

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Lynn Peccerillo-Hills
Contract Specialist

860-713-5255
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

14PSX0076

Contract Award Date:

1 July 2014

Proposal Due Date:

2 May 2014

SUPPLEMENT DATE:

29 April 2019

CONTRACT AWARD SUPPLEMENT #7

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

DESCRIPTION: The Purchase of Milk, Milk Products, Cream and Related Products

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: 1 July 2014 through 31 May 2019	
		AGENCY REQUISITION NUMBER: 0000002308	
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

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.

PLEASE NOTE:

DAS, in its sole discretion, is extending this Contract through May 31, 2019, in accordance with Section 2. Term of Contract, Contract Extension, of the Contract.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LYNN PECCERILLO-HILLS

Contract Specialist

(Original Signature on Document in Procurement Files)

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 Guida-Seibert Dairy Company**

Company Address: **433 Park Street, New Britain, CT 06050-2900**

Tel. No.: **(860) 224-2404**

Tel. No.: **(800) 832-8929**

Tel. No.: **(860) 224-2404 x 500 emergency**

FAX (860) 612-5394

Contact Person: **Michael Young**

Contact Person: **for ordering (860) 224-2404 x 175**

Company E-mail Address and/or Company Web Site: myoung@guidas.com www.supercow.com

Remittance Address: **same**

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

Prompt Payment Terms: **1% 5 days Net 45**

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: **Wades Dairy Inc.**

Company Address: **1316 Barnum Avenue, Bridgeport, CT 06610**

Tel. No.: **(203) 579-9233**

Tel. No.: **(800) 247-9233**

Tel. No.: **(203) 913-3803 Emergency**

FAX (203) 696-6121

Contact Person: **for ordering Douglas H. Wade Jr.**

Contact Person: **Douglas H. Wade Jr.**

Company E-mail Address and/or Company Web Site: doug@wadesdairy.com www.wadesdairy.com

Remittance Address: **same**

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

Prompt Payment Terms: **0.5% 15 days Net 45**

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Lynn Peccerillo-Hills
Contract Specialist

860-713-5255
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

14PSX0076

Contract Award Date:

1 July 2014

Proposal Due Date:

2 May 2014

SUPPLEMENT DATE:

27 March 2019

CONTRACT AWARD SUPPLEMENT #6

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

DESCRIPTION: The Purchase of Milk, Milk Products, Cream and Related Products

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: 1 July 2014 through 30 April 2019	
		AGENCY REQUISITION NUMBER: 0000002308	
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

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.

PLEASE NOTE:

DAS, in its sole discretion, is extending this Contract through April 30, 2019, in accordance with Section 2. Term of Contract, Contract Extension, of the Contract.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LYNN PECCERILLO-HILLS

Contract Specialist

(Original Signature on Document in Procurement Files)

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 Guida-Seibert Dairy Company**

Company Address: **433 Park Street, New Britain, CT 06050-2900**

Tel. No.: **(860) 224-2404**

Tel. No.: **(800) 832-8929**

Tel. No.: **(860) 224-2404 x 500 emergency**

FAX (860) 612-5394

Contact Person: **Michael Young**

Contact Person: **for ordering (860) 224-2404 x 175**

Company E-mail Address and/or Company Web Site: myoung@guidas.com www.supercow.com

Remittance Address: **same**

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

Prompt Payment Terms: **1% 5 days Net 45**

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: **Wades Dairy Inc.**

Company Address: **1316 Barnum Avenue, Bridgeport, CT 06610**

Tel. No.: **(203) 579-9233**

Tel. No.: **(800) 247-9233**

Tel. No.: **(203) 913-3803 Emergency**

FAX (203) 696-6121

Contact Person: **for ordering Douglas H. Wade Jr.**

Contact Person: **Douglas H. Wade Jr.**

Company E-mail Address and/or Company Web Site: doug@wadesdairy.com www.wadesdairy.com

Remittance Address: **same**

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

Prompt Payment Terms: **0.5% 15 days Net 45**

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Lynn Peccerillo-Hills
Contract Specialist

860-713-5255
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

14PSX0076

Contract Award Date:

1 July 2014

Proposal Due Date:

2 May 2014

SUPPLEMENT DATE:

20 February 2019

CONTRACT AWARD SUPPLEMENT #5

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

DESCRIPTION: The Purchase of Milk, Milk Products, Cream and Related Products

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: 1 July 2014 through 30 March 2019	
		AGENCY REQUISITION NUMBER: 0000002308	
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

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.

PLEASE NOTE:

DAS, in its sole discretion, is extending this Contract through March, 30 2019, in accordance with Section 2. Term of Contract, Contract Extension, of the Contract.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LYNN PECCERILLO-HILLS

Contract Specialist

(Original Signature on Document in Procurement Files)

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 Guida-Seibert Dairy Company**

Company Address: **433 Park Street, New Britain, CT 06050-2900**

Tel. No.: **(860) 224-2404**

Tel. No.: **(800) 832-8929**

Tel. No.: **(860) 224-2404 x 500 emergency**

FAX (860) 612-5394

Contact Person: **Michael Young**

Contact Person: **for ordering (860) 224-2404 x 175**

Company E-mail Address and/or Company Web Site: myoung@guidas.com www.supercow.com

Remittance Address: **same**

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

Prompt Payment Terms: **1% 5 days Net 45**

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: **Wades Dairy Inc.**

Company Address: **1316 Barnum Avenue, Bridgeport, CT 06610**

Tel. No.: **(203) 579-9233**

Tel. No.: **(800) 247-9233**

Tel. No.: **(203) 913-3803 Emergency**

FAX (203) 696-6121

Contact Person: **for ordering Douglas H. Wade Jr.**

Contact Person: **Douglas H. Wade Jr.**

Company E-mail Address and/or Company Web Site: doug@wadesdairy.com www.wadesdairy.com

Remittance Address: **same**

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

Prompt Payment Terms: **0.5% 15 days Net 45**

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Lynn Peccerillo-Hills
Contract Specialist

860-713-5255
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

14PSX0076

Contract Award Date:

1 July 2014

Proposal Due Date:

2 May 2014

SUPPLEMENT DATE:

13 December 2018

CONTRACT AWARD SUPPLEMENT #4

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

DESCRIPTION: The Purchase of Milk, Milk Products, Cream and Related Products

FOR:
All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:
1 July 2014 through 28 February 2019

AGENCY REQUISITION NUMBER: 0000002308

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

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.

PLEASE NOTE:

DAS, in its sole discretion, is extending this Contract through February 28, 2019, in accordance with Section 2. Term of Contract, Contract Extension, of the Contract.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LYNN PECCERILLO-HILLS

Contract Specialist

(Original Signature on Document in Procurement Files)

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 Guida-Seibert Dairy Company**

Company Address: **433 Park Street, New Britain, CT 06050-2900**

Tel. No.: **(860) 224-2404**

Tel. No.: **(800) 832-8929**

Tel. No.: **(860) 224-2404 x 500 emergency**

FAX (860) 612-5394

Contact Person: **Michael Young**

Contact Person: **for ordering (860) 224-2404 x 175**

Company E-mail Address and/or Company Web Site: myoung@guidas.com www.supercow.com

Remittance Address: **same**

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

Prompt Payment Terms: **1% 5 days Net 45**

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: **Wades Dairy Inc.**

Company Address: **1316 Barnum Avenue, Bridgeport, CT 06610**

Tel. No.: **(203) 579-9233**

Tel. No.: **(800) 247-9233**

Tel. No.: **(203) 913-3803 Emergency**

FAX (203) 696-6121

Contact Person: **for ordering Douglas H. Wade Jr.**

Contact Person: **Douglas H. Wade Jr.**

Company E-mail Address and/or Company Web Site: doug@wadesdairy.com www.wadesdairy.com

Remittance Address: **same**

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

Prompt Payment Terms: **0.5% 15 days Net 45**

CONTRACT SUPPLEMENT
RFP-37 Rev. 11/22/16
Prev. Rev. 4/28/14

Lynn Peccerillo-Hills
Contract Specialist

860-713-5255
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

14PSX0076

Contract Award Date:

1 July 2014

Proposal Due Date:

2 May 2014

SUPPLEMENT DATE:

18 April 2018

CONTRACT AWARD SUPPLEMENT #3

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

DESCRIPTION: The Purchase of Milk, Milk Products, Cream and Related Products

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: 1 July 2014 through 31 December 2018 (Original Term: July 1, 2014 through June 30, 2018)	
		AGENCY REQUISITION NUMBER: 0000002308	
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
1,000,000.00 Estimated			1,000,000.00 Estimated

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.

PLEASE NOTE: DAS, in its sole discretion, is extending this Contract for a 6 month period through December 30, 2018, in accordance with Section 2. Term of Contract, Contract Extension, of the Contract.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____
LYNN PECCERILLO-HILLS
Contract Specialist
(Original Signature on Document in Procurement Files)

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 Guida-Seibert Dairy Company**

Company Address: **433 Park Street, New Britain, CT 06050-2900**

Tel. No.: **(860) 224-2404**

Tel. No.: **(800) 832-8929**

Tel. No.: **(860) 224-2404 x 500 emergency**

FAX (860) 612-5394

Contact Person: **Michael Young**

Contact Person: **for ordering (860) 224-2404 x 175**

Company E-mail Address and/or Company Web Site: myoung@guidas.com www.supercow.com

Remittance Address: **same**

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

Prompt Payment Terms: **1% 5 days Net 45**

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: **Wades Dairy Inc.**

Company Address: **1316 Barnum Avenue, Bridgeport, CT 06610**

Tel. No.: **(203) 579-9233**

Tel. No.: **(800) 247-9233**

Tel. No.: **(203) 913-3803 Emergency**

FAX (203) 696-6121

Contact Person: **for ordering Douglas H. Wade Jr.**

Contact Person: **Douglas H. Wade Jr.**

Company E-mail Address and/or Company Web Site: doug@wadesdairy.com www.wadesdairy.com

Remittance Address: **same**

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

Prompt Payment Terms: **0.5% 15 days Net 45**

Lynn Peccerillo-Hills
Contract Specialist

860-713-5255
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

14PSX0076

Contract Award Date:

1 July 2014

Proposal Due Date:

2 May 2014

SUPPLEMENT DATE:

1 May 2015

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: The Purchase of Milk, Milk Products, Cream and Related Products

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: 1 July 2014 through 30 June 2018	
		AGENCY REQUISITION NUMBER: 0000002308	
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

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 Guida-Seibert Dairy Company**

Company Address: **433 Park Street, New Britain, CT 06050-2900**

Tel. No.: **(860) 224-2404**

Tel. No.: **(800) 832-8929**

Tel. No.: **(860) 224-2404 x 500**

FAX (860) 612-5394

emergency

Contact Person: **Michael Young**

Contact Person: **for ordering Denise Dziarkowski (860)
224-2404 x 175**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site: **myoung@supercow.com** www.supercow.com

Remittance Address: **same**

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

Certification Type (SBE, MBE or None):

Prompt Payment Terms: **1% 5 days Net 45 (exception: see below)**

PLEASE NOTE:

This supplement is being issued to:

1. Remove Item number 122 Lactaid skim 8oz pack size 20 UPC #04138309032-0 and replaced it with (Cream-o-Land Lactose free milk) item # 124 Lactose zero Fat Free 8oz pack size 12. UPC #08836502177-8. The unit price shall remain the same.

2. Remove Guida's 4oz Apple Juice and replace with Grove Fresh 4oz apple juice. Item number and unit price shall remain the same.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LYNN PECCERILLO-HILLS

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/28/14
Prev. Rev. 3/12/14

Ann Simeone
Contract Specialist

860-713-5051
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

14PSX0076

Contract Award Date:

1 July 2014

Proposal Due Date:

2 May 2014

SUPPLEMENT DATE:

2 September 2014

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: The Purchase of Milk, Milk Products, Cream and Related Products

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: July 1, 2014 through June 30, 2018	
		AGENCY REQUISITION NUMBER: 0000002308	
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
			NA

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 Guida-Seibert Dairy Company**

Company Address: **433 Park Street, New Britain, CT 06050-2900**

Tel. No.: **(860) 224-2404**

Tel. No.: **(800) 832-8929**

Tel. No.: **(860) 224-2404 x 500 emergency**

FAX **(860) 612-5394**

Contact Person: **Michael Young**

Contact Person: **for ordering Denise**

Dziarkowski (860) 224-2404 x 175

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site: **myoung@supercow.com www.supercow.com**

Remittance Address: **same**

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

Certification Type (SBE, MBE or None):

Prompt Payment Terms: **1% 5 days Net 45 (exception: see below)**

PLEASE NOTE:

- Effective immediately, a First Amendment Agreement (see attached) was approved for the assignment and assumption of contractual rights, duties and obligations from Marcus Dairy Inc. to Guida-Seibert Dairy Co. However, Prompt Payment terms shall not apply to former Marcus Dairy Inc. accounts
- DAS has approved Marcus Dairy Inc. as a subcontractor to deliver milk and milk products to the locations included in Exhibit A of this Amendment (formerly Marcus Dairy Inc. accounts).
- As usual, pricing updates shall be found on the website under "Dairy Prices" by clicking on the following link: <http://das.ct.gov/cr1.aspx?page=371>.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

MARTIN ANDERSON

Deputy Commissioner

(Original Signature on Document in Procurement Files)

FIRST AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
THE GUIDA-SEIBERT DAIRY COMPANY
FOR
THE PURCHASE OF MILK, MILK PRODUCTS, CREAM AND RELATED DAIRY

This First Amendment Agreement (the "Amendment") is made as of the 2nd day of September, 2014, by and between The Guida-Seibert Dairy Company (the "Contractor"), with a principal place of business at 433 Park Street, New Britain, CT 06050-2900, acting by Michael Young, its President, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut, acting by Martin Anderson, its Deputy Commissioner, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated 1 July 2014 for THE PURCHASE OF MILK, MILK PRODUCTS, CREAM AND RELATED DAIRY, and further identified as Contract 14PSX0076 (the "Agreement"); and

WHEREAS, as of September 2, 2014, the Contractor has assumed all of the contractual rights, duties and obligations of Marcus Dairy Inc. ("Marcus") under Contract 14PSX0076 by and between DAS and Marcus, pursuant to an Assignment and Assumption Agreement between the Contractor and Marcus dated as of September 2, 2014; and

WHEREAS the State and the Contractor desire to amend the Agreement to reflect the assignment and to approve a certain subcontracting relationship.

Now therefore, in consideration of these premises and mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Contractor and the State agree as follows:

1. Exhibit B of the Agreement is amended to add the list of locations and pricing included in Exhibit A to this Amendment to Exhibit B of the Agreement.
2. DAS hereby approves Contractor's use of Marcus as a subcontractor to deliver milk and milk products to the locations included in Exhibit A of this Amendment.

