by the Quality Control Manager and the Director of Operations

Frozen items include frozen vegetables, raw bacon, shrimp, seafood, French fries, hamburger patties, chicken fillets and other protein items. HPC Foodservice does distribute histamine forming seafood species such as tuna. Since proper cooking of histamine forming species that have been subject to temperature abuse during storage will not reduce or eliminate any microbiological hazards, we do list 26°F as the storage CCP's associated with this category but have a SOP of 15° F.

Product Flow Chart Frozen Storage



STEP	IDENTIFIED HAZARD	CONTROL	CRITICAL LIMIT	MONITORING INTERVAL	CCP?
Retrieval, Shipment of refrigerated foods.	Biological (Pest Infestation) (Microbiological)	SOP's, GMP's. Inspect all outbound trucks for evidence of pests. Ensure temperature of truck is 40° F or less.	Clean any trucks with evidence of contamination. Pre-chill all outgoing trucks. Do not load product on trucks above 41 F. Product not permitted sold out of date	Each Load	No
Retrieval, Shipment of refrigerated foods.	Chemical (Cross Contamination)	Do not stack chemicals above food items on shipments.	Any mixed food and chemical pallets will have chemicals stacked below food or will be stacked onto separate pallets.	Each Load	No.
Retrieval, Shipment of refrigerated foods.	Physical (wood from pallets, glass from warehouse)	SOP's	Remove any broken pallets. Report any broken dock lights.	Each Load	No
Retrieval	"Expired" product	Use of FIFO retrieval via WMS.	Verification that all product is stored and retrieved according to FIFO / HPC / Customer specs.	Each retrieval	Yes

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STEP	IDENTIFIED HAZARD	CONTROL	CRITICAL LIMIT	MONITORING INTERVAL	CCP?
Storage of refrigerated foods.	Biological (Pest Infestation) (Microbiological) Expired product – insufficient time for end user use.	Pest control SOP. Store all items 18" from wall and off the floor. Store at 40° F or less. FIFO product rotation. Stored and shipped via WMS date tracking feature for FIFO.	Take corrective action if any evidence of pests noted. Take corrective action if temperature of storage areas exceeds 41° F. Warehouse management system.	Daily Temperature logs. Computer generated temperature logs and temperature alarm system. Verify adequate shelf life at point of receipt.	Yes. For Shell Eggs and MAP precut produce, tuna salad, and crab meat. See CCP's at the end of this section.
Storage of refrigerated foods.	Chemical (Cross Contamination)	Adherence to sanitation SOP's and GMP's. Store chemicals below or away from food or food packaging. Remove damaged pallets. Report any broken lights. Remove any damaged boxes from inventory. Follow glass control SOP's.	Observation of conditions that could lead to contamination from chemicals or overhead warehouse conditions. Contact supervisor is any adverse conditions are noted. Observation of conditions that could lead to contamination	Daily	No
Storage of refrigerated foods.	Physical (wood from pallets, glass from warehouse)			Daily, weekly inspection.	No

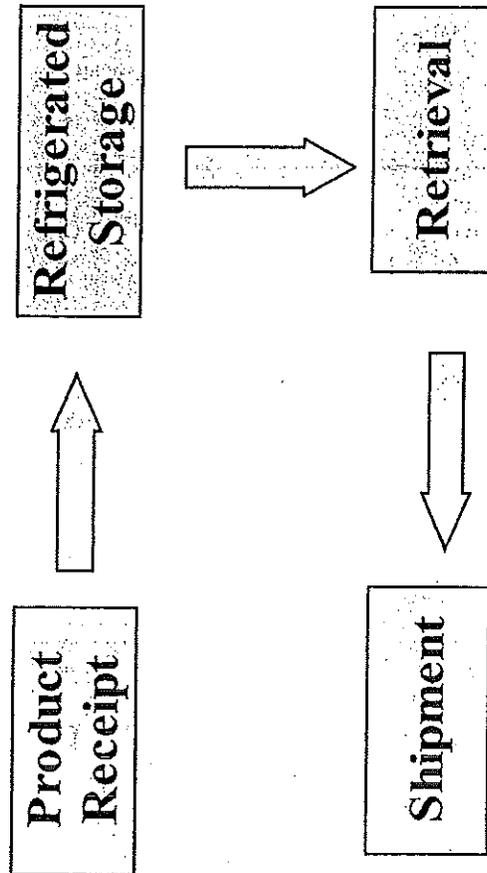
Hazard Analysis Refrigerated Foods: Receipt, Storage, Retrieval, Shipment

Items at risk include shell eggs, pre-cut MAP produce tuna salad, crab meat, raw chicken, and raw meats.

STEP	IDENTIFIED HAZARD	CONTROL	CRITICAL LIMIT	MONITORING INTERVAL	CCP?
Receipt of refrigerated foods	Biological (Pest infestation) (Microbiological, growth of salmonella in shell eggs, histamine forming bacteria in fresh fish, and growth of Listeria or Clostridium in MAP produce)	Inspection SOP for incoming loads for any evidence of insect, bird or rodent infestation. Verify temperature of delivery truck. Verify use by/ sell by date meets HPC spec.	Reject any load with evidence of pest contamination. Reject any incoming refrigerated loads with temperatures above 41° F. Reject any shipment that does not meet HPC spec or show reason for any supervisory override.	Each Shipment	No
Receipt: Fruits And Veggies	Pesticide residues	Grower: FDA guaranty	Maintenance of guaranty on file	Each Shipment	No
Receipt of refrigerated foods	Physical (wood from pallets)	Inspection SOP for incoming loads for any evidence of broken pallets that may allow wood to contaminate products.	Hold any pallet with evidence of broken, splintered wood. Contact supervisor and remove affected product.	Each Shipment	No
Receipt of refrigerated foods.	Chemical (Contamination of food)	Inspection SOP for incoming trucks shall not have chemicals transported on same truck with food.	Contact supervisor if mixed loads occur.	Each Shipment	No

Refrigerated items include bulk and processed produce, shell eggs, fully cooked deli meats, CVP raw chicken, tuna salad, crab meat, raw meats, cheese and salad dressings. Shell Eggs and MAP (modified atmosphere packaged) pre-cut lettuce are also considered hazardous food items that may have or develop levels of bacteria which may not be subsequently reduced to a safe level by cooking and the storage temperature of these items will be treated as a CCP's in this HACCP plan

Product Flow Chart Refrigerated Storage



STEP	IDENTIFIED HAZARD	CONTROL	CRITICAL LIMIT	MONITORING INTERVAL	CCP?
Storage of dry items	Chemical (Cross Contamination)	Adherence to sanitation SOP's and GMP's. Store chemicals below or away from food or food packaging.	Observation of conditions that could lead to contamination from chemicals or overhead warehouse conditions.	Daily	No
Storage of dry items	Physical (wood from pallets, glass from warehouse)	Remove damaged pallets. Report any broken lights. Remove any damaged boxes from inventory. Follow glass control SOP's.	Contact supervisor if any adverse conditions are noted.	Daily, weekly inspection.	No
Retrieval, Shipment	Biological (Pest Infestation)	SOP's, GMP's. Inspect all outbound trucks for evidence of insect, bird or rodent contamination.	Clean any trucks with evidence of contamination.	Each Load	No
Retrieval, Shipment	Chemical (Cross Contamination)	Do not stack chemicals above food items on shipments.	Any mixed food and chemical pallets will have chemicals stacked below food or will be stacked onto separate pallets.	Each Load	No
Retrieval, Shipment	Physical (wood from pallets, glass from warehouse)	SOP's	Remove any broken pallets. Report any broken dock lights.	Each Load	No

* All actions are verified by the Quality Control Manager and the Director of Operations