All other terms and conditions not otherwise affected by this Amendment remain in full force and effect.

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

THE GUIDA-SEIBERT DAIRY COMPANY

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Michael Young
Print or Type Name

Name: Martin Anderson

Title: President

Title: Deputy Commissioner

Date: _____

Date: _____

14PSX0076 Exhibit A Amendment
Final Exhibit B Price Schedule Current Accounts

Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DDS	Southbury	Southbury Training School	MILK, NONFAT SKIM		1/2 PINT	0.1913	Guida
DDS	Southbury	Southbury Training School	MILK, NONFAT SKIM		GALLON	2.9713	Guida
DDS	Southbury	Southbury Training School	2% MILK, REDUCED FAT		1/2 PINT	0.2280	Guida
DDS	Southbury	Southbury Training School	2% MILK, REDUCED FAT		GALLON	3.2487	Guida
DDS	Southbury	Southbury Training School	CHEESE, COTTAGE, TYPE I FED SPEC C-C-281 (PLAIN, CURED)		1 POUND	2.0700	Guida
DDS	Southbury	Southbury Training School	YOGURT, LO-CAL, ASST. FLAVORS		8 OZ.	0.4800	Guida
DDS	Southbury	Southbury Training School	YOGURT, PLAIN		QUART	1.8500	Guida
DDS	Southbury	Southbury Training School	sour cream		1POUND	1.5700	Guida
DDS	Southbury	Southbury Training School	milk whole		GALLON	3.4565	Guida
DDS	Southbury	Southbury Training School	milk, lactose reduced(lactaid)		QUART	1.7853	Guida
DDS	Southbury	Southbury Training School	cream cheese		3 POUND	6.7500	Guida
DDS	Southbury	Southbury Training School	CREAMER, 1/2 AND 1/2, 3/8 OZ.		EACH	9.6699	Guida
DDS	Stratford	Stratford- Grasso DMR	CREAM, SOUR		1 POUND	1.5700	Guida
DDS	Stratford	Stratford- Grasso DMR	CREAM, AEROSOL, WHIPPED, 15 OZ.		EACH	1.8900	Guida
DDS	Stratford	Stratford- Grasso DMR	CREAM, 1/2 AND 1/2		QUART	1.7149	Guida
DDS	Stratford	Stratford- Grasso DMR	MILK, NONFAT SKIM		1/2 PINT	0.2163	Guida

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Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DDS	Stratford	Stratford- Grasso DMR	MILK, NONFAT SKIM		QUART	0.9953	Guida
DDS	Stratford	Stratford- Grasso DMR	2% MILK, REDUCED FAT		1/2 PINT	0.2390	Guida
DDS	Stratford	Stratford- Grasso DMR	2% MILK, REDUCED FAT		1/2 GALLON	1.8143	Guida
DDS	Stratford	Stratford- Grasso DMR	CHEESE, COTTAGE		1 POUND	2.1400	Guida
DDS	Stratford	Stratford- Grasso DMR	YOGURT, ASST. FLAVORS		8 OZ.	0.4800	Guida
DDS	Stratford	Stratford- Grasso DMR	MILK, LACTOSE REDUCED		QUART	1.8253	Guida
DDS	Stratford	Stratford- Grasso DMR	Milk, Whole		Gallon	3.6665	Guida
DDS	Stratford	Stratford- Grasso DMR	Milk, Whole		1/2 Gallon	1.9233	Guida
DDS	Stratford	Stratford- Grasso DMR	Milk, Nonfat Skim		1/2 Gallon	1.6007	Guida
DDS	Stratford	Stratford- Grasso DMR	Milk, Lactose Reduces		1/2 Pint	0.4813	Guida
DDS	Stratford	Stratford- Grasso DMR	Cottage Cheese		5 pound	8.1000	Guida
DDS	Stratford	Stratford- Grasso DMR	Butter, Salted Qtrs		1 lb	3.0000	Guida
DDS	Stratford	Stratford- Grasso DMR	Eggs. Large		Doz	1.7900	Guida
DDS	Stratford	Stratford- Grasso DMR	Ricotta Cheese		3 pound	6.6000	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CREAM, SOUR		5 POUND	5.7000	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CREAM, 1/2 AND 1/2		QUART	1.6749	Guida

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DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, CHOCOLATE LO-FAT NO MORE THAN 1% BUTTERFAT		1/2 PINT	0.2313	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, WHOLE		1/2 PINT	0.2432	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, WHOLE		1/2 GALLON	1.8166	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	2% MILK, REDUCED FAT		1/2 PINT	0.2310	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, LO-FAT 1%		1/2 PINT	0.2151	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	JUICE, ORANGE 100%		1/2 PINT	0.2860	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	JUICE, ORANGE 100%		4 OZ.	0.1600	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CHEESE, COTTAGE		5 POUND	7.5600	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CHEESE, RICOTTA		3 POUND	5.9500	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, LACTOSE REDUCED		QUART	1.6653	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	YOGURT, LO-FAT, VANILLA		6 oz	0.4800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	YOGURT, LO-FAT, PLAIN		32 OZ.	1.9500	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	YOGURT, SUGAR-FREE, ASST. FLAVORS		6 oz	0.4800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	YOGURT, LO-FAT ASST. FLAVORS		6 zo	0.4800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CREAMER, 1/2 AND 1/2,		3/8 OZ	9.1699	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, WHOLE		Quart	1.0766	Guida

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DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, LO-FAT 1%		1/2 Gallon	1.5771	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Milk, Skim		1/2 Gallon	1.5107	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, WHOLE		14 oz	0.5800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Milk, Chocolate		14 oz	0.5800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Milk, Whole		16 oz	n/a	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Milk, Chocolate		16 oz	n/a	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, LACTOSE REDUCED		1/2 Pint	0.4800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Cream, Heavy, UHT		Quart	3.1657	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Buttermilk		Quart	1.0686	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Eggnog		Quart	2.1000	Guida
DHMAS	New Haven	CT MENTAL HEALTH	1/2 PT 2% MILK		1/2 PT	0.2320	Guida
DHMAS	New Haven	CT MENTAL HEALTH	1/2 PT FATFREE MILK		1/2 PT	0.2163	Guida
DHMAS	New Haven	CT MENTAL HEALTH	HALF & HALF CREAMERS cs/400		BOX	9.5699	Guida
DHMAS	New Haven	CT MENTAL HEALTH	ASEPTIC CREAMERS cs/360		BOX	N/A	Guida
DHMAS	New Haven	CT MENTAL HEALTH	CHOBANI ASST 6oz		6 OZ	N/A	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT BLUEBERRY 6oz		6 OZ	0.4800	Guida

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DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT STRAWBRY 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT PEACH 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT VANILLA 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT STR/BAN 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT CHERRY 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	YOGURT GREEK LnF		6 OZ	1.0200	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	CIDER, APPLE		Pint	N/A	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	EGG NOG		QUART	1.9600	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	CREAM, 1/2 AND 1/2		QUART	1.6749	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	MILK, NONFAT SKIM		1/2 PINT	0.2163	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	MILK, WHOLE		GALLON	3.6665	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	2% MILK, REDUCED FAT		1/2 PINT	0.2390	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	2% MILK, REDUCED FAT		GALLON	3.2487	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	MILK, LACTOSE REDUCED		QUART	1.7953	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	YOGURT, LO-CAL, ASST. FLAVORS		8 OZ.	0.4800	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	MILK, LACTOSE REDUCED		1/2 Gallon	3.5607	Guida

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DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	Butter, Salted Solids		36 pound case	90.0000	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	Eggs, Large		Dozen	1.7900	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	Fruit Punch		Gallon	1.2600	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	CIDER, APPLE		1/2 Gallon	1.9600	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, BUTTERMILK		QUART	1.0617	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, CHOCOLATE LO-FAT NO MORE THAN 1% BUTTERFAT		1/2 PINT	0.2313	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, SKIM 50		1/2 PINT	0.2173	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, STRAWBERRY		1/2 PINT	0.2463	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, WHOLE		1/2 PINT	0.2463	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, WHOLE		GALLON	3.6265	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	2% MILK, REDUCED FAT		1/2 PINT	0.2330	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	CHEESE, CREAM, 1 OZ.		EACH	0.1950	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	DRINK, FRUIT PUNCH		PINT	N/A	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	DRINK, ORANGE		1/2 PINT	0.1690	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	DRINK, LEMON		PINT	N/A	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	JUICE, APPLE		10oz	N/A	Guida

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DOE	Ansonia	ANSONIA - EOBrienRVTS	SPRING WATER 12 OZ.		12 OZ	N/A	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	JUICE, ORANGE 100%		1/2 PINT	0.2900	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	CHEESE, RICOTTA		3 POUND	6.6000	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	WATER, Spring		12oz	N/A	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	YOGURT, ASST. FLAVORS		8 OZ.	0.4800	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	YOGURT, LF STRAWBERRY		8 OZ.	0.4800	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Milk, 1% Lo-Fat		Gallon	3.0143	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Milk, 1% Lo-Fat		1/2 Pint	0.2181	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Sour Cream		5 pound	5.6000	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Sour Cream		1 Pound	1.4700	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Creamers		Box	9.5699	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Heavy Cream UHT		Quart	3.3657	Guida
DOE	Danbury	HENRY ABOTT TECH	GAL WHOLE MILK		GAL	3.4915	Guida
DOE	Danbury	HENRY ABOTT TECH	GAL 1% MILK		GAL	3.0495	Guida
DOE	Danbury	HENRY ABOTT TECH	1/2 PT 1% MILK		1/2 PT	0.2093	Guida
DOE	Danbury	HENRY ABOTT TECH	1/2 PT CHOC MILK		1/2 PT	0.2212	Guida

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DOE	Danbury	HENRY ABOTT TECH	QT HEAVY CREAM 40% BF		QT	3.0760	Guida
DOE	Danbury	HENRY ABOTT TECH	QT BUTTERMILK		QT	1.0675	Guida
DOE	Danbury	HENRY ABOTT TECH	BLUE CHEESE CRUMBLED 5#		5#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	MOZZ OVOLINE 3# cs of 2		6#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	MASCARPONE 16oz		1#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	SOUR CREAM CABOT 5#		5#	7.3811	Guida
DOE	Danbury	HENRY ABOTT TECH	CREAM CHEESE 1oz cs/100		BOX	20.4355	Guida
DOE	Danbury	HENRY ABOTT TECH	CREAM CHEESE WHIPPED 5#		5#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	CREAM CHEESE BLOCK 3#		3#	6.1149	Guida
DOE	Danbury	HENRY ABOTT TECH	APPLE JUICE 4oz.		4 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	ORANGE JUICE 4oz		4 OZ	0.1327	Guida
DOE	Danbury	HENRY ABOTT TECH	CHOBANI ASST 6oz		6 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	4oz STRAWBERRY YOGURT		4 OZ	0.2732	Guida
DOE	Danbury	HENRY ABOTT TECH	z4oz RASPBERRY YOGURT		4 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	4oz PEACH YOGURT		4 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	4oz CHERRY VAN YOGURT		4 OZ	0.2732	Guida

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Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DOE	Danbury	HENRY ABOTT TECH	4oz BANANA/STRWBRY		4 OZ	0.2732	Guida
DOE	Danbury	HENRY ABOTT TECH	DAN LNF 6 oz.		6 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	YOGURT GREEK LnF		6 OZ	1.0200	Guida
DOE	Danbury	HENRY ABOTT TECH	DOZEN LARGE LOOSE EGGS		DOZEN	1.7900	Guida
DOE	Danbury	HENRY ABOTT TECH	BETTER N EGG 2#		2#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	BUTTER QUARTERS 1#		1#	2.8500	Guida
DOE	Danbury	HENRY ABOTT TECH	16.9oz POLAND SPRINGS		16.9 OZ	0.2198	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	GAL WHOLE MILK		GAL	3.4915	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	QT HEAVY CREAM 40% BF		QT	3.0760	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	HALF & HALF CREAMERS cs/448		BOX	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	hALF & HALF CREAMERS cs/400		BOX	9.6577	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	CHEDDAR YELLOW SHRED 5#		5#	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	PARMESAN GRATED 5# BAG		5#	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	MOZZ LMWM FEA SHR 5# BAG		5#	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	FETA CHEESE 8#		8#	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	SOUR CREAM CABOT 5#		5#	5.4169	Guida

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DOE	Danbury	CA AT HENRY ABOTT TECH	CREAM CHEESE BLOCK 3#		3#	6.1149	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	RICOTTA CHEESE WM 48oz		3#	6.1742	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	YOGURT FF PLAIN QT		QT	1.7495	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	DOZEN LARGE LOOSE EGGS		DOZEN	1.4432	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	BUTTER CONTINENTALS #		1#	N/A	Guida

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DDS	Southbury	Southbury Training School	MILK, NONFAT SKIM		1/2 PINT	0.1913	Guida
DDS	Southbury	Southbury Training School	MILK, NONFAT SKIM		GALLON	2.9713	Guida
DDS	Southbury	Southbury Training School	2% MILK, REDUCED FAT		1/2 PINT	0.2280	Guida
DDS	Southbury	Southbury Training School	2% MILK, REDUCED FAT		GALLON	3.2487	Guida
DDS	Southbury	Southbury Training School	CHEESE, COTTAGE, TYPE I FED SPEC C-C-281 (PLAIN, CURED)		1 POUND	2.0700	Guida
DDS	Southbury	Southbury Training School	YOGURT, LO-CAL, ASST. FLAVORS		8 OZ.	0.4800	Guida
DDS	Southbury	Southbury Training School	YOGURT, PLAIN		QUART	1.8500	Guida
DDS	Southbury	Southbury Training School	sour cream		1POUND	1.5700	Guida
DDS	Southbury	Southbury Training School	milk whole		GALLON	3.4565	Guida
DDS	Southbury	Southbury Training School	milk, lactose reduced(lactaid)		QUART	1.7853	Guida
DDS	Southbury	Southbury Training School	cream cheese		3 POUND	6.7500	Guida
DDS	Southbury	Southbury Training School	CREAMER, 1/2 AND 1/2, 3/8 OZ.		EACH	9.6699	Guida
DDS	Stratford	Stratford- Grasso DMR	CREAM, SOUR		1 POUND	1.5700	Guida
DDS	Stratford	Stratford- Grasso DMR	CREAM, AEROSOL, WHIPPED, 15 OZ.		EACH	1.8900	Guida
DDS	Stratford	Stratford- Grasso DMR	CREAM, 1/2 AND 1/2		QUART	1.7149	Guida
DDS	Stratford	Stratford- Grasso DMR	MILK, NONFAT SKIM		1/2 PINT	0.2163	Guida