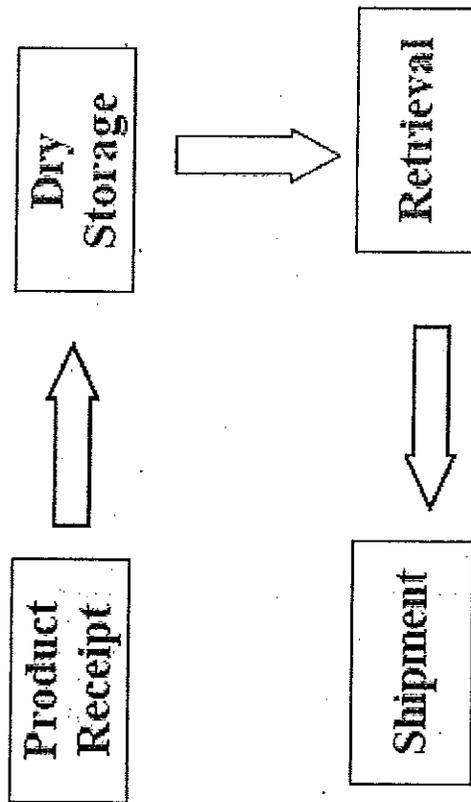
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Hazard analysis dry goods: Receipt, Storage, Retrieval, Shipment					
STEP	IDENTIFIED HAZARD	CONTROL	CRITICAL LIMIT	MONITORING INTERVAL	CCP?
Receipt Dry Grocery Items, paper, foil, film	Biological (Pest infestation)	Inspection SOP for incoming loads for any evidence of insect, bird or rodent infestation.	Reject any load with evidence of pest contamination.	Each Shipment	No.
Receipt Dry Grocery Items, paper, foil, film	Physical (wood from pallets)	Inspection SOP for incoming loads for any evidence of broken pallets that may allow wood to contaminate products.	Hold any pallet with evidence of broken, splintered wood. Contact supervisor and remove affected product.	Each Shipment	No.
Receipt of dry food items on trucks with chemicals	Chemical (Contamination of food)	Inspection SOP for incoming trucks shall not have chemicals transported on same truck with food.	Contact supervisor if mixed loads occur.	Each Shipment	No.
Storage of dry items	Biological (Pest Infestation)	Pest control SOP for Ketchalls, Bait Stations, Licensed PCO program with weekly inspection, in house. Store all items 18" from wall and off the floor.	Take corrective action if any evidence of insects, rodents or birds is noted.	Weekly self inspection.	No

Product Descriptions, Flow Diagrams, Hazard Analysis

Dry, non-refrigerated items include foods such as flour, cereals, pasta, canned fruits/vegetables, spices, bottled water, and drink mixes. Non-food items include paper and foam plates/cups, warewashing chemicals, foil/film and some janitorial supplies.

Product Flow Chart Dry Storage



4

Prerequisite Programs:

The following programs are in place.

- Current diagram of layout.
- Basic flow charts.
- Cleaning and sanitizing procedures and SOP's and SSOP's.
- Preventative maintenance documentation for equipment.
- Training programs.
- Procedures for receiving and storing products..
- Shipping/distribution procedures.
- Recall procedures.
- Supplier certification program (purchase specifications, letters of guarantee, COA's).
- Food Security Program.
- Personnel practices.
- Integrated Pest Management.
- Customer Complaint Program.

Company Commitment:

It is our responsibility at HPC Foodservice to provide our customers with the highest quality of products possible, by making sure they are free from all harmful contaminants.

Food Safety Team Members:

Richard Lotstein, Executive Vice-President
Jeff Lotstein, Purchasing Manager
Craig Sutton, Director of Operations
Andrew Benowitz, HACCP Coordinator, Safety & Sanitation Manager

State of Connecticut Public Schools / HPC Plan

HPC Foodservice has dedicated itself to expanding its State of Connecticut Public School segment. HPC's commitment to this segment of business positions itself to align with the States requirement for this RFP. The owners and every employee of HPC Foodservice are devoted to the successful operation of the schools facilities. The management team, merchandisers, and operations department all understand the urgency of inventory levels, delivery schedules and new product additions.

The structure of the HPC organization is a simple one that will provide the Public School systems with exceptional performance, stability and prompt customer service for years to come. As an independently held and operated company, decisions can be made quickly and efficiently by a team that is intimately involved with the Public School systems.

The following is the team of HPC personnel who would directly impact contractual performance and customer service.

Primary Contact:

Account Manager:

Roger Siering, 800.883.9800, ext 3935 Cell: 860.681.4667

rsiering@hocfs.com

Facsimile: 800.282.5898

Inside Sales Contact:

Senior Inside Sales Specialist:

Kelly Tosta, 800.883.9800, ext 3958

ktosta@hpcfs.com

Facsimile: 800.282.5898

In the event Roger or Kelly are not available, Sherry Brzostowski, HPC's Inside Sales Supervisor would be available to assist.

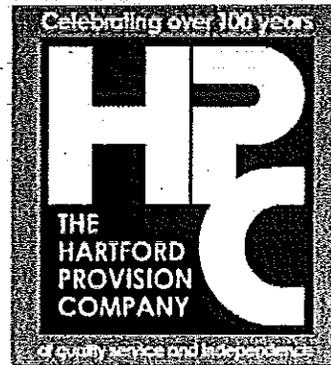
Sherry Brzostowski, 800.883.9800 ext 3982

sbrzostowski@hpcfs.com

Facsimile: 800.282.5898

Q

625 Nutmeg Road North, PO Box 1228, South Windsor, CT 06074



HPC Foodservice RE-CALL PROCEDURE

I. Notice of Re-call:

- A. Identify, verify, and log the re-call source and all pertinent information.

If by phone:

1. Log contact name, agency or vendor, date, time of call and reason for re-call.
2. Write down contact's phone number, address and e-mail address.
3. Ask for product description, identifying manufacturing or packing lot numbers and shipping source of product.
4. Request and log disposition details from re-call source.

If by letter or e-mail:

1. Log date and time of receipt
2. Contact sender agent for verification and any additional information.
3. Log contact information, date time, and person contacted.
4. Request and log disposition details from re-call source.

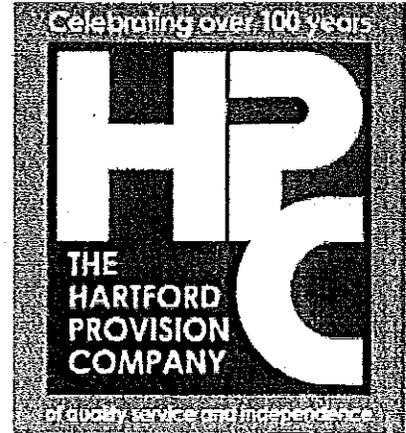
II. Action Process

1. Immediately contact Inventory Control Manager to advise of, identify, segregate and quarantine any re-called product found in inventory. The Inventory Control Manager will be the re-call designate leader responsible for the action process. The originating source of the re-call will be called for specific special handling, disposal or return instructions. If manager is out, Inventory Control/Driver Check-In is back up.
2. Suspend the product code to prevent any active orders from being processed.
3. Customer Service Supervisor will run a usage report on the re-called item and have the customer service staff contact by phone each customer that purchased the item of re-call. This will be done on a same day notification basis. All pertinent re-call information will be given to the customer to put their re-call process into action.
4. Time, date and name of contact called will be logged by customer service. The Customer Service Supervisor will oversee this process. If the Supervisor is out, an Inside Sales Specialist will be back up.
5. Arrange with customer for pick-up of the re-called product at the earliest possible date. Copy of customer usage information will be provided to driver check-in and updated as product is returned.

III. Quarantine and Disposition

1. All customer returned product will be flagged and segregated by the Inventory Control Manager and isolated for return to vendor or disposal per vendor or any governing agency initiating the re-call. If the manager is out, the Inventory Control/Driver Check-In is back-up.
2. All applicable disposition documentation to vendor or governing agency will be the responsibility of the Inventory Control Manager. Documents will be kept on file for any future inquiries. If the manager is out, Inventory Control/Driver Check-In is his back up.

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Food Advisory Committee

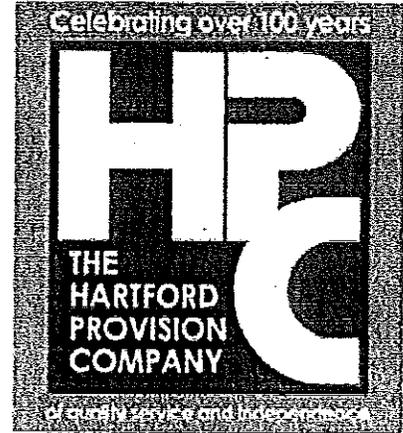
HPC Foodservice's Account Representative will gladly participate in all monthly "Food Advisory Committee" meetings. These meetings are found to be very beneficial for both parties in the introduction of new products as well as covering market trends and opportunity buys.