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DDS	Stratford	Stratford- Grasso DMR	MILK, NONFAT SKIM		QUART	0.9953	Guida
DDS	Stratford	Stratford- Grasso DMR	2% MILK, REDUCED FAT		1/2 PINT	0.2390	Guida
DDS	Stratford	Stratford- Grasso DMR	2% MILK, REDUCED FAT		1/2 GALLON	1.8143	Guida
DDS	Stratford	Stratford- Grasso DMR	CHEESE, COTTAGE		1 POUND	2.1400	Guida
DDS	Stratford	Stratford- Grasso DMR	YOGURT, ASST. FLAVORS		8 OZ.	0.4800	Guida
DDS	Stratford	Stratford- Grasso DMR	MILK, LACTOSE REDUCED		QUART	1.8253	Guida
DDS	Stratford	Stratford- Grasso DMR	Milk, Whole		Gallon	3.6665	Guida
DDS	Stratford	Stratford- Grasso DMR	Milk, Whole		1/2 Gallon	1.9233	Guida
DDS	Stratford	Stratford- Grasso DMR	Milk, Nonfat Skim		1/2 Gallon	1.6007	Guida
DDS	Stratford	Stratford- Grasso DMR	Milk, Lactose Reduces		1/2 Pint	0.4813	Guida
DDS	Stratford	Stratford- Grasso DMR	Cottage Cheese		5 pound	8.1000	Guida
DDS	Stratford	Stratford- Grasso DMR	Butter, Salted Qtrs		1 lb	3.0000	Guida
DDS	Stratford	Stratford- Grasso DMR	Eggs. Large		Doz	1.7900	Guida
DDS	Stratford	Stratford- Grasso DMR	Ricotta Cheese		3 pound	6.6000	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CREAM, SOUR		5 POUND	5.7000	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CREAM, 1/2 AND 1/2		QUART	1.6749	Guida

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Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, CHOCOLATE LO-FAT NO MORE THAN 1% BUTTERFAT		1/2 PINT	0.2313	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, WHOLE		1/2 PINT	0.2432	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, WHOLE		1/2 GALLON	1.8166	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	2% MILK, REDUCED FAT		1/2 PINT	0.2310	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, LO-FAT 1%		1/2 PINT	0.2151	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	JUICE, ORANGE 100%		1/2 PINT	0.2860	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	JUICE, ORANGE 100%		4 OZ.	0.1600	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CHEESE, COTTAGE		5 POUND	7.5600	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CHEESE, RICOTTA		3 POUND	5.9500	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, LACTOSE REDUCED		QUART	1.6653	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	YOGURT, LO-FAT, VANILLA		6 oz	0.4800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	YOGURT, LO-FAT, PLAIN		32 OZ.	1.9500	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	YOGURT, SUGAR-FREE, ASST. FLAVORS		6 oz	0.4800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	YOGURT, LO-FAT ASST. FLAVORS		6 zo	0.4800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	CREAMER, 1/2 AND 1/2,		3/8 OZ	9.1699	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, WHOLE		Quart	1.0766	Guida

14PSX0076 Exhibit A Amendment
Final Exhibit B Price Schedule Current Accounts

Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, LO-FAT 1%		1/2 Gallon	1.5771	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Milk, Skim		1/2 Gallon	1.5107	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, WHOLE		14 oz	0.5800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Milk, Chocolate		14 oz	0.5800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Milk, Whole		16 oz	n/a	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Milk, Chocolate		16 oz	n/a	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	MILK, LACTOSE REDUCED		1/2 Pint	0.4800	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Cream, Heavy, UHT		Quart	3.1657	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Buttermilk		Quart	1.0686	Guida
DHMAS	Middletown	Middletown- CT Valley Hospital	Eggnog		Quart	2.1000	Guida
DHMAS	New Haven	CT MENTAL HEALTH	1/2 PT 2% MILK		1/2 PT	0.2320	Guida
DHMAS	New Haven	CT MENTAL HEALTH	1/2 PT FATFREE MILK		1/2 PT	0.2163	Guida
DHMAS	New Haven	CT MENTAL HEALTH	HALF & HALF CREAMERS cs/400		BOX	9.5699	Guida
DHMAS	New Haven	CT MENTAL HEALTH	ASEPTIC CREAMERS cs/360		BOX	N/A	Guida
DHMAS	New Haven	CT MENTAL HEALTH	CHOBANI ASST 6oz		6 OZ	N/A	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT BLUEBERRY 6oz		6 OZ	0.4800	Guida

14PSX0076 Exhibit A Amendment
Final Exhibit B Price Schedule Current Accounts

Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT STRAWBRY 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT PEACH 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT VANILLA 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT STR/BAN 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	LaY LIGHT CHERRY 6oz		6 OZ	0.4800	Guida
DHMAS	New Haven	CT MENTAL HEALTH	YOGURT GREEK LnF		6 OZ	1.0200	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	CIDER, APPLE		Pint	N/A	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	EGG NOG		QUART	1.9600	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	CREAM, 1/2 AND 1/2		QUART	1.6749	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	MILK, NONFAT SKIM		1/2 PINT	0.2163	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	MILK, WHOLE		GALLON	3.6665	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	2% MILK, REDUCED FAT		1/2 PINT	0.2390	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	2% MILK, REDUCED FAT		GALLON	3.2487	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	MILK, LACTOSE REDUCED		QUART	1.7953	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	YOGURT, LO-CAL, ASST. FLAVORS		8 OZ.	0.4800	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	MILK, LACTOSE REDUCED		1/2 Gallon	3.5607	Guida

14PSX0076 Exhibit A Amendment
Final Exhibit B Price Schedule Current Accounts

Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	Butter, Salted Solids		36 pound case	90.0000	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	Eggs, Large		Dozen	1.7900	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	Fruit Punch		Gallon	1.2600	Guida
DHMAS	Norwalk	Norwalk- Lower Fairfield DMR	CIDER, APPLE		1/2 Gallon	1.9600	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, BUTTERMILK		QUART	1.0617	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, CHOCOLATE LO-FAT NO MORE THAN 1% BUTTERFAT		1/2 PINT	0.2313	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, SKIM 50		1/2 PINT	0.2173	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, STRAWBERRY		1/2 PINT	0.2463	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, WHOLE		1/2 PINT	0.2463	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	MILK, WHOLE		GALLON	3.6265	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	2% MILK, REDUCED FAT		1/2 PINT	0.2330	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	CHEESE, CREAM, 1 OZ.		EACH	0.1950	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	DRINK, FRUIT PUNCH		PINT	N/A	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	DRINK, ORANGE		1/2 PINT	0.1690	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	DRINK, LEMON		PINT	N/A	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	JUICE, APPLE		10oz	N/A	Guida

14PSX0076 Exhibit A Amendment
Final Exhibit B Price Schedule Current Accounts

Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DOE	Ansonia	ANSONIA - EOBrienRVTS	SPRING WATER 12 OZ.		12 OZ	N/A	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	JUICE, ORANGE 100%		1/2 PINT	0.2900	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	CHEESE, RICOTTA		3 POUND	6.6000	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	WATER, Spring		12oz	N/A	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	YOGURT, ASST. FLAVORS		8 OZ.	0.4800	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	YOGURT, LF STRAWBERRY		8 OZ.	0.4800	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Milk, 1% Lo-Fat		Gallon	3.0143	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Milk, 1% Lo-Fat		1/2 Pint	0.2181	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Sour Cream		5 pound	5.6000	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Sour Cream		1 Pound	1.4700	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Creamers		Box	9.5699	Guida
DOE	Ansonia	ANSONIA - EOBrienRVTS	Heavy Cream UHT		Quart	3.3657	Guida
DOE	Danbury	HENRY ABOTT TECH	GAL WHOLE MILK		GAL	3.4915	Guida
DOE	Danbury	HENRY ABOTT TECH	GAL 1% MILK		GAL	3.0495	Guida
DOE	Danbury	HENRY ABOTT TECH	1/2 PT 1% MILK		1/2 PT	0.2093	Guida
DOE	Danbury	HENRY ABOTT TECH	1/2 PT CHOC MILK		1/2 PT	0.2212	Guida

14PSX0076 Exhibit A Amendment
Final Exhibit B Price Schedule Current Accounts

Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DOE	Danbury	HENRY ABOTT TECH	QT HEAVY CREAM 40% BF		QT	3.0760	Guida
DOE	Danbury	HENRY ABOTT TECH	QT BUTTERMILK		QT	1.0675	Guida
DOE	Danbury	HENRY ABOTT TECH	BLUE CHEESE CRUMBLED 5#		5#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	MOZZ OVOLINE 3# cs of 2		6#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	MASCARPONE 16oz		1#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	SOUR CREAM CABOT 5#		5#	7.3811	Guida
DOE	Danbury	HENRY ABOTT TECH	CREAM CHEESE 1oz cs/100		BOX	20.4355	Guida
DOE	Danbury	HENRY ABOTT TECH	CREAM CHEESE WHIPPED 5#		5#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	CREAM CHEESE BLOCK 3#		3#	6.1149	Guida
DOE	Danbury	HENRY ABOTT TECH	APPLE JUICE 4oz.		4 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	ORANGE JUICE 4oz		4 OZ	0.1327	Guida
DOE	Danbury	HENRY ABOTT TECH	CHOBANI ASST 6oz		6 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	4oz STRAWBERRY YOGURT		4 OZ	0.2732	Guida
DOE	Danbury	HENRY ABOTT TECH	z4oz RASPBERRY YOGURT		4 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	4oz PEACH YOGURT		4 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	4oz CHERRY VAN YOGURT		4 OZ	0.2732	Guida

14PSX0076 Exhibit A Amendment
Final Exhibit B Price Schedule Current Accounts

Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DOE	Danbury	HENRY ABOTT TECH	4oz BANANA/STRWBRY		4 OZ	0.2732	Guida
DOE	Danbury	HENRY ABOTT TECH	DAN LNF 6 oz.		6 OZ	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	YOGURT GREEK LnF		6 OZ	1.0200	Guida
DOE	Danbury	HENRY ABOTT TECH	DOZEN LARGE LOOSE EGGS		DOZEN	1.7900	Guida
DOE	Danbury	HENRY ABOTT TECH	BETTER N EGG 2#		2#	N/A	Guida
DOE	Danbury	HENRY ABOTT TECH	BUTTER QUARTERS 1#		1#	2.8500	Guida
DOE	Danbury	HENRY ABOTT TECH	16.9oz POLAND SPRINGS		16.9 OZ	0.2198	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	GAL WHOLE MILK		GAL	3.4915	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	QT HEAVY CREAM 40% BF		QT	3.0760	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	HALF & HALF CREAMERS cs/448		BOX	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	hALF & HALF CREAMERS cs/400		BOX	9.6577	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	CHEDDAR YELLOW SHRED 5#		5#	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	PARMESAN GRATED 5# BAG		5#	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	MOZZ LMWM FEA SHR 5# BAG		5#	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	FETA CHEESE 8#		8#	N/A	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	SOUR CREAM CABOT 5#		5#	5.4169	Guida

14PSX0076 Exhibit A Amendment
Final Exhibit B Price Schedule Current Accounts

Agency	City	Facility	Description	UOM	Packaging	Unit Price	Vendor
DOE	Danbury	CA AT HENRY ABOTT TECH	CREAM CHEESE BLOCK 3#		3#	6.1149	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	RICOTTA CHEESE WM 48oz		3#	6.1742	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	YOGURT FF PLAIN QT		QT	1.7495	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	DOZEN LARGE LOOSE EGGS		DOZEN	1.4432	Guida
DOE	Danbury	CA AT HENRY ABOTT TECH	BUTTER CONTINENTALS #		1#	N/A	Guida

PROPOSER NAME:		The Guida-Seibert Dairy Company	DOT ID # 061329
Delivery:	As Required	Prompt Payment Terms: 5 days or less <u>1</u> % Exception: "Exhibit B - Accounts for First Amendment for Guida's (formerly Marcus)" – no discount applies	

Pricing

Firm Fixed Pricing

While the demand for milk distribution is expected to remain stable in the near future, the Client Agency demand requirements may change from year to year. Pricing stated on the **EXHIBIT B Price Schedule – Current Accounts (Excel Spreadsheet document)**:

- [Exhibit B Price Schedule - Accounts for Guida](#)
- [Exhibit B Price Schedule – Accounts for First Amendment for Guidas \(formerly Marcus\)](#)

No minimum delivery fee or fuel surcharge will apply for the Contract.

Pricing – Incentives, Discounts, and Rebates

- Discount: Contractor has offered the following:
See "PROMPT PAYMENT TERMS" in header

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Ann Simeone
Contract Specialist

860-713-5051
Telephone Number

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

CONTRACT AWARD NO.:

14PSX0076

Contract Award Date:

1 July 2014

RFP Due Date:

2 May 2014

CONTRACT AWARD

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

DESCRIPTION: **The Purchase of Milk, Milk Products, Cream and Related Products**

FOR: All Using State Agencies and Political Subdivisions		TERM OF CONTRACT: July 1, 2014 through June 30, 2018	
		AGENCY REQUISITION NUMBER: 0000002308	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$8,500,000.00 (estimated)			\$8,500,000.00 (estimated)

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.

This Contract Award is a multiple award. All Using State Agencies and Towns and Municipalities shall review Exhibit B - Price Schedule of each Contractor to determine which location will be serviced by that Contractor.

SEE NEXT PAGE FOR LIST OF CONTRACTORS & SIGNATURE

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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 Guida-Seibert Dairy Company

Company Address: 433 Park Street, New Britain, CT 06050-2900

Tel. No.: (860) 224-2404

Tel. No.: (800) 832-8929

Tel. No.: (860) 224-2404 x 500 emergency

FAX (860) 612-5394

Contact Person: Michael Young

Contact Person: for ordering Denise
Dziarkowski (860) 224-2404 x 175

Contact Person Address: same

Company E-mail Address and/or Company Web Site: myoung@supercow.com www.supercow.com

Remittance Address: same

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

Prompt Payment Terms: 1% 5 days Net 45

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: Marcus Dairy Inc.

Company Address: 4 Eagle Road, Danbury, CT 06810

Tel. No.: (203) 748-5611

Tel. No.: (800) 243-2511

Tel. No.: Emergency: Sean (203) 948-2060

FAX (203) 791-2759

Contact Person: William Fitchett

Contact Person: for ordering Hannah
Thompson (203) 948-2060 x 312

Contact Person Address: same

Company E-mail Address and/or Company Web Site: bfitchett@marcusdairy.com www.marcusdairy.com

Remittance Address: same

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

Prompt Payment Terms: 0% 00 Net 45

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: Wades Dairy Inc.

Company Address: 1316 Barnum Avenue, Bridgeport, CT 06610

Tel. No.: (203) 579-9233

Tel. No.: (800) 247-9233

Tel. No.: (203) 913-3803 Emergency

FAX (203) 696-6121

Contact Person: Douglas H. Wade Jr.

Contact Person: for ordering Douglas H. Wade
Jr.

Contact Person Address: same

Company E-mail Address and/or Company Web Site: doug@wadesdairy.com www.wadesdairy.com

Remittance Address: same

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

Prompt Payment Terms: 0.5% 15 days Net 45

APPROVED _____

MARTIN ANDERSON

Deputy Commissioner

(Original Signature on Document in Procurement Files)

CONTRACT

14PSX0076

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

The Guida-Seibert Dairy Company

Awarded Contractor

THE PURCHASE OF MILK, MILK PRODUCTS, CREAM AND RELATED DAIRY

Contract # 14PSX0076

Contract Document

RFP-50 Rev. 4/3/14

Prev. Rev. 1/28/14

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Contract # 14PSX0076

Contract Document

RFP-50 Rev. 4/3/14

Prev. Rev. 1/28/14

This Contract (the "Contract") is made as of July 1, 2014 (Effective Date) by and between, The Guida-Seibert Dairy Company (the "Contractor,") with a principal place of business at 433 Park Street, New Britain, CT 06050-2900, acting by Michael Young, 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 Martin Anderson, its Deputy Commissioner, 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: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS 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

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.

- (e) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
- (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 submittal in response to a Request for Proposals.
- (m) **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.
- (n) **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.
- (o) **Services:** The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
- (p) **State:** The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) **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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- (r) 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 1, 2014 through June 30, 2018.
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, 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 and Additional Terms and Conditions. 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 #36. 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

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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.

Prices for certain of the Goods listed in Exhibit B are based upon the Class 1 price @ Suffolk County, MA (Boston) at 3.5% butterfat including any processor assessments reflected in the Federal Milk Order No. 1, Northeast Marketing Area (the "FEMO") in effect March 1, 2014.

Prices for certain Goods listed in Exhibit B including, but not limited to: cream, heavy or whipping; half & half; chocolate milk drink with minimum of 2.0% butterfat; skim milk; buttermilk; cottage cheese and chocolate low fat milk are based upon the raw product cost of skim and butterfat used in such Goods and reflected in the FEMO in effect March 1, 2014.

The United States Department of Agriculture adjusts the FEMO on a monthly basis and disseminates the adjustments on an advance basis on or about the 23rd of each month. Contractors may submit proposed price increases based upon subsequent FEMOs reflecting an increase in prices no later than five (5) working days prior to the end of each month. DAS shall implement such increases in its sole discretion upon receipt of all required materials. Failure to provide monthly notice of increases will result in the maintenance of then current pricing. Contractors shall submit price reductions based upon subsequent FEMOs reflecting decreases in price no later than five (5) working days prior to the end of each month. DAS shall implement such reductions immediately upon receipt. Any failure to submit price reductions reflected in a FEMO may result in a retroactive price adjustment by DAS.

Contractors shall submit price adjustments as described in the preceding paragraph electronically ann.simeone@ct.gov using an excel spreadsheet in a form acceptable to DAS. Contractors shall submit supporting FEMO documentation for any price adjustment.

Retroactive price increases will not be permitted under any circumstances.

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

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terms and conditions of the written notice shall mean, for itself and all Contractor 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.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the 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 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.
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.

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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 Termination 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, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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, DAS, 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) DAS 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 DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, 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 Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client 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 either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS 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 Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client 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 Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client 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 DAS or the Client Agency may

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request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS 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 DAS.

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 Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If 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.

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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 Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The 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 Terminate 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.
- (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 uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

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- (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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (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;

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- (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 and Exhibit A. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the 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 Contract.
- (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. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an

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expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, 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.
24. 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.
25. 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.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

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- (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 Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the 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 Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving 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 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;

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- (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 or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, 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 Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide 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 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;
- (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;

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- (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.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

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

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

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

31. Exhibits. All exhibits referred to in and attached to 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.

32. 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.

33. Non-discrimination.

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

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

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- (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

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Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's

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commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

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

34. 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

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- (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.
- (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.
35. 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.
36. 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

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If to the Contractor:

COMPANY NAME: The Guida-Seibert Dairy Company

NAME: Michael Young

ADDRESS Line 1: 433 Park Street

ADDRESS Line 2:

City, State and Zip: New Britain, CT 06050-2900

Attention: Company: The Guida-Seibert Dairy Company

Signatory Name: Michael Young

Title: President

37. 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**

38. **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.

39. **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.

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

41. **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.

42. **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.

43. **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

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General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of 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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.
44. 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 Emergency Services and Public Protection 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.
45. 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.
46. 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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47. 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.

48. 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.

49. Confidential Information. The State will afford due regard to the 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 Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the 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 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.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and

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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.

51. Cross-Default.

- (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.

52. 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.

53. 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.

54. 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.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be

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construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act.

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor 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, 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 is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor 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.

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- (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)).
- (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.

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- (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.
- (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 (l)(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.

59. 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 DAS 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 DAS, Client Agency 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 Client Agency 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 DAS, the Client

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Agency or any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

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 Guida-Seibert Dairy Company

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Michael Young

Name: Martin Anderson

Print or Type Name

Title: President

Title: Deputy Commissioner

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

DESCRIPTION OF GOODS AND SERVICES:

This Contract Award provides for a licensed Milk Dealer(s) as defined by the State's Department of Agriculture (DOA) (link: <http://www.ct.gov/doag/cwp/view.asp?a=1366&q=259012>) to provide fresh milk, milk products (exception of butter and eggs), cream, seasonal drinks and juice/flavored drinks that meet U.S. Food & Drug Administration (FDA) Food Guidelines and Regulations (link: <http://www.fda.gov/AboutFDA/Transparency/Basics/ucm195786.htm>) . In accordance with the provisions of the Health, Hunger-Free Kids Act of 2010 (link: http://www.sde.ct.gov/sde/LIB/sde/pdf/DEPS/Nutrition/OPmemos/11/OM_16_11.pdf), effective July 1, 2012, product lines included in this RFP to include fat free flavored chocolate, strawberry and vanilla milk products.

Product Demand Profile

The key sub-categories of products to be purchased as a result of this Contract Award include:

- **Fresh Milk**
- **Milk Products**
- **Cream**
- **Seasonal Drinks**
- **Juice/Flavored Drinks**

All milk and milk products will be Grade A and will meet or exceed the salient characteristics of the varieties solicited as prescribed within the Commercial Item Description(s) ("CIDs") located at:
<http://www.ams.usda.gov/AMSV1.0/Grading>

A-A-20253	Cream Cheese and Related Products
A-A-20251	Cream, Eggnog, Half and Half, and Sour Cream
A-A-20338	Milk, Fluid (Fortified with Vitamin A & Vitamin D)
A-A-20154 A	Cottage Cheese

Yogurt and Related Products will meet or exceed the salient characteristics of the AMS "USDA Specifications for Yogurt, Nonfat Yogurt and Lowfat Yogurt", effective January 19, 2001 et.seq. located at www.ams.usda.gov/dairy/yogurt/spec.pdf .

Sugar-free yogurt, various flavors: sweetened and non-sweetener (Splenda or NutraSweet) are also sought in this RFP. These products will also meet or exceed the salient characteristics of the AMS "USDA Specifications for Yogurt, Nontfat Yogurt and Lowfat Yogurt." (additional link: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRDC5103798>)

The State and Client Agencies reserve the right to promptly receive nutritional data, ingredient lists and allergen information from contractors on all food items when requested.

Silence of Specifications

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail and only

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of each contractor.

Product Availability

Contractor agree that there will be no cancellation of products to be delivered without an equal and acceptable replacement of product(s). Should a manufacturer or processor discontinue a product that is regularly ordered by a Client Agency, such notification must be communicated, in writing, to the Client Agency and the State Department of Administrative Services ("DAS") at least thirty (30) business days in advance of such discontinuation. During the notice period, the Contractor agrees to work with the State, the Client Agency and the State Food Advisory Council to identify and implement alternative options that maintain and or reduce costs associated with any replacement product. In addition, samples for testing any suggested alternative may be required by the State or Client Agency to ascertain suggested alternative product quality and acceptability before final approval for use.

Contractor may be required to purchase brand items that meet the specific needs of the State to meet the equal and acceptable replacement of the product(s).

Split(s) packaging/case(s) may also be needed for smaller Client Agencies.

Substitutions/Ordering

During the term of the contract, the Contractor shall not make any substitutions, unless the Contractor has successfully contacted the Client Agency and has received the Client Agency 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 shall not have to pay an increase or any adverse delivery charge(s) for the substitution.

Milk substitute(s) (ex., almond, soy, smartmilk, etc.) for medical reasons are not covered by this contract.

Discrepancies

The Contractor shall resolve all other discrepancies (i.e., shortages, overages, breakage, incorrect items) within same business day from notification by Client Agency. If the discrepancies cannot be resolved in that time, then the proposer shall take all steps which DAS or Client Agency deems necessary or appropriate, to resolve the discrepancies.

Returns

Products returned because of quality problems, duplicated or erroneous shipments, outdated product, etc. will be picked up by the Proposer after Client Agency notification and will be replaced with the specified products or the Client Agency will be credited/refunded for the full purchase price. Perishable dairy items must be replaced within 24 hours.

Products ordered in error by Client Agencies must be returned for credit within 48 hours from receipt. Drivers must accept product returns resulting from Client Agency error. Products must be in re-sellable condition (original container unused). The Contractor may not charge for such returns.

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

Restocking fees are not permitted.

Expiration Date(s)/See by Date/Use by Date

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All products will carry an expiration date of nine (9) or more days from the date of delivery to the Client Agency. Non-full containers shipped and delivered to Client Agencies are not acceptable.

Containers:

Contractor shall furnish all containers. The Client Agency shall not use milk crates for its own purposes either in the handling or shipping of other products in any other way. Empty milk crates will be returned to the contractor promptly.

Testing New Items

Some products may be lab tested as part of the evaluation process. In such cases, the contractor or its representatives shall pay the laboratory costs for any required test. The Contractor shall be responsible for laboratory costs necessitated by complaint (i.e., determination of wholesomeness, etc.). The State will choose and use an independent laboratory for all testing resulting from this contract.

Utilizing/Partnering Efforts with Small and/or Minority Business Opportunities:

Contractor shall provide or make a good faith effort to obtain and/or develop products from minority and or women owned businesses certified by the DAS Supplier Diversity Program. Information regarding this program can be found in the following link: <http://das.ct.gov/cr1.aspx?page=34> .

Quality Assurance Program

Contractor shall incorporate a quality assurance plan which will include service and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The plan will provide for the various tracking systems in order to provide detailed monitoring of daily operations. Client Agencies may “log on” to the website for information about the program and also view detailed product information and photographs. The plan represents an opportunity to provide examples of its innovation, alternative distribution strategies, operational opportunities, and marketing proposals.

Quality Control Plan

The Contractor’s quality control plan shall contain information on “critical” and “non-critical” practices and scenarios which must comply with the United States Department of Agriculture, (USDA) regulations related to food products. Additional information available as follows:

<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>

Standards for Storage and Warehouse Facilities

Contractor shall provide facilities for the handling, processing, warehousing and distribution of milk foods which:

- Are sanitary and free from rodent, bird, insect and other animal infestations.
- Safeguard against theft, spillage and other loss.
- Maintain foods at proper storage and delivery temperatures (per Hazard Analysis Critical Control Points (“HAACP”) ; State and Local Health Codes).
- Take other protective measures as may be necessary.

The Contractor must be a licensed public warehouse or commercial facility providing warehouse services following applicable Connecticut State Statutes and/or regulations. The Contractor may sub-lease storage space if needed within the State.

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The Contractor must have and maintain a Contractor-operated warehouse(s) that can provide for the delivery/storage of all items covered by the 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 (owned or contracted) utilized to service Client Agencies must be of adequate size to store the foods to meet Client Agency demand.

Sanitation

Federal, State and local health regulatory agencies may routinely inspect warehouses. It is required that the Contractor participates in a voluntary sanitation program.

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.

Recalled Items

When an item is recalled, Contractor must give immediate notification to Client Agency. Notification to Client Agencies must occur immediately. Client Agencies shall provide a list of those agency designated contacts upon contract award. The most up-to-date notification list must be kept by the Contractor. If changes are made, the Client Agency must notify the Contractor immediately as to the changes and when they are to occur. The Contractor will notify only the designated person(s) on the notification list of the recall. The recalled items will be held by the Client Agency until the process as to how to handle the recalled items is transmitted to the Client Agency by the Contractor(s).

HACCP Program

All products must be of a fresh, high quality and must conform and be in compliance with all applicable laws and regulations. Contractor is subject to inspection by local, state and federal agencies. Contractor shall provide most recent licenses/inspection reports and HACCP ("Hazard Analysis Critical Control Points") Certificate of Compliance. Website information regard HACCP is found at:

<http://www.fda.gov/food/guidanceregulation/haccp/ucm2006801.htm> Furthermore, products will be handled in accordance with US Department of Agriculture and/or US Food and Drug Administration (FDA) food code guidelines and food handling practices during all stages of processing, distribution and storage.

Contractor must demonstrate and have a HACCP Program in place and must be able to document that their facilities have passed a recognizable audit by the Contractor's internal management/food safety committee within six (6) months. Additional information available at:

<http://www.fda.gov/food/guidanceregulation/haccp/ucm2006801.htm> .

Emergency Plan

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The Contractor is required to have an emergency backup plan in place in the event of power outages, work stoppages, computer failures, shortages, or any other emergency situation. The Contractor's emergency plan must comply with the Department of Homeland Security guidelines. Additional information available as follows: <http://www.ct.gov/demhs/cwp/view.asp?a=1939&q=443360&demhsNav=|42956|> and/or <http://www.fema.gov/>

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.ct.gov/demhs/cwp/view.asp?a=1939&q=443360&demhsNav=|42956|>

Delivery

Delivery will be scheduled at least weekly on a schedule mutually agreed upon between the Client Agency and the Contractor and the available hours shall be between 4:00 a.m. and 1:00 p.m. Monday through Friday (during normal business days). Contractors will use reasonable, good faith efforts to make on-time deliveries.

Subject to the items and container sizes specified in the price schedule, delivery will be made in the quantity, and in the size and type of container as ordered by the Client Agency.

Milk and other dairy products will be delivered in a refrigerated truck. All products will be maintained in accordance with HACCP, local and State health department regulations and federal (FDA) guidelines. The Contractor(s) will be responsible for the delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. Any milk or milk product that fails to meet all federal, State and commercial standards of quality will be rejected by the Client Agency and will be replaced the same day.