In conjunction with the "Food Advisory Committee", HPC will help coordinate presentations with the broker and manufacturer communities. We have found this process to be essential when working with agencies to maintain desired standards and specifications. HPC understands that participation in these meetings is strictly in an advisory capacity.

Roger Siering currently works closely with numerous participating School Foodservice entities in the State of Connecticut.

J

625 Nutmeg Road North, PO Box 1228, South Windsor, CT 06074



Product Fill Rate

HPC's current product fill rate is 99.40%, which includes substitutions. Our goal for FY12 is 99.25%. This service metric is paramount to our company's overall success and is reported on a daily basis to the entire organization via the company intranet.

Data is recorded as daily, monthly and year-to-date measurements. For those HPC employees that do not have access to our intranet, we post this information on kiosks located in the common areas of our work place.

• www.hpcfs.com • 800.883.9800 • fax 800.282.5898 •

K

Exhibit F

generic

Item #	Item Description	Pack Size	Split
47083	COCOA HOT SUGAR FREE ENVELOPE KOSHER	6 30 CT	Y
56187	DRESSING RANCH LITE REFRIGERATED	4 1 GAL	Y
56199	DRESSING GREEK (NONREF)	4 1 GAL	Y
40017	SALSA THICK & CHUNK MILD	4 1 GAL	Y
40340	ONIONS CHOPPED DEHYDRATED	6 3 LB	Y
40568	COUSCOUS	4 11 LB	Y
41065	FRUIT CHERRY X.L. MARASCH PLAIN	4 1 GAL	Y
41080	FRUIT CHERRY HALVES MARASCHINO	4 1 GAL	Y
41086	FRUIT CHERRY W/STM MARASCH X-LG	4 1 GAL	Y
41361	NUTS PEANUTS DRY ROASTED	6 2.37 LB	Y
41396	NUTS WALNUT PIECES	6 4 LB	Y
42112	JUICE LIME REAL	4 1 GAL	Y
44227	BASE BEEF GRANULAR	12 1 LB	Y
44228	BASE CHICKEN GRANULAR	12 1 LB	Y
44344	BASE VEGETARIAN LIGHT	12 1 LB	Y
44350	BASE BEEF SELECT PASTE DRY	12 1 LB	Y
44356	BASE BEEF #095	12 1 LB	Y
44365	BASE CHICKEN SELECT PASTE DRY	12 1 LB	Y
44373	BASE CHICKEN 88130 TBD	12 1 LB	Y
44401	BASE ONION SOUP POWDER DRY	12 1 LB	Y
44419	BASE CLAM REFRIG PASTE REFRIGERATED	12 1 LB	Y
44420	BASE FISH PASTE REFRIGERATED	6 1 LB	Y
44422	BASE BEEF NO MSG ADDED PASTE REFRIGERATE	6 1 LB	Y
44424	BASE CHICKEN NO MSG ADDED PASTE REFRIGER	6 1 LB	Y
44431	BASE BEEF REFRIG NO MSG	6 1 LB	Y
44435	BASE CHICKEN REFRIG NO MSG	12 1 LB	Y
44470	BASE CHICKEN PASTE REFRIGERATED	6 1 LB	Y
44471	BASE BEEF PASTE REFRIGERATED	6 1 LB	Y
44472	BASE LOBSTER NO MSG ADDED PASTE REFRIGER	6 1 LB	Y
44606	BASE CLAM ULTIMATE NO MSG	6 1 LB	Y
44610	BASE HAM ULTIMATE NO MSG	6 1 LB	Y
44612	BASE LOBSTER ULTIMAT NO MSG	6 1 LB	Y
44616	BASE PORK ULTIMATE NO MSG	6 1 LB	Y
44620	BASE TURKEY NO MSG ULTIMATE	6 1 LB	Y
44622	BASE VEGETABLE ULTIMATE NO MSG	6 1 LB	Y
44623	BASE VEGETABLE NO MSG ADDED PASTE REFRIG	6 1 LB	Y
45013	ANCHOVIES FILET SPAN	12 13 OZ	Y
45428	BACON BITS REAL	6 1 LB	Y
46008	WINE MARSALA COOKING	4 1 GAL	Y
46216	MUSTARD YELLOW FRENCH'S	4 105 OZ	Y
46300	MUSTARD SALAD STYLE YELLOW TBD	4 1 GAL	Y
46303	MUSTARD DELI BROWN	4 1 GAL	Y
46306	MUSTARD SPICE BROWN	4 1 GAL	Y

generic

46360	VINEGAR CIDER 5%	4 1 GAL	Y
46363	VINEGAR RED WINE	4 1 GAL	Y
46369	VINEGAR WHITE	4 1 GAL	Y
46420	OIL SESAME	10 56 OZ	Y
47012	TEA GREEN (JAPANESE) REG	6 40 CT	Y
47043	COFFEE DECAF INSTANT	5 100 IND	Y
47080	COCOA HOT DARK KOSHER ENVELOPE	6 50 CT	Y
47088	COCOA HOT ENVELOPE	6 50 CT	Y
47094	COCOA HOT NO SUGAR ADDED ENVELOPE	6 24 CT	Y
48010	PICKLES WHOLE 18/20 CT	4 1 GAL	Y
48012	PICKLES CHIPS DILL KK	4 1 GAL	Y
48014	PICKLE CHIPS BREAD & BUTTER	4 1 GAL	Y
48037	PICKLE GHERKINS SML 150 CT	4 1 GAL	Y
48096	RELISH SWEET	4 1 GAL	Y
48106	MUSHROOMS MARINATED PLASTIC	4 1 GAL	Y
48114	RELISH DILL	4 1 GAL	Y
48123	PEPPERONCINI	4 1 GAL	Y
48132	PEPPER RINGS HOT (BANANA)	4 1 GAL	Y
48133	PEPPER SLICED HOT CHERRY	4 1 GAL	Y
48165	OLIVE STUF MANZNLA 320/340 CT	4 1 GAL	Y
48171	OLIVES STUFFED QUEEN 100/110 CT	4 1 GAL	Y
48207	CAPERS NON-PAREIL	6 32 OZ	Y
50090	BOUILLON CHICKEN LOW SODIUM	6 50 CT	Y
50091	BOUILLON BEEF LOW SODIUM	6 50 CT	Y
50282	BASE BEEF L.S. ULTIMATE	6 1 LB	Y
50284	BASE CHICKEN L.S. ULTIMATE	6 1 LB	Y
50295	BASE CHICKEN SOUP LS NO MSG DRY GRANULAR	12 1 LB	Y
50298	BASE BEEF SOUP LS NO MSG ADDED GRANULAR	12 1 LB	Y
52265	BAKING POWDER	6 5 LB	Y
52277	COCOA POWDER	6 5 LBS	Y
52470	EXTRACT VANILLA IMITATION	4 1 GAL	Y
53013	SYRUP PANCAKE & WAFFLE	4 1 GAL	Y
53016	SYRUP PANCAKE LOG CABIN	4 1 GAL	Y
53023	MOLASSES GOLDEN	4 1 GAL	Y
53030	SYRUP CHOCOLATE	4 1 GAL	Y
53038	TOPPING HOT FUDGE CLASSIC	6 #10 CAN	Y
55123	SAUCE SOY	4 1 GAL	Y
55124	SAUCE SOY LITE	6 .5 GAL	Y
55126	SAUCE DUCK	4 1 GAL	Y
55135	SAUCE HOT	4 1 GAL	Y
55147	SAUCE HOT RED CAYENNE PLASTIC	4 1 GAL	Y
55156	DRESSING ZINFANDEL LOW FAT REFRIGERATED	4 1 GAL	Y
55165	SAUCE BARBECUE	4 9 LB	Y
55166	SAUCE BARBECUE HICKORY	4 9 LB	Y