- The Contractor will be required to service all Client Agencies wishing to use the Contract. There may be multiple drop points within each delivery location. All orders shall be delivered to the specified destination with a 98% or better fill rate, or in accordance with the pre-scheduled delivery schedule agreed upon between Proposer and Client Agency
- All orders/pieces shall be FOB destination with no charge for delivery. There will be no additional pallet charges or additional charges for inside delivery and unloading shipments at dock or designated unloading site and no minimum order requirement. There will be no "fuel surcharges".
- All orders/pieces will be labeled and packaged adequately to assure safe handling and proper delivery.
- All invoices/delivery tickets must be signed by authorized agency representative upon receipt based by agreed delivery schedule.
- The contractor must ensure that there will be no metal bands or other banned/ safety-related rods/weapon-like materials on the crates, dolly or other transport devices. Contractor must provide all delivery equipment, pallet jacks, etc.
- All products will be packaged in containers that are free from tears or objectionable odors. Containers will not show signs of being crushed or of any other abuse. They must be well sealed and completely and clearly identified using acceptable imprinted identification. The finding of any evidence of deterioration due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution, transport, delivery or holding resulting in cross contamination including contamination from non-processed

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products during storage, distribution or transport and delivery will be sufficient cause for the refusal by the Client Agency requiring the contractor to “make whole” their order.

- Contractor shall provide quality control practices for delivery.

Contractor shall notify Client Agency of any holiday changes or lengthy closures (ex. end of school year, vacations, etc.) to production/delivery schedules in writing at least 2 weeks prior to the holiday or closure. If the Contractor approaches the Client Agency to “double up” on their order in anticipation of an intermittent delivery schedule due to a holiday (or school vacation) closing or weather severity (ex. school), it will be the Contractor’s responsibility to credit Client Agency for expired product(s) when the estimated need exceeds the actual Client Agency usage.

Restricted/Secure delivery:

Some Client Agencies sites are secure facilities. Examples include the Department of Correction (DOC), the Connecticut Juvenile Training School (CJTS) and local schools. All of the contractor’s employees who work at these locations may be expected to submit to a background check. Prior to commencing work, the Contractor must provide the necessary information required for this purpose, including but not limited to Department of Motor Vehicle (DMV) driver’s license number. Only Contractor’s employees and Contractor’s subcontractors whose names are on the approved list submitted and approved by the agency (authorized personnel) will be allowed on the sites. Any Contractor (this also includes subcontractor if applicable) employee who is not on the Client Agency’s-approved list (as amended from time to time) will be escorted off the grounds. The Contractor must replace the removed Contractor employee/subcontractor with approved personnel within four hours of being notified.

Additional Contractor’s employees can be added with no less than 14 days advance written notice and be subject to the above referenced background checks. The Contractor must notify the Client Agency in writing within 24 hours when any approved employee is no longer employed by the Contractor. No unauthorized personnel (or their pets/animals) will be permitted on grounds.

Absolutely no cell phones are permitted inside restricted/secure Client Agencies. Photographs/filming of facilities, clients, staff, attendees, documents, or contents within facilities or on facility grounds are forbidden.

Please also refer to **ADDITIONAL TERMS AND CONDITIONS** page 15 of 18 for additional Department of Correction requirements.

Customer Service/Contract Information

The Contractor shall provide each of the designated Client Agencies a single, local point of contact – a dedicated customer a service representative (each a “Customer Service Representative”) (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 must have on-line access to information to provide immediate response to inquiries concerning the status of regularly scheduled product distribution, emergency service requests, State contract pricing, contracted services/exclusions, contract compliance requirements, and general service information. Representatives should be available by telephone (Connecticut or toll free (800) number preferred), as well as via fax, or email. The Customer Service contact must be reachable Monday through Friday from 8:00 AM to 5:00 PM EST.

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

Emergency Contact(s)

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The Contractor is required to provide emergency telephone numbers and contact personnel that are available 24 hours, 7 days per week, including holidays. Contractor shall be responsible to provide this information prior to the contract award and from time to time as applicable.

Food Advisory Council

DAS will facilitate and maintain the Food Advisory Council ("Council") for items covered by this Contract. The Committee will generally meet on the first Thursday of every month to discuss and set standards and specifications. The Committee will also evaluate food and related items and view presentations by brokers, manufacturer's representatives, etc. that pertain to the contract (example, top sellers and new or comparable items that may positively affect pricing).

The Contractor's designated Customer Service Representative may be required to attend Committee meetings. This person will also discuss new items, standards, current industry trends, etc., but shall have no voting privileges.

Training Sessions Provided by Contractor

Contractor shall provide training sessions to the State of Connecticut at no cost either at the Contractor's location or a State location. Below are suggested topics/examples and proposer is encouraged to provide additional training programs at no cost to the Client Agency:

- Proper Product Storage
- Contractor Site Tour (production, warehouse, etc.)
- How to navigate Proposers Website
- K-12 School Specialist "CT Approved Products" etc.

Reporting

The Contractor will be required to submit activity reports in Microsoft Excel to DAS and each Client Agency, on a monthly, quarterly and annual basis. The reports will contain but are not limited to the following information:

- Sales by volume for each State Client Agency; reports shall list each item sold, including manufacturer and stock number, description, unit of issue, average unit price, quantity sold
- Consolidated sales reports summarizing the sales to all State agencies and separate consolidated sales reports summarizing the sales to all political subdivisions and not-for-profit organizations with the same information as listed above.
- Reports detailing the purchase by sales of small and minority businesses certified by DAS Supplier Diversity.
- Fill rate reports
- CT grown purchases
- Increase/decrease by dollar amount price reports
- Dairy trend analysis reports (weekly)
- Other reports, as requested by DAS

These reports shall be in the format approved in advance in writing by the DAS contact responsible for this contract.

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E-Commerce; CORE-CT – PeopleSoft ERP System

On July 1, 2003, the State of Connecticut began utilizing an internet-based E-Procurement ordering system (PeopleSoft), known as Core-CT. With Core-CT, purchase orders will be electronically transmitted or faxed to the Contractor.

Contractor receiving awards from this Contract may be required to use this service or any updated and/or replacement service designated by the State during the contract term to receive orders from the State of Connecticut.

Under the current contract the State is utilizing an internal ordering system that has an approval process generated by e-mail to appropriate Client Agency approvers. A Purchase Order is generated after the approval process and is entered into the Contractor ordering system prior to encumbering funds and dispatching the order to the Contractor.

Ordering System: Contractor must have an internet based ordering system that the State of Connecticut can 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 must be capable of electronic order approval and must have e-mail based notification functionality. The internet ordering system must also contain a field where the State of Connecticut personnel can enter their PeopleSoft/Oracle purchase order number this number contains a 5 character business unit designation followed by a 10 digit purchase order number.

The following features pertain to the ordering system:

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

Yes

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”?

No

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

Yes

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

Yes

Please describe your approval process: number of levels of approval, the number of e-mail addresses that can be entered for notification.

Auto import, 0 approval, 3 e-mail addresses for notification

Please describe your check out procedures.

Select products, quantity, then submit

Please describe your edit order functionality.

Cutoff time is 1:00 p.m. for next scheduled deliver. If ticket and load sheet not generated change can be made.

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Please describe your delete order functionality.

Cutoff time is 1:00 p.m. for next scheduled deliver. If ticket and load sheet not generated change can be made.

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, calendar function

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

1 account, 1 order

Please detail any order tracking functionality for your system.

None

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

Ticket history

Is your system capable of ordering splits of products?

Yes

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

No, browser friendly

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

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

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

Sunday

What are the normal hours of your customer support center?

8:30 a.m. – 5:00 p.m.

Is there a toll free customer support telephone number?

(800) 832-8929

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

Yes

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

Yes

Please detail your order deadlines and time frames for delivery.

1:00 p.m. cutoff for next day delivery.

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The Contractor will be required to establish/offer a training program as part of the contract award to be in compliance with the CORE-CT-compatible 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 CORE-CT-compatible system expenses shall be borne by the Contractor.

Purchase Orders

Purchase orders will be issued by each specific Client Agency for products and services related to this contract. Proposers are cautioned not to perform services without receiving a purchase order. Questions regarding purchase orders should be directed to the issuing Client Agency.

Invoicing

Contractor(s) will issue a single invoice per purchase order to each Client Agency on for products delivered to the Client Agency. Invoice is to be itemized with dollar amount, date, and type of products and services provided to each Client Agency for the billing period. Invoice MUST also include Client Agency name, product description, quantity purchased, unit price, extended price, invoice number, and purchase order number.

Tax Exemption

Products and services covered by this proposal are exempt from all Federal and State Taxes (including sales taxes). Such taxes may not be included in prices quoted, nor added to any invoice associated with a purchase made under the resulting agreement.

Payment Options

The Client Agency pay by check, electronic funds transfer, or with the State's authorized procurement (credit) card. The Contractor(s) must be a Comptroller approved service provider entitled to be paid using the procurement card and must be able to accept the State's credit card.

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ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

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

(b) Mandatory Extension to State Entities

Contractor shall offer and extend the contract (including pricing, terms and conditions) to political sub-Divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

(c) 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.

(d) P-Card (Purchasing MasterCard Credit Card)

Purchases made by the Client Agency from the Contractor that are less than \$1,000 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(e) Subcontractors

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

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

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(f) Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

(g) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Driver's License Number
 - 5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.

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- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

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“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.] The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class “A” misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class “B” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.

2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

PROPOSER NAME:		The Guida-Seibert Dairy Company	DOT ID # 061329
Delivery:	As Required	Prompt Payment Terms: 5 days or less <u>1</u> %	

Pricing

Firm Fixed Pricing

While the demand for milk distribution is expected to remain stable in the near future, the Client Agency demand requirements may change from year to year. Pricing stated on the **EXHIBIT B Price Schedule – Current Accounts (Excel Spreadsheet document)**:

- [Exhibit B Price Schedule - Accounts for Guida](#)

No minimum delivery fee or fuel surcharge will apply for the Contract.

Pricing – Incentives, Discounts, and Rebates

- Discount: Contractor has offered the following:
See “**PROMPT PAYMENT TERMS**” in header



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

14PSX0076

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Marcus Dairy Inc.

Awarded Contractor

THE PURCHASE OF MILK, MILK PRODUCTS, CREAM AND RELATED DAIRY

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This Contract (the "Contract") is made as of July 1, 2014 (Effective Date) by and between, Marcus Dairy Inc. (the "Contractor,") with a principal place of business at 4 Eagle Road, Danbury, CT 06810, acting by William Fitchett, its VP/GM, 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 Martin Anderson, its Deputy Commissioner, 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: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS 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

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.

- (e) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
- (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 submittal in response to a Request for Proposals.
- (m) **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.
- (n) **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.
- (o) **Services:** The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
- (p) **State:** The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) **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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- (r) 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 1, 2014 through June 30, 2018.
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, 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 and Additional Terms and Conditions. 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

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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.

Prices for certain of the Goods listed in Exhibit B are based upon the Class 1 price @ Suffolk County, MA (Boston) at 3.5% butterfat including any processor assessments reflected in the Federal Milk Order No. 1, Northeast Marketing Area (the "FEMO") in effect March 1, 2014.

Prices for certain Goods listed in Exhibit B including, but not limited to: cream, heavy or whipping; half & half; chocolate milk drink with minimum of 2.0% butterfat; skim milk; buttermilk; cottage cheese and chocolate low fat milk are based upon the raw product cost of skim and butterfat used in such Goods and reflected in the FEMO in effect March 1, 2014.

The United States Department of Agriculture adjusts the FEMO on a monthly basis and disseminates the adjustments on an advance basis on or about the 23rd of each month. Contractors may submit proposed price increases based upon subsequent FEMOs reflecting an increase in prices no later than five (5) working days prior to the end of each month. DAS shall implement such increases in its sole discretion upon receipt of all required materials. Failure to provide monthly notice of increases will result in the maintenance of then current pricing. Contractors shall submit price reductions based upon subsequent FEMOs reflecting decreases in price no later than five (5) working days prior to the end of each month. DAS shall implement such reductions immediately upon receipt. Any failure to submit price reductions reflected in a FEMO may result in a retroactive price adjustment by DAS.

Contractors shall submit price adjustments as described in the preceding paragraph electronically ann.simeone@ct.gov using an excel spreadsheet in a form acceptable to DAS. Contractors shall submit supporting FEMO documentation for any price adjustment.

Retroactive price increases will not be permitted under any circumstances.

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

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terms and conditions of the written notice shall mean, for itself and all Contractor 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.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the 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 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.
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.

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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 Termination 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, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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, DAS, 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) DAS 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 DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, 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 Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client 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 either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS 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 Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client 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 Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client 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 DAS or the Client Agency may

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request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS 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 DAS.
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 Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If 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.

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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 Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The 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 Terminate 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.
- (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 uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

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- (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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
17. Contractor Guaranties. Contractor shall:
- (a) Perform fully under the Contract;
 - (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;

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- (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 and Exhibit A. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the 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 Contract.
- (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. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an

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expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, 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.
24. 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.
25. 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.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

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- (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 Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the 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 Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving 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 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;

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- (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 or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, 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 Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide 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 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;
- (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;

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- (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.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

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

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

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

31. Exhibits. All exhibits referred to in and attached to 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.

32. 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.

33. Non-discrimination.

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

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

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(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

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Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's

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commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

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

34. 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

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- (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.
- (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.
35. 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.
36. 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

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If to the Contractor:

COMPANY NAME: Marcus Dairy Inc.

NAME: William Fitchett

ADDRESS Line 1: 4 Eagle Road

ADDRESS Line 2:

City, State and Zip: Danbury, CT 06810

Attention: Company: Marcus Dairy Inc.

Signatory Name: William Fitchett

Title: VP/GM

37. 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**

38. **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.

39. **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.

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

41. **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.

42. **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.

43. **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

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General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of 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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.
44. 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 Emergency Services and Public Protection 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.
45. 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.
46. 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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47. 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.

48. 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.

49. Confidential Information. The State will afford due regard to the 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 Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the 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 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.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and

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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.

51. Cross-Default.

- (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.

52. 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.

53. 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.

54. 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.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be

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construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor 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, 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 is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor 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 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)).
- (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.

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- (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.
- (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 (l)(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 in 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.

59. 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 DAS 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 DAS, Client Agency 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 Client Agency 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 DAS, the Client

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Agency or any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

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.

Marcus Dairy Inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: William Fitchett

Name: Martin Anderson

Print or Type Name

Title: VP/GM

Title: Deputy Commissioner

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

DESCRIPTION OF GOODS AND SERVICES:

This Contract Award provides for a licensed Milk Dealer(s) as defined by the State's Department of Agriculture (DOA) (link: <http://www.ct.gov/doag/cwp/view.asp?a=1366&q=259012>) to provide fresh milk, milk products (exception of butter and eggs), cream, seasonal drinks and juice/flavored drinks that meet U.S. Food & Drug Administration (FDA) Food Guidelines and Regulations (link: <http://www.fda.gov/AboutFDA/Transparency/Basics/ucm195786.htm>) . In accordance with the provisions of the Health, Hunger-Free Kids Act of 2010 (link: http://www.sde.ct.gov/sde/LIB/sde/pdf/DEPS/Nutrition/OPmemos/11/OM_16_11.pdf), effective July 1, 2012, product lines included in this RFP to include fat free flavored chocolate, strawberry and vanilla milk products.