generic

55168	SAUCE BBQ WEST STYLE NONREFRIGERATE	4 1 GAL	Y
55170	SAUCE BBQ CANNONBALL NON REFRIGERAT	4 1 GAL	Y
55174	SAUCE BARBECUE ORIGINAL	4 1 GAL	Y
55177	SAUCE TERIYAKI	4 1 GAL	Y
55184	SAUCE STIR FRY	4 .5 GAL	Y
55190	SAUCE TERIYAKI GLAZE	6 1/2 GL	Y
55197	DRESSING MAND ORNG SESME GNGR	4 1 GAL	Y
55220	WINE COOKING SHERRY	4 1 GAL	Y
55223	WINE COOKNG WHITE(SAUTERN)	4 1 GAL	Y
55226	WINE COOKING BURGUNDY	4 1 GAL	Y
55229	WINE COOKING WHITE	4 1 GAL	Y
55340	SAUCE KITCHEN BOUQUET	12 32 OZ	Y
55345	SAUCE GRAVY MASTER	12 32 OZ	Y
55354	BOUILLON CHICKEN	6 50 CT	Y
55754	SPICE OLD BAY SEASONING	6 24 OZ	Y
56013	OIL SOYA	6 1 GAL	Y
56041	OIL OLIVE X-VIRGIN	4 1 GAL	Y
56052	OIL BLENDED 10-90	6 1 GAL	Y
56055	OIL BLENDED 25-75	6 1 GAL	Y
56150	MAYONNAISE HEAVY DUTY	4 1 GAL	Y
56151	DRESSING RASPBERRY LITE NON REFRIGERATED	4 1 GAL	Y
56152	DRESSING OLIVE OIL LT BALS ALL NAT	4 1 GAL	Y
56158	DRESSING FRENCH CAL FAT FREE NON REFRIGE	4 1 GAL	Y
56159	MAYONNAISE PLASTIC EXTRA HEAVY	4 1 GAL	Y
56161	DRESSING ITALIAN FAT FREE NON REFRIGERAT	4 1 GAL	Y
56166	DRESSING ITALIAN LITE NONREFRIGERATED	4 1 GAL	Y
56168	DRESSING ITALIAN	4 1 GAL	Y
56170	DRESSING FRENCH LITE NON REFRIGERATED	4 1 GAL	Y
56171	DRESSING BLUE CHEESE NY STYLE REFRIGERAT	4 1 GAL	Y
56180	DRESSING FRENCH NON REFRIGERATED	4 1 GAL	Y
56189	DRESSING RUSSIAN DELUXE	4 1 GAL	Y
56190	DRESSING HONEY DIJON FAT FREE NON REFRIG	4 1 GAL	Y
56191	DRESSING ITALIAN CREAMY NON REFRIGERATED	4 1 GAL	Y
56192	DRESSING COLE SLAW NON REFRIGERATED	4 1 GAL	Y
56195	SAUCE TARTAR 866 MAYO BASE NON REFRG	4 1 GAL	Y
56197	DRESSING COLE SLAW MGC BLND NONREFRIGERA	4 1 GAL	Y
56205	DRESSING POPPY SEED (NONREF)	4 1 GAL	Y
56206	DRESSING BUTTERMILK RANCH (REF)	4 1 GAL	Y
56211	DRESSING GOLDEN ITALIAN NON REFRIGERATED	4 1 GAL	Y
56214	DRESSING HONEY MUSTARD NONREFRIGERATED	4 1 GAL	Y
56219	DRESSING PARMESAN & PEPPER(REF)	4 1 GAL	Y
56221	DRESSING CAESAR CREAMY NON REFRIGERATED	4 1 GAL	Y
56236	DRESSING BLUE CHEESE CHUNKY REFRIGERATED	4 1 GAL	Y
56237	SAUCE COCKTAIL	4 1 GAL	Y

generic

56243	MAYONNAISE PREMIUM #911(NONREF)	4 1 GAL	Y
56256	DRESSING RANCH FAT FREE NON REFRIGERATED	4 1 GAL	Y
56281	DRESSING CAESAR TABLE SIDE NONREFRIGERAT	4 1 GAL	Y
56291	DRESSING CAESAR LITE REFRIGERATED	4 1 GAL	Y
56301	DRESSING BLUE CHEESE	4 1 GAL	Y
56303	DRESSING FRENCH	4 1 GAL	Y
56304	DRESSING ITALIAN	4 1 GAL	Y
56305	SAUCE TARTAR NON REFRIGERATED	4 1 GAL	Y
56339	DRESSING RANCH PEPCRN LITE REFRIGER TBD	4 1 GAL	Y
54964	BASE VEGETABLE LS 095	12 1 LB	Y
56331	SAUCE BBQ SWEET BABY RAY (NONREF)	4 1 GAL	Y
56722	SAUCE BBQ TERIYAKI WING NONREFRI TBD	4 1 GAL	Y
49231	PASTE TAHINI SESAME	12 32 OZ	Y
55033	SAUCE HONEY MUSTARD NONREFRIGERATED	4 1 GAL	Y
46304	MUSTARD DIJON	4 1 GAL	Y
52803	YEAST INSTANT DRY	20 1 LB	Y
56034	OIL OLIVE POMACE	6 1 GAL	Y
56697	MAYONNAISE LITE	4 1 GAL	Y
56699	DRESSING SESAME ORIENTAL	4 GAL	Y
56116	DRESSING CAESAR CREAMY SIGNATURE	4 1 GAL	Y
52435	EXTRACT PEPPERMINT TBD	6 16 OZ	Y
49216	PEANUT BUTTER SMOOTH SKIPPY	6 4 LB	Y
55139	SAUCE REDHOT BUFFALO WING ORIG	4 1 GAL	Y
56299	DRESSING BALSAMIC VINIAGRETTE	4 GAL	Y
53165	HONEY CLOVER	4 6 LB	Y
53018	SYRUP CORN LIGHT	4 1 GAL	Y
44460	SAUCE GENERAL TSO RTU	4 .5 GAL	Y
44461	SAUCE SESAME RTU	4 .5 GAL	Y
44462	SAUCE ORANGE ZESTY RTU	4 .5 GAL	Y
57896	SAUCE BARBECUE ORIGINAL	4 1 GAL	Y
56714	SAUCE BBQ HONEY	4 1 GAL	Y
30898	OLIVES KALAMATA PITTED	4 2 KG	Y
56049	SAUCE BBQ CITRUS CHIPOTLE NONREFRIGERATE	4 1 GAL	Y
55810	BAKING POWDER	6 32 OZ	Y
55811	SPICE LEMON PEPPER SALT FREE	6 22 OZ	Y
55813	SPICE CELERY SEED WHOLE	6 16 OZ	Y
55814	SPICE CHILI POWDER MILD	6 18 OZ	Y
55815	SPICE CHILI POWDER DARK	6 17 OZ	Y
55816	SPICE CHIVES FREEZE DRIED	6 1 OZ	Y
55817	SPICE CINNAMON GROUND	6 18 OZ	Y
55820	SPICE CREAM OF TARTAR	6 29 OZ	Y
55821	SPICE CUMIN GROUND	6 15 OZ	Y
55822	SPICE CURRY POWDER	6 7 OZ	Y
55823	SPICE DILL WEED	6 5 OZ	Y