Product Demand Profile

The key sub-categories of products to be purchased as a result of this Contract Award include:

- **Fresh Milk**
- **Milk Products**
- **Cream**
- **Seasonal Drinks**
- **Juice/Flavored Drinks**

All milk and milk products will be Grade A and will meet or exceed the salient characteristics of the varieties solicited as prescribed within the Commercial Item Description(s) ("CIDs") located at:
<http://www.ams.usda.gov/AMSV1.0/Grading>

A-A-20253	Cream Cheese and Related Products
A-A-20251	Cream, Eggnog, Half and Half, and Sour Cream
A-A-20338	Milk, Fluid (Fortified with Vitamin A & Vitamin D)
A-A-20154 A	Cottage Cheese

Yogurt and Related Products will meet or exceed the salient characteristics of the AMS "USDA Specifications for Yogurt, Nonfat Yogurt and Lowfat Yogurt", effective January 19, 2001 et.seq. located at www.ams.usda.gov/dairy/yogurt/spec.pdf .

Sugar-free yogurt, various flavors: sweetened and non-sweetener (Splenda or NutraSweet) are also sought in this RFP. These products will also meet or exceed the salient characteristics of the AMS "USDA Specifications for Yogurt, Nontfat Yogurt and Lowfat Yogurt." (additional link: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRDC5103798>)

The State and Client Agencies reserve the right to promptly receive nutritional data, ingredient lists and allergen information from contractors on all food items when requested.

Silence of Specifications

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail and only

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of each contractor.

Product Availability

Contractor agree that there will be no cancellation of products to be delivered without an equal and acceptable replacement of product(s). Should a manufacturer or processor discontinue a product that is regularly ordered by a Client Agency, such notification must be communicated, in writing, to the Client Agency and the State Department of Administrative Services ("DAS") at least thirty (30) business days in advance of such discontinuation. During the notice period, the Contractor agrees to work with the State, the Client Agency and the State Food Advisory Council to identify and implement alternative options that maintain and or reduce costs associated with any replacement product. In addition, samples for testing any suggested alternative may be required by the State or Client Agency to ascertain suggested alternative product quality and acceptability before final approval for use.

Contractor may be required to purchase brand items that meet the specific needs of the State to meet the equal and acceptable replacement of the product(s).

Split(s) packaging/case(s) may also be needed for smaller Client Agencies.

Substitutions/Ordering

During the term of the contract, the Contractor shall not make any substitutions, unless the Contractor has successfully contacted the Client Agency and has received the Client Agency 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 shall not have to pay an increase or any adverse delivery charge(s) for the substitution.

Milk substitute(s) (ex., almond, soy, smartmilk, etc.) for medical reasons are not covered by this contract.

Discrepancies

The Contractor shall resolve all other discrepancies (i.e., shortages, overages, breakage, incorrect items) within same business day from notification by Client Agency. If the discrepancies cannot be resolved in that time, then the proposer shall take all steps which DAS or Client Agency deems necessary or appropriate, to resolve the discrepancies.

Returns

Products returned because of quality problems, duplicated or erroneous shipments, outdated product, etc. will be picked up by the Proposer after Client Agency notification and will be replaced with the specified products or the Client Agency will be credited/refunded for the full purchase price. Perishable dairy items must be replaced within 24 hours.

Products ordered in error by Client Agencies must be returned for credit within 48 hours from receipt. Drivers must accept product returns resulting from Client Agency error. Products must be in re-sellable condition (original container unused). The Contractor may not charge for such returns.

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

Restocking fees are not permitted.

Expiration Date(s)/See by Date/Use by Date

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All products will carry an expiration date of nine (9) or more days from the date of delivery to the Client Agency. Non-full containers shipped and delivered to Client Agencies are not acceptable.

Containers:

Contractor shall furnish all containers. The Client Agency shall not use milk crates for its own purposes either in the handling or shipping of other products in any other way. Empty milk crates will be returned to the contractor promptly.

Testing New Items

Some products may be lab tested as part of the evaluation process. In such cases, the contractor or its representatives shall pay the laboratory costs for any required test. The Contractor shall be responsible for laboratory costs necessitated by complaint (i.e., determination of wholesomeness, etc.). The State will choose and use an independent laboratory for all testing resulting from this contract.

Utilizing/Partnering Efforts with Small and/or Minority Business Opportunities:

Contractor shall provide or make a good faith effort to obtain and/or develop products from minority and or women owned businesses certified by the DAS Supplier Diversity Program. Information regarding this program can be found in the following link: <http://das.ct.gov/cr1.aspx?page=34> .

Quality Assurance Program

Contractor shall incorporate a quality assurance plan which will include service and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The plan will provide for the various tracking systems in order to provide detailed monitoring of daily operations. Client Agencies may “log on” to the website for information about the program and also view detailed product information and photographs. The plan represents an opportunity to provide examples of its innovation, alternative distribution strategies, operational opportunities, and marketing proposals.

Quality Control Plan

The Contractor’s quality control plan shall contain information on “critical” and “non-critical” practices and scenarios which must comply with the United States Department of Agriculture, (USDA) regulations related to food products. Additional information available as follows:

<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>

Standards for Storage and Warehouse Facilities

Contractor shall provide facilities for the handling, processing, warehousing and distribution of milk foods which:

- Are sanitary and free from rodent, bird, insect and other animal infestations.
- Safeguard against theft, spillage and other loss.
- Maintain foods at proper storage and delivery temperatures (per Hazard Analysis Critical Control Points (“HAACP”) ; State and Local Health Codes).
- Take other protective measures as may be necessary.

The Contractor must be a licensed public warehouse or commercial facility providing warehouse services following applicable Connecticut State Statutes and/or regulations. The Contractor may sub-lease storage space if needed within the State.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

The Contractor must have and maintain a Contractor-operated warehouse(s) that can provide for the delivery/storage of all items covered by the 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 (owned or contracted) utilized to service Client Agencies must be of adequate size to store the foods to meet Client Agency demand.

Sanitation

Federal, State and local health regulatory agencies may routinely inspect warehouses. It is required that the Contractor participates in a voluntary sanitation program.

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.

Recalled Items

When an item is recalled, Contractor must give immediate notification to Client Agency. Notification to Client Agencies must occur immediately. Client Agencies shall provide a list of those agency designated contacts upon contract award. The most up-to-date notification list must be kept by the Contractor. If changes are made, the Client Agency must notify the Contractor immediately as to the changes and when they are to occur. The Contractor will notify only the designated person(s) on the notification list of the recall. The recalled items will be held by the Client Agency until the process as to how to handle the recalled items is transmitted to the Client Agency by the Contractor(s).

HACCP Program

All products must be of a fresh, high quality and must conform and be in compliance with all applicable laws and regulations. Contractor is subject to inspection by local, state and federal agencies. Contractor shall provide most recent licenses/inspection reports and HACCP ("Hazard Analysis Critical Control Points") Certificate of Compliance. Website information regard HACCP is found at:

<http://www.fda.gov/food/guidanceregulation/haccp/ucm2006801.htm> Furthermore, products will be handled in accordance with US Department of Agriculture and/or US Food and Drug Administration (FDA) food code guidelines and food handling practices during all stages of processing, distribution and storage.

Contractor must demonstrate and have a HACCP Program in place and must be able to document that their facilities have passed a recognizable audit by the Contractor's internal management/food safety committee within six (6) months. Additional information available at:

<http://www.fda.gov/food/guidanceregulation/haccp/ucm2006801.htm> .

Emergency Plan

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

The Contractor is required to have an emergency backup plan in place in the event of power outages, work stoppages, computer failures, shortages, or any other emergency situation. The Contractor's emergency plan must comply with the Department of Homeland Security guidelines. Additional information available as follows: <http://www.ct.gov/demhs/cwp/view.asp?a=1939&q=443360&demhsNav=42956> and/or <http://www.fema.gov/>

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.ct.gov/demhs/cwp/view.asp?a=1939&q=443360&demhsNav=42956>

Delivery

Delivery will be scheduled at least weekly on a schedule mutually agreed upon between the Client Agency and the Contractor and the available hours shall be between 4:00 a.m. and 1:00 p.m. Monday through Friday (during normal business days). Contractors will use reasonable, good faith efforts to make on-time deliveries.

Subject to the items and container sizes specified in the price schedule, delivery will be made in the quantity, and in the size and type of container as ordered by the Client Agency.

Milk and other dairy products will be delivered in a refrigerated truck. All products will be maintained in accordance with HACCP, local and State health department regulations and federal (FDA) guidelines. The Contractor(s) will be responsible for the delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. Any milk or milk product that fails to meet all federal, State and commercial standards of quality will be rejected by the Client Agency and will be replaced the same day.

- The Contractor will be required to service all Client Agencies wishing to use the Contract. There may be multiple drop points within each delivery location. All orders shall be delivered to the specified destination with a 98% or better fill rate, or in accordance with the pre-scheduled delivery schedule agreed upon between Proposer and Client Agency
- All orders/pieces shall be FOB destination with no charge for delivery. There will be no additional pallet charges or additional charges for inside delivery and unloading shipments at dock or designated unloading site and no minimum order requirement. There will be no "fuel surcharges".
- All orders/pieces will be labeled and packaged adequately to assure safe handling and proper delivery.
- All invoices/delivery tickets must be signed by authorized agency representative upon receipt based by agreed delivery schedule.
- The contractor must ensure that there will be no metal bands or other banned/ safety-related rods/weapon-like materials on the crates, dolly or other transport devices. Contractor must provide all delivery equipment, pallet jacks, etc.
- All products will be packaged in containers that are free from tears or objectionable odors. Containers will not show signs of being crushed or of any other abuse. They must be well sealed and completely and clearly identified using acceptable imprinted identification. The finding of any evidence of deterioration due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution, transport, delivery or holding resulting in cross contamination including contamination from non-processed

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products during storage, distribution or transport and delivery will be sufficient cause for the refusal by the Client Agency requiring the contractor to “make whole” their order.

- Contractor shall provide quality control practices for delivery.

Contractor shall notify Client Agency of any holiday changes or lengthy closures (ex. end of school year, vacations, etc.) to production/delivery schedules in writing at least 2 weeks prior to the holiday or closure. If the Contractor approaches the Client Agency to “double up” on their order in anticipation of an intermittent delivery schedule due to a holiday (or school vacation) closing or weather severity (ex. school), it will be the Contractor’s responsibility to credit Client Agency for expired product(s) when the estimated need exceeds the actual Client Agency usage.

Restricted/Secure delivery:

Some Client Agencies sites are secure facilities. Examples include the Department of Correction (DOC), the Connecticut Juvenile Training School (CJTS) and local schools. All of the contractor’s employees who work at these locations may be expected to submit to a background check. Prior to commencing work, the Contractor must provide the necessary information required for this purpose, including but not limited to Department of Motor Vehicle (DMV) driver’s license number. Only Contractor’s employees and Contractor’s subcontractors whose names are on the approved list submitted and approved by the agency (authorized personnel) will be allowed on the sites. Any Contractor (this also includes subcontractor if applicable) employee who is not on the Client Agency’s-approved list (as amended from time to time) will be escorted off the grounds. The Contractor must replace the removed Contractor employee/subcontractor with approved personnel within four hours of being notified.

Additional Contractor’s employees can be added with no less than 14 days advance written notice and be subject to the above referenced background checks. The Contractor must notify the Client Agency in writing within 24 hours when any approved employee is no longer employed by the Contractor. No unauthorized personnel (or their pets/animals) will be permitted on grounds.

Absolutely no cell phones are permitted inside restricted/secure Client Agencies. Photographs/filming of facilities, clients, staff, attendees, documents, or contents within facilities or on facility grounds are forbidden.

Please also refer to **ADDITIONAL TERMS AND CONDITIONS** page 15 of 18 for additional Department of Correction requirements.

Customer Service/Contract Information

The Contractor shall provide each of the designated Client Agencies a single, local point of contact – a dedicated customer a service representative (each a “Customer Service Representative”) (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 must have on-line access to information to provide immediate response to inquiries concerning the status of regularly scheduled product distribution, emergency service requests, State contract pricing, contracted services/exclusions, contract compliance requirements, and general service information. Representatives should be available by telephone (Connecticut or toll free (800) number preferred), as well as via fax, or email. The Customer Service contact must be reachable Monday through Friday from 8:00 AM to 5:00 PM EST.

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

Emergency Contact(s)

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

The Contractor is required to provide emergency telephone numbers and contact personnel that are available 24 hours, 7 days per week, including holidays. Contractor shall be responsible to provide this information prior to the contract award and from time to time as applicable.

Food Advisory Council

DAS will facilitate and maintain the Food Advisory Council ("Council") for items covered by this Contract. The Committee will generally meet on the first Thursday of every month to discuss and set standards and specifications. The Committee will also evaluate food and related items and view presentations by brokers, manufacturer's representatives, etc. that pertain to the contract (example, top sellers and new or comparable items that may positively affect pricing).

The Contractor's designated Customer Service Representative may be required to attend Committee meetings. This person will also discuss new items, standards, current industry trends, etc., but shall have no voting privileges.

Training Sessions Provided by Contractor

Contractor shall provide training sessions to the State of Connecticut at no cost either at the Contractor's location or a State location. Below are suggested topics/examples and proposer is encouraged to provide additional training programs at no cost to the Client Agency:

- Proper Product Storage
- Contractor Site Tour (production, warehouse, etc.)
- How to navigate Proposers Website
- K-12 School Specialist "CT Approved Products" etc.

Reporting

The Contractor will be required to submit activity reports in Microsoft Excel to DAS and each Client Agency, on a monthly, quarterly and annual basis. The reports will contain but are not limited to the following information:

- Sales by volume for each State Client Agency; reports shall list each item sold, including manufacturer and stock number, description, unit of issue, average unit price, quantity sold
- Consolidated sales reports summarizing the sales to all State agencies and separate consolidated sales reports summarizing the sales to all political subdivisions and not-for-profit organizations with the same information as listed above.
- Reports detailing the purchase by sales of small and minority businesses certified by DAS Supplier Diversity.
- Fill rate reports
- CT grown purchases
- Increase/decrease by dollar amount price reports
- Dairy trend analysis reports (weekly)
- Other reports, as requested by DAS

These reports shall be in the format approved in advance in writing by the DAS contact responsible for this contract.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

E-Commerce; CORE-CT – PeopleSoft ERP System

On July 1, 2003, the State of Connecticut began utilizing an internet-based E-Procurement ordering system (PeopleSoft), known as Core-CT. With Core-CT, purchase orders will be electronically transmitted or faxed to the Contractor.