generic

55825	SPICE GARLIC POWDER	6 21 OZ	Y
55826	SPICE GARLIC GRANULATED	6 24 OZ	Y
55827	SPICE GINGER GROUND	6 16 OZ	Y
55828	SPICE MUSTARD SEED GROUND	6 14 OZ	Y
55829	SPICE NUTMEG GROUND	6 16 OZ	Y
55831	SPICE ONION POWDER	6 20 OZ	Y
55833	SPICE ONION GRANULATED	6 20 OZ	Y
55834	SPICE PAPRIKA SPANISH	6 16 OZ	Y
55835	SPICE PEPPER BLACK CAFE GRIND	6 18 OZ	Y
55836	SPICE PEPPER BLACK WHOLE	6 18 OZ	Y
55837	SPICE PEPPER BLACK CRACKED	6 18 OZ	Y
55838	SPICE PEPPER RED CRUSHED	6 12 OZ	Y
55839	SPICE PEPPER BLACK GROUND	6 18 OZ	Y
55840	SPICE LEMON PEPPER	6 28 OZ	Y
55841	SPICE PEPPER CAYENNE	6 16 OZ	Y
55842	SPICE PEPPER WHITE GROUND	6 17 OZ	Y
55845	SPICE POULTRY SEASONING	6 10 OZ	Y
55846	SPICE ROSEMARY LEAVES WHOLE	6 6 OZ	Y
55848	SPICE SAGE RUBBED	6 6 OZ	Y
55849	SPICE CELERY SALT	6 32 OZ	Y
55851	SPICE SALT SEASONING NO MSG	6 33 OZ	Y
55852	SPICE SESAME SEEDS	6 19 OZ	Y
55854	SPICE THYME LEAVES WHOLE	6 6 OZ	Y
55855	SPICE STEAK SEASONING MONTREAL	6 26 OZ	Y
55856	SPICE THYME GROUND	6 12 OZ	Y
55875	SPICE TUMERIC GROUND	6 15 OZ	Y
55857	SPICE CAJUN	6 22 OZ	Y
55858	SPICE PAPRIKA HUNGARIAN	6 18 OZ	Y
55860	SPICE OREGANO LEAVES WHOLE	6 5 OZ	Y
55861	SPICE ITALIAN SEASONING	6 6 OZ	Y
55862	SPICE CILANTRO	6 4 OZ	Y
55863	SPICE JAMAICAN JERK SEASONING	6 25 OZ	Y
55864	SPICE BASIL LEAVES WHOLE	6 5.5 OZ	Y
55865	SPICE GARLIC & HERB SALT FREE	6 18 OZ	Y
55867	SPICE GARDEN SEASONING SALT FREE	6 19 OZ	Y
55868	SPICE ROTISSERIE TRADITIONAL	6 25 OZ	Y
52487	EXTRACT LEMON	6 16 OZ	Y
52488	EXTRACT VANILLA PURE	6 32 OZ	Y
52489	EXTRACT VANILLA IMITATION	6 32 OZ	Y
55160	SIMPLY THICK HONEY CONSISTENCY TBD	6 100 CT	Y
55161	SAUCE WORCESTERSHIRE	4 1 GAL	Y
55194	SAUCE BBQ SWEET RED CHILI WING	4 1 GAL	Y
55207	SAUCE BBQ GOLDEN WING PISTOL	4 1 GAL	Y
56058	SAUCE BBQ SWEET TERIYAKI WING NONREFRIG	4 1 GAL	Y

generic

55208	SAUCE BBQ BUFFALO WING NON REFRIGERATED	4 1 GAL	Y
16152	PEPPERONI DELI STICK GRANDE	4 5 LB	Y
17123	HAM BUFFET MENU MASTER	2 10 LBAV	Y
17420	CAPICOLA HOT HAM	3 3.5 LB	Y
16129	BOLOGNA CHICKEN,PORK,BEEF	2 7 LB	Y
16666	SALAMI GENOA ALPINA	3 6.67LBA	Y
17148	HAM PIT BNLS HICKORY SMOKED	2 15-17LB	Y
17152	HAM BUFFET STYLE SMOKED	2 9-11 LB	Y
32017	SHRIMP 250/350 SALAD FC	5 2 LB	Y
32033	CALAMARI 5/8 TUBES & TENTS TBD	20 2.5 LB	Y
32094	SCALLOP 60/80 DRY IQF	6 5 LB	Y
32047	SHRIMP 16/20 RAW SHELL ON TIGER	6 4 LB	Y
32053	SHRIMP U-12 WHITE SHELL ON RAW FRZ	10 5 LB	Y
22994	FISH COD SHATTR PAC 16-32 FAS	3 20 LB	Y
32889	LOBSTER MEAT KNUCKLE CLAW DRY CANADIAN	6 2 LB	Y
22997	FISH COD SHATTER PACK FAS 16-32 OZ	3 14 LB	Y
32078	SHRIMP 13-15 RAW SHELL ON TIGER	6 4 LB	Y
32081	SCALLOPS 26-30 BREADED FRY ONLY	6 2.5 LB	Y
31095	SCALLOPS 20-30 DRY IQF FRZ	6 5 LB	Y
31094	SHRIMP 250/350 FC P&D TAIL OFF	5 2 LB	Y
31100	SHRIMP 21/25 RAW P&D TAIL ON WHITE	5 2 LB	Y
31101	SHRIMP 16/20 RAW P&D TAIL ON WHITE	5 2 LB	Y
31104	SHRIMP 16/20 FC P&D TAIL ON TIGER	5 2 LB	Y
31106	SHRIMP 21/25 FC P&D TAIL ON TIGER	5 2 LB	Y
31107	SHRIMP 21/25 RAW P&D TAIL OFF WHITE	5 2 LB	Y
31111	SHRIMP 26/30 FC P&D TAIL ON WHITE	5 2 LB	Y
31112	SHRIMP 26/30 RAW P&D TAIL OFF WHITE	5 2 LB	Y
21320	FRUIT STRAWBERRIES SLICED 4+1 IN SYRUP	6 6.5 LB	Y
21442	VEGT SPINACH CHOPPED FROZEN	12 3 LB	Y
21525	VEGT SQUASH BUTTERNUT COOKED FROZEN	12 4 LB	Y
21528	VEGT ONIONS PEARL FROZEN	12 2 LB	Y
21956	CRAB CLAW MEAT REFRIGERATED	12 1 LB	Y
28567	PIE KEY LIME 14 SL 12"	4 79 OZ	Y
28580	CAKE CARROT 9" TBD	4 4# 2OZ	Y
28585	PIE CHOC PEANUT BUTTER REESE 12IN SLICED	4 70 OZ	Y
28866	PIE SNICKER BIG BLITZ SL14	4 12"	Y
28867	CAKE COFFEE SOUR CRM NOT SLIC TBD	4 9"	Y
28868	CAKE CHOC LOVING SPOONFUL SL14	4 9"	Y
17423	HAM SPIRAL SLICED B.I. HONEY NAT JUICE	4 9 LB AV	Y
20188	CAKE RED VELVET 2 LAYER 14 SLICE *3	4 14 SL	Y
55181	GARLIC FRESH CHOPD WATER	6 32 OZ	Y
71382	COLE SLAW MIX	4 5 LB	Y
30459	SALAD TUNA	2 5 LB	Y
30460	SALAD CHICKEN	2 5 LB	Y

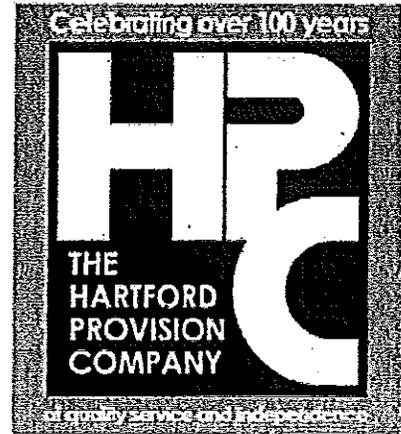
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30464	SALAD EGG	2 5 LB	Y
30461	SALAD HAM	2 5 LB	Y
71511	GARLIC WHOLE PEELED	4 1 GAL	Y
71512	SHALLOTS PEELED	4 1 GAL	Y
59843	SOAP HAND ANTIMICROBIAL	4 1 GAL	Y
19003	CHEESE BLUE CRUMBLED	4 5 LB	Y
19007	CHEESE RICOTTA SKIM MILK	6 2 LB	Y
19012	CREAM CHEESE	10 3 LB	Y
19023	CHEESE MUENSTER BLOCK	6 6 LB	Y
19033	CHEESE MOZZARELLA SHRED WHOLE MILK	4 5 LB	Y
19049	CHEESE CHEDDAR SHRED SHARP YELLOW	4 5 LB	Y
19050	CHEESE CHEDDAR SHRED YELLOW	4 5 LB	Y
19052	CHEESE GOAT KILOS	3 2.2 LB	Y
19055	CHEESE FETA TBD	2 8 LB	Y
19059	CHEESE PROVOLONE DOMESTIC	2 11.5 LB	Y
19084	CHEESE COTTAGE 4% SMALL CURD	4 5 LB	Y
19094	CHEESE AMERICAN WHITE 160 CT	4 5 LB	Y
19098	CHEESE AMER WHT 160CT LOW SALT	4 5 LB	Y
19105	CHEESE MONTEREY JACK SHRED	4 5 LB	Y
30640	SOUR CREAM	4 5 LB	Y
46351	HORSERADISH	6 1 QT	Y
56337	SAUCE DIJON HORSERADISH REFRIGERATED TBD	4 1 GAL	Y
19042	CHEESE GORGONZOLA CRUMBLE	4 2.5 LB	Y
19010	CHEESE RICOTTA	6 2 LB	Y
19501	CHEESE CHEDDAR SLICED YEL 21CT/LB	10 2 LB	Y
1905	CHEESE CHEDDAR SHREDDED WHITE	4 5 LB	Y
1995	CHEESE FONTINA DELI CUT	2 6 LB	Y
1957	CHEESE SHRED BLEND 70% MOZZ 30% CHED	4 5 LB	Y
19091	CHEESE AMERICAN WHITE 120 CT	4 5 LB	Y
19108	CHEESE AMERICAN YELLOW 160 CT	4 5 LB	Y
1938	CHEESE MOZZARELLA WHOLE MILK	8 6 LB AV	Y
1955	CHEESE CHEDDAR JACK SHRED FEATHER	6 5 LB	Y
1960	CHEESE MOZZARELLA BLOCK WHOLE MILK	10 6 LB	Y
19129	CHEESE FETA	2 9 LB	Y
59365	GRILL SCREENS	10 20 CT	Y
59520	MOP HEAD 100% COTTON #24	12 EACH	Y
67005	SPOON SOUP BOULLION S/S WINDSOR MED WT	25 2 DOZEN	Y
67006	TEASPOON S/S WINDSOR MED WT	20 3 DOZEN	Y
67007	KNIVES S/S WINDSOR MED WT	30 1 DOZEN	Y
67012	FORKS DINNER S/S MED WT	25 2 DOZEN	Y
58852	BAG PAPER BROWN/NATURAL 8LB	4 500 CT	Y
58166	BAG SILVERWARE 3.5 X 10 CLEAR WITH FLAP	5 1000 CT	Y
58254	FOIL SHEETS SILVER 9X10.75	6 500 CT	Y
58315	APRONS POLY 28 X 46	10 100 CT	Y

generic

58332	BAG WAX SANDWICH 6"X1 1/8"X7"	6 1000 CT	Y
58339	DOILLIES 10" LACE ROUND	10 500 CT	Y
58479	CUP MUFFIN WHT WAX TRTD.4.5"	20 500 CT	Y
58653	STRAW PLASTIC WRAPPED 7.75"	24 500 CT	Y
58655	STRAW FLEX WRAPPED 7.75"	25 400 CT	Y
58741	STIRRERS PLASTIC RED 7.25 IN	10 1000 CT	Y
58800	STIRRERS HOLLOW STRAW 5.5"	10 1000 CT	Y
58886	TOOTHPICK FRILLED GARNISHET 4.5 INCH	10 1000 CT	Y
58958	PAPER WAX 15X10.75 DELI SHEETS	12 500 CT	Y
59035	PAPER PATTY 4.75X5 NO HOLE TBD	24 1000 CT	Y
59362	PAD SCOURING ALL PURP GREEN 6X9 3M TBD	6 10 CT	Y
59383	SPONGE METAL STAINLESS STEEL TBD	6 12 CT	Y
58708	PAPER WAX 8X10.75 DELI SHEET	12 500 CT	Y
68550	GLOVES VINYL SM POWDER FREE	10 100 CT	Y
68555	GLOVES VINYL XL POWDER FREE	10 100 CT	Y
68554	GLOVES VINYL LARG POWDER FREE	10 100 CT	Y
68552	GLOVES VINYL MED POWDER FREE	10 100 CT	Y
68559	GLOVES LATEX MED POWDER FREE	10 100 CT	Y
68558	GLOVES LATEX SM POWDER FREE	10 100 CT	Y
68560	GLOVES LATEX LARG POWDER FREE	10 100 CT	Y
68565	GLOVES LATEX LARGE POWDERED	10 100 CT	Y
68562	GLOVES VINYL MED POWDERED	10 100 CT	Y
68563	GLOVES VINYL LARG POWERED	10 100 CT	Y
58335	HAIRNETS BROWN 21"	10 144 CT	Y
60421	PAD SCOURING 6X9	6 10 CT	Y
60422	STAINLESS STEEL SPONGE	6 12 CT	Y
199263	ICE CREAM BAR VANILLA 3 OZ	6 24 CT	Y
199999	ICE CREAM CHOCOLATE ECLAIR	4 24 CT	Y
199998	ICE CREAM STRAWBERRY SHORTCAKE	4 24 CT	Y
193181	ICE CREAM POPSICLE 3 OZ ASSORT	6 24 CT	Y
193172	ICE CREAM FUDGE BAR 3 OZ	6 24 CT	Y
193177	ICE CREAM ORANGE CREAM BAR 3 OZ	6 24 CT	Y
194118	ICE CREAM SANDWICH 3 OZ	4 24 CT	Y

625 Nutmeg Road North, PO Box 1228, South Windsor, CT 06074



RETURN GOODS POLICY

Dear Valued Customer:

It is widely believed that the United States has the safest food supply in the world. Yet despite such an impressive claim, the U.S. government estimates that 81 million people in this country are likely to develop a food-borne illness this year. This staggering figure places the burden on all food handlers to create and maintain a comprehensive food safety system.

Industry experts agree that the most critical step in maintaining the integrity of the food that flows through the distribution channel is control. Control is best maintained with a dedicated partnership and disciplined effort between growers, manufacturers, distributors and end users. To that end, HPC Foodservice, as a distributor, plays an important role in the food channel.

Since no party can manage this process alone we ask for our customers to join with our growers, manufacturers and government regulatory agencies, and help us ensure that we continue to represent the safest link between food origin and final food consumption.

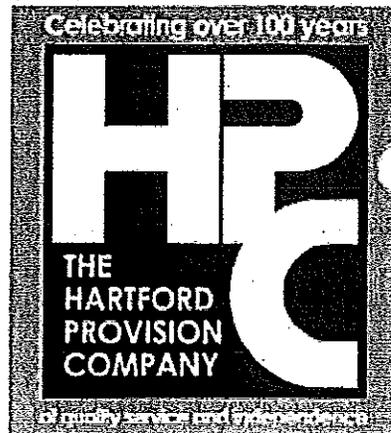
Added emphasis has been placed on the above process with the recent terrorist issues in the New York area as well as other areas of the world. Everyone in the food chain has new priorities and must manage the food chain with much greater emphasis on controls in order to minimize or prevent contamination.

All food products that are purchased from HPC Foodservice will have strict and comprehensive controls during the receiving, storage, shipping, and return process. This letter is intended to reinforce these guidelines on return product. With everyone's cooperation we will continue to lead the world in food safety.

625 Nutmeg Road North, PO Box 1228, South Windsor, CT 06074

RETURN GOODS POLICY

HPC Foodservice's Return Goods Policy is as follows:



- At time of delivery, all products must be counted and inspected by the customer. Any discrepancy must be noted on the signed invoice during product check-in with our driver. In the unlikely event the customer is not available for verification, customers will have 24 hours to phone the customer service department and report any discrepancy.
- To insure the best product quality for all our customers, frozen and refrigerated items can only be returned at the time of delivery.
- Due to their unique nature, HPC cannot issue credit for any special order items.

Exceptions to the same day return policy will only be granted for product that may be questionable due to manufacturer or other issues that would not be discovered during check-in. HPC cannot accept boxes or cases that have been cut, damaged, or defaced by the customer. When calling in these issues, please provide the following information:

- Invoice number, item number, quantity, and complete description (can be taken either from shipping label on the product case or invoice.)
- Product from a previous delivery can only be picked up by our drivers with an authorized pick-up request. Sales Representatives are not authorized to take product.
- Product must be made easily available for pickup at the customer's location during the next delivery date.

Any questions or concerns on the policies should be directed to your Sales or Customer Service Representative.

It's important to us that all our customers feel confident that HPC Foodservice is doing everything possible to guarantee the safety of the products we deliver. HPC Foodservice is a company with foodservice professionals committed to *"Delivering the Difference"*.