Contractor receiving awards from this Contract may be required to use this service or any updated and/or replacement service designated by the State during the contract term to receive orders from the State of Connecticut.

Under the current contract the State is utilizing an internal ordering system that has an approval process generated by e-mail to appropriate Client Agency approvers. A Purchase Order is generated after the approval process and is entered into the Contractor ordering system prior to encumbering funds and dispatching the order to the Contractor.

Ordering System: Contractor must have an internet based ordering system that the State of Connecticut can 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 must be capable of electronic order approval and must have e-mail based notification functionality. The internet ordering system must also contain a field where the State of Connecticut personnel can enter their PeopleSoft/Oracle purchase order number this number contains a 5 character business unit designation followed by a 10 digit purchase order number.

The following features pertain to the ordering system:

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

Yes

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”?

No

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

Yes

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

Yes

Please describe your approval process: number of levels of approval, the number of e-mail addresses that can be entered for notification.

Auto import, 0 approval, 3 e-mail addresses for notification

Please describe your check out procedures.

Select products, quantity, then submit

Please describe your edit order functionality.

Cutoff time is 1:00 p.m. for next scheduled deliver. If ticket and load sheet not generated change can be made.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Please describe your delete order functionality.

Cutoff time is 1:00 p.m. for next scheduled deliver. If ticket and load sheet not generated change can be made.

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, calendar function

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

1 account, 1 order

Please detail any order tracking functionality for your system.

None

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

Ticket history

Is your system capable of ordering splits of products?

Yes

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

No, browser friendly

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

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

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

Sunday

What are the normal hours of your customer support center?

8:30 a.m. – 5:00 p.m.

Is there a toll free customer support telephone number?

(800) 832-8929

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

Yes

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

Yes

Please detail your order deadlines and time frames for delivery.

1:00 p.m. cutoff for next day delivery.

**EXHIBIT B, RFP-16
PRICE SCHEDULE**

RFP NO: 14PSX0076

PROPOSER NAME:		Marcus Dairy Inc.	DOT ID # 017829
Delivery:	As Required	Prompt Payment Terms: N/A	

Pricing

Firm Fixed Pricing

While the demand for milk distribution is expected to remain stable in the near future, the Client Agency demand requirements may change from year to year. Pricing stated on the **EXHIBIT B PRICE SCHEDULE Current State Accounts (Excel Spreadsheet document)**:

- [Exhibit B Price Schedule – Accounts for Marcus](#)

No minimum delivery fee or fuel surcharge will apply for the Contract.



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

14PSX0076

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Wades Dairy Inc.

Awarded Contractor

THE PURCHASE OF MILK, MILK PRODUCTS, CREAM AND RELATED DAIRY

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This Contract (the "Contract") is made as of July 1, 2014 (Effective Date) by and between, Wades Dairy Inc. (the "Contractor,") with a principal place of business at 1316 Barnum Avenue, Bridgeport, CT 06610, acting by Douglas H. Wade Jr., 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 Martin Anderson, its Deputy Commissioner, 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: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
 - (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Client Agency or DAS 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

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.

- (e) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
- (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 submittal in response to a Request for Proposals.
- (m) **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.
- (n) **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.
- (o) **Services:** The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
- (p) **State:** The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) **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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- (r) 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 1, 2014 through June 30, 2018.
DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, 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 and Additional Terms and Conditions. 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

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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.

Prices for certain of the Goods listed in Exhibit B are based upon the Class 1 price @ Suffolk County, MA (Boston) at 3.5% butterfat including any processor assessments reflected in the Federal Milk Order No. 1, Northeast Marketing Area (the "FEMO") in effect March 1, 2014.

Prices for certain Goods listed in Exhibit B including, but not limited to: cream, heavy or whipping; half & half; chocolate milk drink with minimum of 2.0% butterfat; skim milk; buttermilk; cottage cheese and chocolate low fat milk are based upon the raw product cost of skim and butterfat used in such Goods and reflected in the FEMO in effect March 1, 2014.

The United States Department of Agriculture adjusts the FEMO on a monthly basis and disseminates the adjustments on an advance basis on or about the 23rd of each month. Contractors may submit proposed price increases based upon subsequent FEMOs reflecting an increase in prices no later than five (5) working days prior to the end of each month. DAS shall implement such increases in its sole discretion upon receipt of all required materials. Failure to provide monthly notice of increases will result in the maintenance of then current pricing. Contractors shall submit price reductions based upon subsequent FEMOs reflecting decreases in price no later than five (5) working days prior to the end of each month. DAS shall implement such reductions immediately upon receipt. Any failure to submit price reductions reflected in a FEMO may result in a retroactive price adjustment by DAS.

Contractors shall submit price adjustments as described in the preceding paragraph electronically ann.simeone@ct.gov using an excel spreadsheet in a form acceptable to DAS. Contractors shall submit supporting FEMO documentation for any price adjustment.

Retroactive price increases will not be permitted under any circumstances.

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

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terms and conditions of the written notice shall mean, for itself and all Contractor 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.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the 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 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.
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.

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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 Termination 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, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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, DAS, 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) DAS 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 DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, 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 Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client 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 either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS 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 Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client 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 Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client 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 DAS or the Client Agency may

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request.

- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS 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 DAS.

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 Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If 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.

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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 Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The 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 Terminate 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.
- (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 uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

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- (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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (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;

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- (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 and Exhibit A. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the 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 Contract.
- (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. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an

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expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, 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.
24. 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.
25. 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.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

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- (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 Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the 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 Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving 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 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;

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- (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 or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, 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 Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide 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 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;
- (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;

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- (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.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

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

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

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

31. Exhibits. All exhibits referred to in and attached to 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.

32. 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.

33. Non-discrimination.

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

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

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- (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

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Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's

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commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

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

34. 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

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- (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.
- (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.
35. 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.
36. 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

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If to the Contractor:

COMPANY NAME: Wades Dairy Inc.

NAME: Douglas H. Wade Jr.

ADDRESS Line 1: 1315 Barnum Avenue

ADDRESS Line 2:

City, State and Zip: Bridgeport, CT 06610

Attention: Company: Wades Dairy Inc.

Signatory Name: Douglas H. Wade Jr.

Title: President

37. 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**

38. **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.

39. **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.

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

41. **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.

42. **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.

43. **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

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General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of 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 Contract, or (ii) the expiration or earlier termination of this Contract, 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.
44. 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 Emergency Services and Public Protection 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.
45. 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.
46. 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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47. 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.

48. 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.

49. Confidential Information. The State will afford due regard to the 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 Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the 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 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.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and

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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.

51. Cross-Default.

- (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.

52. 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.

53. 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.

54. 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.

55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be

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construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

56. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

58. Health Insurance Portability and Accountability Act.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor 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, 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 is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor 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 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)).
- (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.

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- (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.
- (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 (l)(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.

59. 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 DAS 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 DAS, Client Agency 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 Client Agency 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 DAS, the Client

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Agency or any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

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.

Wades Dairy Inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Name: Douglas H. Wade Jr.

Name: Martin Anderson

Print or Type Name

Title: President

Title: Deputy Commissioner

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

DESCRIPTION OF GOODS AND SERVICES:

This Contract Award provides for a licensed Milk Dealer(s) as defined by the State's Department of Agriculture (DOA) (link: <http://www.ct.gov/doag/cwp/view.asp?a=1366&q=259012>) to provide fresh milk, milk products (exception of butter and eggs), cream, seasonal drinks and juice/flavored drinks that meet U.S. Food & Drug Administration (FDA) Food Guidelines and Regulations (link: <http://www.fda.gov/AboutFDA/Transparency/Basics/ucm195786.htm>) . In accordance with the provisions of the Health, Hunger-Free Kids Act of 2010 (link: http://www.sde.ct.gov/sde/LIB/sde/pdf/DEPS/Nutrition/OPmemos/11/OM_16_11.pdf), effective July 1, 2012, product lines included in this RFP to include fat free flavored chocolate, strawberry and vanilla milk products.

Product Demand Profile

The key sub-categories of products to be purchased as a result of this Contract Award include:

- **Fresh Milk**
- **Milk Products**
- **Cream**
- **Seasonal Drinks**
- **Juice/Flavored Drinks**

All milk and milk products will be Grade A and will meet or exceed the salient characteristics of the varieties solicited as prescribed within the Commercial Item Description(s) ("CIDs") located at:
<http://www.ams.usda.gov/AMSV1.0/Grading>

A-A-20253	Cream Cheese and Related Products
A-A-20251	Cream, Eggnog, Half and Half, and Sour Cream
A-A-20338	Milk, Fluid (Fortified with Vitamin A & Vitamin D)
A-A-20154 A	Cottage Cheese

Yogurt and Related Products will meet or exceed the salient characteristics of the AMS "USDA Specifications for Yogurt, Nonfat Yogurt and Lowfat Yogurt", effective January 19, 2001 et.seq. located at www.ams.usda.gov/dairy/yogurt/spec.pdf .

Sugar-free yogurt, various flavors: sweetened and non-sweetener (Splenda or NutraSweet) are also sought in this RFP. These products will also meet or exceed the salient characteristics of the AMS "USDA Specifications for Yogurt, Nontfat Yogurt and Lowfat Yogurt." (additional link: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRDC5103798>)

The State and Client Agencies reserve the right to promptly receive nutritional data, ingredient lists and allergen information from contractors on all food items when requested.

Silence of Specifications

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, will be regarded as meaning that only the best commercial practice is to prevail and only

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of each contractor.

Product Availability

Contractor agree that there will be no cancellation of products to be delivered without an equal and acceptable replacement of product(s). Should a manufacturer or processor discontinue a product that is regularly ordered by a Client Agency, such notification must be communicated, in writing, to the Client Agency and the State Department of Administrative Services ("DAS") at least thirty (30) business days in advance of such discontinuation. During the notice period, the Contractor agrees to work with the State, the Client Agency and the State Food Advisory Council to identify and implement alternative options that maintain and or reduce costs associated with any replacement product. In addition, samples for testing any suggested alternative may be required by the State or Client Agency to ascertain suggested alternative product quality and acceptability before final approval for use.

Contractor may be required to purchase brand items that meet the specific needs of the State to meet the equal and acceptable replacement of the product(s).

Split(s) packaging/case(s) may also be needed for smaller Client Agencies.

Substitutions/Ordering

During the term of the contract, the Contractor shall not make any substitutions, unless the Contractor has successfully contacted the Client Agency and has received the Client Agency 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 shall not have to pay an increase or any adverse delivery charge(s) for the substitution.

Milk substitute(s) (ex., almond, soy, smartmilk, etc.) for medical reasons are not covered by this contract.

Discrepancies

The Contractor shall resolve all other discrepancies (i.e., shortages, overages, breakage, incorrect items) within same business day from notification by Client Agency. If the discrepancies cannot be resolved in that time, then the proposer shall take all steps which DAS or Client Agency deems necessary or appropriate, to resolve the discrepancies.

Returns

Products returned because of quality problems, duplicated or erroneous shipments, outdated product, etc. will be picked up by the Proposer after Client Agency notification and will be replaced with the specified products or the Client Agency will be credited/refunded for the full purchase price. Perishable dairy items must be replaced within 24 hours.

Products ordered in error by Client Agencies must be returned for credit within 48 hours from receipt. Drivers must accept product returns resulting from Client Agency error. Products must be in re-sellable condition (original container unused). The Contractor may not charge for such returns.

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

Restocking fees are not permitted.

Expiration Date(s)/See by Date/Use by Date

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All products will carry an expiration date of nine (9) or more days from the date of delivery to the Client Agency. Non-full containers shipped and delivered to Client Agencies are not acceptable.

Containers:

Contractor shall furnish all containers. The Client Agency shall not use milk crates for its own purposes either in the handling or shipping of other products in any other way. Empty milk crates will be returned to the contractor promptly.

Testing New Items

Some products may be lab tested as part of the evaluation process. In such cases, the contractor or its representatives shall pay the laboratory costs for any required test. The Contractor shall be responsible for laboratory costs necessitated by complaint (i.e., determination of wholesomeness, etc.). The State will choose and use an independent laboratory for all testing resulting from this contract.

Utilizing/Partnering Efforts with Small and/or Minority Business Opportunities:

Contractor shall provide or make a good faith effort to obtain and/or develop products from minority and or women owned businesses certified by the DAS Supplier Diversity Program. Information regarding this program can be found in the following link: <http://das.ct.gov/cr1.aspx?page=34> .

Quality Assurance Program

Contractor shall incorporate a quality assurance plan which will include service and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The plan will provide for the various tracking systems in order to provide detailed monitoring of daily operations. Client Agencies may “log on” to the website for information about the program and also view detailed product information and photographs. The plan represents an opportunity to provide examples of its innovation, alternative distribution strategies, operational opportunities, and marketing proposals.

Quality Control Plan

The Contractor’s quality control plan shall contain information on “critical” and “non-critical” practices and scenarios which must comply with the United States Department of Agriculture, (USDA) regulations related to food products. Additional information available as follows:

<http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>

Standards for Storage and Warehouse Facilities

Contractor shall provide facilities for the handling, processing, warehousing and distribution of milk foods which:

- Are sanitary and free from rodent, bird, insect and other animal infestations.
- Safeguard against theft, spillage and other loss.
- Maintain foods at proper storage and delivery temperatures (per Hazard Analysis Critical Control Points (“HAACP”) ; State and Local Health Codes).
- Take other protective measures as may be necessary.

The Contractor must be a licensed public warehouse or commercial facility providing warehouse services following applicable Connecticut State Statutes and/or regulations. The Contractor may sub-lease storage space if needed within the State.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

The Contractor must have and maintain a Contractor-operated warehouse(s) that can provide for the delivery/storage of all items covered by the 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 (owned or contracted) utilized to service Client Agencies must be of adequate size to store the foods to meet Client Agency demand.

Sanitation

Federal, State and local health regulatory agencies may routinely inspect warehouses. It is required that the Contractor participates in a voluntary sanitation program.

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.

Recalled Items

When an item is recalled, Contractor must give immediate notification to Client Agency. Notification to Client Agencies must occur immediately. Client Agencies shall provide a list of those agency designated contacts upon contract award. The most up-to-date notification list must be kept by the Contractor. If changes are made, the Client Agency must notify the Contractor immediately as to the changes and when they are to occur. The Contractor will notify only the designated person(s) on the notification list of the recall. The recalled items will be held by the Client Agency until the process as to how to handle the recalled items is transmitted to the Client Agency by the Contractor(s).

HACCP Program

All products must be of a fresh, high quality and must conform and be in compliance with all applicable laws and regulations. Contractor is subject to inspection by local, state and federal agencies. Contractor shall provide most recent licenses/inspection reports and HACCP ("Hazard Analysis Critical Control Points") Certificate of Compliance. Website information regard HACCP is found at:

<http://www.fda.gov/food/guidanceregulation/haccp/ucm2006801.htm> Furthermore, products will be handled in accordance with US Department of Agriculture and/or US Food and Drug Administration (FDA) food code guidelines and food handling practices during all stages of processing, distribution and storage.