Sincerely,

HPC Foodservice Management

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18 ✓

HPC FOODSERVICE

- 71,000 SF Dry Warehouse Space
- 34,000 SF Zero Degree Frozen Warehouse Space
- 18,000 SF 32–40 Degree Refrigerated Warehouse Space
- Ammonia Refrigeration System With Fully Computerized Central Monitoring Station – New In 2001. Temperatures Monitored Both Manually And Via Temperature Sensors Linked To Alarm Service.
- Building And Product Fully Secured. All Entry / Exit Doors Sensored And Linked To 24/7 Alarm Service.
- 250 KVA Diesel Powered Generator.
- Tennant Floor Scrubber and Sweeper to facilitate warehouse sanitation.
- 15 Dock Doors – 7 Refrigerated / 8 Ambient.
- Fully Computerized Warehouse Management System With Radio Frequency Barcode Scanners To Insure FIFO Product Rotation.
- Two Shift Operation – First Shift Receiving / Second Shift Shipping.
- Raymond Double Pallet Jacks Used For Order Selection. New In January 2006.
- Batch Pick Order Selection Process. Label Selection.
- 33 Vehicle Delivery Fleet – 10 Straight trucks / 23 Tractor Trailer.
- All Truck Boxes Washed Weekly – Inside And Out.
- All Delivery Vehicles Fueled On-Site Nightly.

HPC Foodservice - Facility General Sanitation Procedures

1. Personnel

Employees will be trained and supervised in proper hygiene and sanitation procedures. Clean and proper attire appropriate for the specific job will be required of all employees. Any person with evidence of communicable disease will be excluded from any operation in which they may come into contact, directly or indirectly, with food.

2. Buildings and Grounds

The building has been constructed and will be maintained to provide adequate ventilation, refrigeration, lighting, potable water, and sanitary waste removal. Exterior grounds have been designed for adequate drainage and will be maintained and kept clear of waste and debris. Pest control is maintained by a registered outside contractor complying with all Federal, State and Local laws. Refuse removal is maintained by an outside licensed contractor.

3. Delivery Vehicles

All trucks will be mechanically maintained to insure adequate refrigeration of the product being shipped. The exteriors and interiors of the vehicles will be maintained and adequately cleansed and designed to preclude adulteration of food products during the delivery process.

4. Material Handling Equipment

Material handling will be designed and maintained to prevent the adulteration of food by lubricants or any other contaminant.

5. Distribution Process

The distribution process of this facility will be conducted in a sanitary manner, using appropriate precaution and controls to prevent contamination of the products that are distributed to our customers. Inspections of key safety and sanitation items are performed by warehouse management on a daily, weekly and monthly basis.

Exhibit F



United States Department of Agriculture
 Food Safety and Inspection Service
 Office of Program Evaluation,
 Enforcement and Review
 Compliance and Investigations Division
 AA Ribicoff Federal Building/US Courthouse
 450 Main Street, Suite 708
 Hartford, CT 06103

John Froehlich
 Investigator

Office (860) 240-3079
 FAX (860) 240-2645

e-mail: john.froehlich@fsis.usda.gov

I. FIRM INFORMATION	
1. DATE (mm/dd/yyyy)	4-21-2011
2. FIRM NAME	HPC
3A. LOCATION (Street, city, State, Zip Code)	625 Nutmeg Rd N S. Windsor, CT
3B. MAILING ADDRESS (# different from above)	

4. TYPE OF PRODUCT(S) (Check all that apply):

- MEAT
 POULTRY
 EGG PRODUCTS
 CATFISH
 OTHER PRODUCTS

5. BUSINESS TYPE (Check all that apply):

- PROCESSOR
 DISTRIBUTOR
 RENDERER
 BROKER
 3D/4D OPERATOR
 RETAILER
 TRANSPORTER
 CUSTOM
 RESTAURANT
 MISCELLANEOUS
 ANIMAL FOOD
 WAREHOUSE
 SALVAGE
 POINT OF ENTRY
 BONDED AREA
 ABATTOIR

II. SPECIFIC THREAT CONDITION PROCEDURES
 (All "No" responses require an explanation under #9 "Exit Notes")

		YES	NO
1. FOOD DEFENSE PLAN	A. IS THERE A WRITTEN FOOD DEFENSE PLAN?	✓	
	B. IS THERE EMERGENCY CONTACT INFORMATION?	✓	
2. OUTSIDE SECURITY	IS THERE AN OUTSIDE SURVEILLANCE SYSTEM?	✓	
3. INSIDE SECURITY	A. IS THERE AN INSIDE SURVEILLANCE SYSTEM?	✓	
	B. ARE THERE PROCEDURES IN PLACE TO ENSURE THAT ALL PERSONS IN THE FIRM ARE AUTHORIZED AND PROPERLY IDENTIFIED WHEN ON THE PREMISES?	✓	
	C. ARE THERE USE AND STORAGE PROCEDURES FOR ANY HAZARDOUS MATERIALS IN THE FIRM TO PRECLUDE PRODUCT ADULTERATION?	✓	
	D. ARE THERE PROCEDURES TO PROTECT FOOD AND FOOD INGREDIENTS INCLUDING THE WATER USED IN PRODUCTS?	✓	
4. SHIPPING AND RECEIVING	A. IS ACCESS TO THE RECEIVING/SHIPPING AREA(S) RESTRICTED TO AUTHORIZED PERSONNEL?	✓	
	B. IS THERE A PROCEDURE TO VERIFY THAT INCOMING/SHIPPED PRODUCTS ARE CONSISTENT WITH SHIPPING DOCUMENTS?	✓	
	C. IS THERE A PROCEDURE TO OBSERVE INCOMING PRODUCTS FOR INDICATION OF TAMPERING?	✓	
	D. IS THERE A PROCEDURE FOR MAINTAINING SECURITY OF PRODUCTS DURING LOADING/SHIPMENT?	✓	
5. PRODUCTS OBSERVED	ALL PRODUCTS OBSERVED WERE FREE FROM APPARENT TAMPERING OR ADULTERATION?	✓	

P

ITEMS
6-8
ARE
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REVIEWS
ONLY

6. COORDINATION ACTIVITIES HAVE OCCURRED AT PORT WITH:

DHS-CBP FDA APHIS-SITC APHIS-OTHER (Specify): _____

7A. HAVE PORT OF ENTRY HOMELAND SECURITY COMMITTEES BEEN ACTIVATED?

YES NO

B. (If yes, note any activities):

8A. HAVE ANY FSIS PRODUCTS BEEN HELD OR RESTRICTED BY CBP FROM ENTERING THE U.S.?

YES NO

B. (If yes, please explain situation and tests conducted):

9. EXIT NOTES

10. ADULTERATED PRODUCT? (Check, if observed)

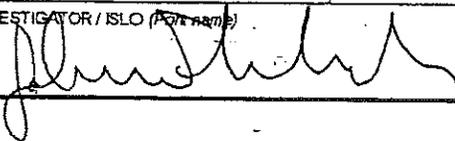
11. DETENTION? (Check, if detained)

12. IR? (Check, if documented)

13. HAVE ALL IDENTIFIED SECURITY VULNERABILITIES BEEN DISCUSSED WITH MANAGEMENT?

YES NO (If no, explain in # 9)

14. INVESTIGATOR / ISLO (Print name)



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Exhibit F

File Number:

Inspection Code: FDA

State Of Connecticut
Department Of Consumer Protection
State Office Building
Hartford
Inspection Report

NAME	CITY/TOWN	DATE	ZIP
HPC	South Windsor	5/17/2011	06074
MANAGER	ADDRESS	TEL. #	TOWN CODE
Andrew Benowitz	625 Nutmeg Road North	800-883-9800	132
TYPE OF BUSINESS:	TITLE OF PERSON INTERVIEWED:		
wholesale food distributor	Facility Manager		

Remarks:

On Tuesday, May 17, 2011, Fred Journalist from the Connecticut Department of Consumer Protection conducted an inspection under the FY 2011 FDA Food Sanitation Contract in accordance with CP 7303, eSAF assignment # 1203433 .

During this inspection the following unsatisfactory conditions were observed:

There were no violations noted during this audit. Storage temperatures for all refrigerated & frozen food lockers were found in compliance.

Inspector: **Fred Journalist**

Received By: **Richard Lotstein - Executive V.P.**

5/17/11 – FDA Inspection

Fred Journalist from Dept. of Consumer Protection
Sub-Contracted by FDA

- Met with Andrew Benowitz / Richard Lotstein
- Toured facility
- Inspected records and documentation

No issues found. E-mail outlining inspection findings to be sent to Richard Lotstein in 2-3 days.

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HPC Foodservice – Pest Management Program

Responsibility

Andrew Benowitz, Facility Manager, is responsible for the development and maintenance of our pest management program. He will work directly with American Pest Solutions to insure the following:

1. Confirm compliance with our pest management program
2. Inform them of any issues or pest activity during off weeks
3. Discuss evidence of any pest activity or patterns found by APS and formulate immediate corrective actions.

Interior

Andy will also insure that the interior perimeter of the building and all interior traps are inspected during the "off" weeks. The trap inspection will be recorded with date and initials on a log inside each trap. The previous card will be maintained on file for each interior trap. Pheromone stations will be checked during "off weeks" only in the event of unusual activity and in order to locate the specific food item affected. Records will be maintained to show the steps taken to isolate specific activity.

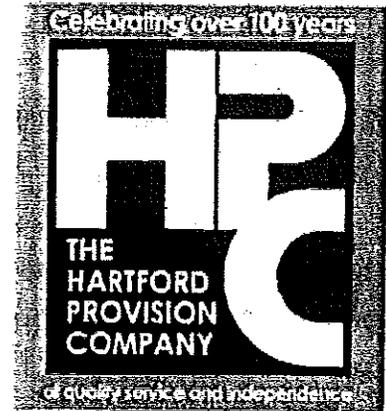
Exterior

An inspection of the exterior perimeter of the building will also be conducted during these "off" weeks. This inspection will address vegetation or other potential harborage areas near the building, drainage issues, and confirmation that the poison bait stations are in their proper locations. Checking the supply of bait in these stations will not be included in this inspection unless unusual activity or other conditions warrant.

American Pest Solutions

Andy will review the Pest Management Logbook on a semi-annual basis to confirm that all licensing, maps, and service reports are in compliance. Any new pesticide or traps will be processed at the time of their introduction so that MSDS, application data, and trap locations are accurate. American Pest Solutions will comply with the correct application and disposal procedures for all pesticides, per the manufacturers label and/or information contained in the MSDS.

625 Nutmeg Road North, PO Box 1228, South Windsor, CT. 06074



Transportation and Storage Program

All transportation and truck storage of food products will be under conditions that will protect against contamination or deterioration of the food or the container. All operations in the loading and unloading of food shall be conducted in accordance with adequate sanitation principles. Appropriate quality control operations will be employed to ensure that food is kept clean, safe, within the appropriate temperature and otherwise free of contamination.

Both night shift warehouse management and day shift transportation management are responsible for monitoring and insuring that the following measures and precautions are observed:

Maintenance of transportation equipment to protect against the contamination of food:

- All tractors and straight trucks are PM'd and maintained by Ryder Truck Rental
- All trailers are PM'd and maintained PLM Truck Rental
- All interior boxes are washed at least once a week, more frequently if needed

Selection / Staging Protocol:

- After the selection of customer orders, all frozen product will be stored in the freezer or in the bulkhead freezer compartment of the outbound delivery truck
- All refrigerated product pallets will be staged on the cooler dock prior to being loaded into the rear refrigerated compartment of the outbound delivery truck

Loading Protocol:

- All straight trucks and trailers are inspected for cleanliness and pre-cooled prior to loading
- The freezer compartment will be set at zero and the rear compartment set at 40 degrees
- Pallets will be loaded in the correct temperature compartment of each truck and in the correct stop unloading sequence by observing the pallet layout on each route map
- During cold weather conditions, produce pallets will be blanketed

- B.O.L.'s and worksheet must be signed and dated by the receiver
- Exchange pallet(s) delivered, only good wood in/out, if needed
- Return all completed paperwork to receiving office upon completion
- Upon returning completed paperwork, the receiver must find manager to see what their next assignment will be
- Upon completing last assignment, the receiver must complete their cleaning assignment and check out with manager before punching out
- All product refused due to temperature or sanitation violation, will be recorded on the "Refused Items Log", maintained by the receiving manager



HPC URL WWW.HPCFCS.COM
CLICK ON HPC.NET LINK on right side of page

Username Account #Password Account#hpc

When you log on to powernet, your powernet orders page displays.

Before getting started, let us briefly acquaint you with the main sections of our site. These sections are located along the TOP of the screen.

Starting in the upper-left hand corner of your screen:
Status: Shows the status of your orders

Order: Shows the different methods of ordering. There are several ways for you to order product: history, import, custom order guide, quick add, or previous orders.

Account: Shows statement status, invoices and statement history.

Reports: This section describes how you can create, view, print, and export reports.

Customer: If you are setup with multi customer access you can view and change accounts.

Admin: This section describes how to change administrative settings in Power such as lines displayed per page and your password.

Items: Items menu options allow you to search for items added within a certain timeframe, discontinued item within a certain timeframe, and by description.

Links: Displays a link menu setup by distributor to access websites, news and other special links.

Signoff: Signs you out of the website.

Help: Has help of features on the page that is displaying.

Creating Orders

With the NEW Online ordering, creating new orders is easy! There are several different ways to create orders. Select the ORDER tab and then select the method you wish to use to

build your order. In general, most new orders will be placed using the History Guide.

History Guide: The History Guide contains a list of available items that are specific to your account. The Catalog is an extended list of all available items. NOTE that items are listed as either available by the CASE or by the EACH. Simply enter the number of the desired quantity.

Custom order guides: Are a "customized" order guide that you create for your use, featuring those items you may order repeatedly or on a regular basis. Custom order guides can be updated. Each User can have multiple order guides.

CREATING ADDING AND REMOVING ITEMS

- 1 Admin
 - 2 Custom
 - 3 Create
 - 4 Add Items: option from top left corner are key in items, add from or Import Items form file
- ADDING ITEMS to Existing Order Guide**

- 1 Admin
 - 2 Custom Guide
 - 3 Edit
 - 4 Pick your Order Guide
- To add items: In the top left corner click on quick add to add items by item # or add button to add items by item search or item class or item category.

DELETING ITEMS from Existing

- 1 Admin
- 2 Custom Order Guide
- 3 Edit
- 4 Select Order Guide put a check in the box next to the item you would like to remove. To sort the guide to make it easier you can use the sort boxes at the top of the screen. Select how you would like to sort it then click the sort button in the top right corner

To create your first order, follow these basic steps:

1. Login to the system. Your orders page will be displayed.
2. To begin building your order, click on the Order tab choose your order entry method.
3. When all the desired items are selected and quantities entered, click the Summary button. The Cart will now display, with your items listed at the bottom.
4. Verify the items and quantities.

5. To process the order, click the Place order button. The order is submitted, and Order History will be displayed. You will see your new order listed on Order History. Watch its status as it progresses through the system.

Removing an Item from an Order

To remove an item from an OPEN order, simply change the quantity to ZERO. This will remove that item from the order. Remember, once an order has been submitted, you cannot change it.

To SEARCH for an Item
Click in the SEARCH field and type in what you want to search for. Click the Go button. A list of items will display. Select which item you want and enter the desired Qty or continue searching.

Finishing Your Order

1. To Review your order, select the SUMMARY tab.
2. Review the contents of the ORDER to ensure all the desired items have been selected and that the correct quantities are entered. You may make changes to the quantities if desired, then click to any other box to force the information to be updated. Notice the running totals at the top of the page reflect the changes.
3. When satisfied with the contents of the ORDER, click PLACE ORDER, to submit the order.
4. Review the information presented and enter a PO number if you are required to do so. The ROUTING DATE is the desired DELIVERY DATE. Adjust as required. When you are satisfied with the information, select SUBMIT ORDER.

PLEASE try to submit your order BEFORE 3:00 pm

Order Status / History

The order status page allows you to view orders at a high level, giving insight to the order status and, in some cases, allowing you to edit future orders that have not been sent.

Order Status

Submitted: The order is in the process of being transmitted to HPC. Confirmed: HPC has confirmed that the order will be filled and delivered as ordered.

Pending:

In Use:

1-800-883-8800 option 8
or
(860) 760-3978 Jay Samela
(860) 760-3991 Stephen Mierzwa
Email: IT_HPC@HPCFCS.COM