Contractor must demonstrate and have a HACCP Program in place and must be able to document that their facilities have passed a recognizable audit by the Contractor's internal management/food safety committee within six (6) months. Additional information available at:

<http://www.fda.gov/food/guidanceregulation/haccp/ucm2006801.htm> .

Emergency Plan

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

The Contractor is required to have an emergency backup plan in place in the event of power outages, work stoppages, computer failures, shortages, or any other emergency situation. The Contractor's emergency plan must comply with the Department of Homeland Security guidelines. Additional information available as follows: <http://www.ct.gov/demhs/cwp/view.asp?a=1939&q=443360&demhsNav=42956> and/or <http://www.fema.gov/>

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.ct.gov/demhs/cwp/view.asp?a=1939&q=443360&demhsNav=42956>

Delivery

Delivery will be scheduled at least weekly on a schedule mutually agreed upon between the Client Agency and the Contractor and the available hours shall be between 4:00 a.m. and 1:00 p.m. Monday through Friday (during normal business days). Contractors will use reasonable, good faith efforts to make on-time deliveries.

Subject to the items and container sizes specified in the price schedule, delivery will be made in the quantity, and in the size and type of container as ordered by the Client Agency.

Milk and other dairy products will be delivered in a refrigerated truck. All products will be maintained in accordance with HACCP, local and State health department regulations and federal (FDA) guidelines. The Contractor(s) will be responsible for the delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. Any milk or milk product that fails to meet all federal, State and commercial standards of quality will be rejected by the Client Agency and will be replaced the same day.

- The Contractor will be required to service all Client Agencies wishing to use the Contract. There may be multiple drop points within each delivery location. All orders shall be delivered to the specified destination with a 98% or better fill rate, or in accordance with the pre-scheduled delivery schedule agreed upon between Proposer and Client Agency
- All orders/pieces shall be FOB destination with no charge for delivery. There will be no additional pallet charges or additional charges for inside delivery and unloading shipments at dock or designated unloading site and no minimum order requirement. There will be no "fuel surcharges".
- All orders/pieces will be labeled and packaged adequately to assure safe handling and proper delivery.
- All invoices/delivery tickets must be signed by authorized agency representative upon receipt based by agreed delivery schedule.
- The contractor must ensure that there will be no metal bands or other banned/ safety-related rods/weapon-like materials on the crates, dolly or other transport devices. Contractor must provide all delivery equipment, pallet jacks, etc.
- All products will be packaged in containers that are free from tears or objectionable odors. Containers will not show signs of being crushed or of any other abuse. They must be well sealed and completely and clearly identified using acceptable imprinted identification. The finding of any evidence of deterioration due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution, transport, delivery or holding resulting in cross contamination including contamination from non-processed

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products during storage, distribution or transport and delivery will be sufficient cause for the refusal by the Client Agency requiring the contractor to “make whole” their order.

- Contractor shall provide quality control practices for delivery.

Contractor shall notify Client Agency of any holiday changes or lengthy closures (ex. end of school year, vacations, etc.) to production/delivery schedules in writing at least 2 weeks prior to the holiday or closure. If the Contractor approaches the Client Agency to “double up” on their order in anticipation of an intermittent delivery schedule due to a holiday (or school vacation) closing or weather severity (ex. school), it will be the Contractor’s responsibility to credit Client Agency for expired product(s) when the estimated need exceeds the actual Client Agency usage.

Restricted/Secure delivery:

Some Client Agencies sites are secure facilities. Examples include the Department of Correction (DOC), the Connecticut Juvenile Training School (CJTS) and local schools. All of the contractor’s employees who work at these locations may be expected to submit to a background check. Prior to commencing work, the Contractor must provide the necessary information required for this purpose, including but not limited to Department of Motor Vehicle (DMV) driver’s license number. Only Contractor’s employees and Contractor’s subcontractors whose names are on the approved list submitted and approved by the agency (authorized personnel) will be allowed on the sites. Any Contractor (this also includes subcontractor if applicable) employee who is not on the Client Agency’s-approved list (as amended from time to time) will be escorted off the grounds. The Contractor must replace the removed Contractor employee/subcontractor with approved personnel within four hours of being notified.

Additional Contractor’s employees can be added with no less than 14 days advance written notice and be subject to the above referenced background checks. The Contractor must notify the Client Agency in writing within 24 hours when any approved employee is no longer employed by the Contractor. No unauthorized personnel (or their pets/animals) will be permitted on grounds.

Absolutely no cell phones are permitted inside restricted/secure Client Agencies. Photographs/filming of facilities, clients, staff, attendees, documents, or contents within facilities or on facility grounds are forbidden.

Please also refer to **ADDITIONAL TERMS AND CONDITIONS** page 15 of 18 for additional Department of Correction requirements.

Customer Service/Contract Information

The Contractor shall provide each of the designated Client Agencies a single, local point of contact – a dedicated customer a service representative (each a “Customer Service Representative”) (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 must have on-line access to information to provide immediate response to inquiries concerning the status of regularly scheduled product distribution, emergency service requests, State contract pricing, contracted services/exclusions, contract compliance requirements, and general service information. Representatives should be available by telephone (Connecticut or toll free (800) number preferred), as well as via fax, or email. The Customer Service contact must be reachable Monday through Friday from 8:00 AM to 5:00 PM EST.

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

Emergency Contact(s)

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

The Contractor is required to provide emergency telephone numbers and contact personnel that are available 24 hours, 7 days per week, including holidays. Contractor shall be responsible to provide this information prior to the contract award and from time to time as applicable.

Food Advisory Council

DAS will facilitate and maintain the Food Advisory Council ("Council") for items covered by this Contract. The Committee will generally meet on the first Thursday of every month to discuss and set standards and specifications. The Committee will also evaluate food and related items and view presentations by brokers, manufacturer's representatives, etc. that pertain to the contract (example, top sellers and new or comparable items that may positively affect pricing).

The Contractor's designated Customer Service Representative may be required to attend Committee meetings. This person will also discuss new items, standards, current industry trends, etc., but shall have no voting privileges.

Training Sessions Provided by Contractor

Contractor shall provide training sessions to the State of Connecticut at no cost either at the Contractor's location or a State location. Below are suggested topics/examples and proposer is encouraged to provide additional training programs at no cost to the Client Agency:

- Proper Product Storage
- Contractor Site Tour (production, warehouse, etc.)
- How to navigate Proposers Website
- K-12 School Specialist "CT Approved Products" etc.

Reporting

The Contractor will be required to submit activity reports in Microsoft Excel to DAS and each Client Agency, on a monthly, quarterly and annual basis. The reports will contain but are not limited to the following information:

- Sales by volume for each State Client Agency; reports shall list each item sold, including manufacturer and stock number, description, unit of issue, average unit price, quantity sold
- Consolidated sales reports summarizing the sales to all State agencies and separate consolidated sales reports summarizing the sales to all political subdivisions and not-for-profit organizations with the same information as listed above.
- Reports detailing the purchase by sales of small and minority businesses certified by DAS Supplier Diversity.
- Fill rate reports
- CT grown purchases
- Increase/decrease by dollar amount price reports
- Dairy trend analysis reports (weekly)
- Other reports, as requested by DAS

These reports shall be in the format approved in advance in writing by the DAS contact responsible for this contract.

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E-Commerce; CORE-CT – PeopleSoft ERP System

On July 1, 2003, the State of Connecticut began utilizing an internet-based E-Procurement ordering system (PeopleSoft), known as Core-CT. With Core-CT, purchase orders will be electronically transmitted or faxed to the Contractor.

Contractor receiving awards from this Contract may be required to use this service or any updated and/or replacement service designated by the State during the contract term to receive orders from the State of Connecticut.

Under the current contract the State is utilizing an internal ordering system that has an approval process generated by e-mail to appropriate Client Agency approvers. A Purchase Order is generated after the approval process and is entered into the Contractor ordering system prior to encumbering funds and dispatching the order to the Contractor.

Ordering System: Contractor must have an internet based ordering system that the State of Connecticut can 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 must be capable of electronic order approval and must have e-mail based notification functionality. The internet ordering system must also contain a field where the State of Connecticut personnel can enter their PeopleSoft/Oracle purchase order number this number contains a 5 character business unit designation followed by a 10 digit purchase order number.

The following features pertain to the ordering system:

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

Yes. These lists are defined by us and can be changed / limited to whichever products you wish to see. After logging in you will have a list of products in your profile displayed for easy ordering, then there is a full product list that can be searched for additional products. You also have the option to generate an order based on an order from the previous week.

Can you browse by category for order creation?

Yes. There is a product list that can be searched by category or product type.

Does your system have a quick order entry feature?

Yes. All items defined in your profile (most commonly ordered items or can be defined) appear upon logging in without having to search for these items. Upon logging in you would just need to enter order quantities.

Can you browse your system by “word” searches?

Yes, you can search by product description or by product number.

Can you browse your system by “manufacturer name”?

No. Product brands are displayed when added to the order but products can't be searched by brand name.

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

Yes. This is an option so you can choose to have prices displayed or not.

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

Yes. Once again the pricing is an option if you want it to be displayed. Upon completion of the order a confirmation is displayed to be printed with such information.

Please describe your approval process: number of levels of approval, the number of e-mail addresses that can be entered for notification.

There are several options for users to place orders and receive confirmations.

- There can only be one username per customer number.
- You can have a separate username per account or one master that can access all accounts, or the accounts you choose
- E-mail confirmations are sent to the e-mail address that account is registered to and additional e-mail's can be added
- Once the order is placed you receive a confirmation. A rep from Wade's will only contact you if we are short product for your order.
- All items in our product list that are followed by an asterisk (*) are advance order items and are not kept in stock.
- Only the person placing the order will have the option to print a copy of the order with products ordered, quantities, etc. All other recipients will receive a confirmation that the order has been placed, no detail.

Please describe your check out procedures.

Once the order is complete there is a "Submit Order" button at the bottom of the screen, the order is complete after this. From this screen the order can be printed, adjusted, or cancelled. Once the submit order button is clicked an e-mail confirmation is sent out to all listed recipients. This confirmation lists Customer name, account #, revision number, delivery date, and the actual number that will be on the ticket presented by our delivery driver.

Please describe your edit order functionality.

Yes. If you have an order already entered for your next delivery day then upon logging in it will display that order. Quantities can be adjusted here, products added / removed, and once complete click the "Submit Order" button at the bottom of the screen. Upon doing so a new e-mail confirmation is sent out to all listed recipients, all e-mails also list a revision number.

Please describe your delete order functionality.

Yes. If you have an order already entered for your next delivery day then upon logging in it will display that order. At the bottom of the screen there is a "Cancel Order" button. This button also appears on the confirmation page after clicking submit order.

Does your system have a print order function?

Yes. After submitting the order there is a print order button on the confirmation page. If you forget to print the order, log back in and once your order displays click submit order again; as long as no changes to quantities are made this will not update your order but bring you back to the confirmation page where the print order button is available.

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Does your system have a reference number functionality?

Yes. The reference number is listed on the confirmation screen and in the confirmation e-mail. This is the same number that appears on your delivery ticket as well as invoices.

Does your system have a projected delivery date display?

Yes. After logging in the system will list all of your available delivery days along the top of the screen. This gives you the ability to place multiple orders, skip a delivery day, or place orders in advance. The delivery days at the top of the screen allow you to order 7 days ahead of today's date.

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

Yes. If requested we can setup a master account. Please note if a master account is setup then there can be no individual access to the account as well. When logged in with multiple account access, the field at the top of the screen that lists the customer name and number will be a drop down instead a text field. The drop down will list all accounts that username has access to; it's as simple as selecting a different account name, all other functionality is the same.

Please detail any order tracking functionality for your system.

All orders are typically placed for next day delivery. There is no tracking functionality that shows the progress of your order. Wade's will supply you with a delivery window for each of your delivery days and will notify you if a delivery is running later than scheduled.

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

Our team here can provide you with reports for any information regarding your account. None of the reports are available to be generated online. Due to system limitations and customer requests we will custom tailor reports for you and get them over to you within a few hours. All inquiries for reports can be sent to arpayments@wadesdairy.com

Is your system capable of ordering splits of products?

Yes. When placing orders products you can enter separate quantities for cases and / or units. Items that are only available by the case will have the unit quantity column grayed out. The system will also display how many units are in each case.

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

Yes. As of now our online system is only compatible with Internet Explorer. Google Chrome only works at this time with the "IE Tab" extension.

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

Orders can be placed 24 hrs. a day. All orders for next day delivery must be placed by 3:30 p.m. In the case that an order needs to be placed after 3:30 p.m. it must be called in by 4 p.m. which can be reached at 203-579-9233.

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

Yes. Maintenance is typically performed at night after 9 p.m.. Maintenance that is performed on our system doesn't affect the online ordering

What are the normal hours of your customer support center?

We are available by phone Monday thru Friday from 8 a.m. – 4 p.m. EST and Saturday from 10 a.m. – 1:30 p.m. EST.

Is there a toll free customer support telephone number?

Yes. 1-800-247-WADE (9233)

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

Yes. The help feature is available from all screens of the online ordering in the top right corner. This has all of our FAQ with answers. There is no live support offered at this time.

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

Yes. We have the ability to notify customers via a logon message of any important information they should be aware of.

Please detail your order deadlines and time frames for delivery.

All online orders must be placed no later than 3:30 p.m. Orders placed after 3:30p.m., up until 4 p.m., must be called in to our customer service department by phone. Please advise the staff to have orders placed by 3:15 to avoid not being able to place an order.

The Contractor will be required to establish/offer a training program as part of the contract award to be in compliance with the CORE-CT-compatible 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 CORE-CT-compatible system expenses shall be borne by the Contractor.

Purchase Orders

Purchase orders will be issued by each specific Client Agency for products and services related to this contract. Proposers are cautioned not to perform services without receiving a purchase order. Questions regarding purchase orders should be directed to the issuing Client Agency.

Invoicing

Contractor(s) will issue a single invoice per purchase order to each Client Agency on for products delivered to the Client Agency. Invoice is to be itemized with dollar amount, date, and type of products and services provided to each Client Agency for the billing period. Invoice MUST also include Client Agency name, product description, quantity purchased, unit price, extended price, invoice number, and purchase order number.

Tax Exemption

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Products and services covered by this proposal are exempt from all Federal and State Taxes (including sales taxes). Such taxes may not be included in prices quoted, nor added to any invoice associated with a purchase made under the resulting agreement.

Payment Options

The Client Agency pay by check, electronic funds transfer, or with the State's authorized procurement (credit) card. The Contractor(s) must be a Comptroller approved service provider entitled to be paid using the procurement card and must be able to accept the State's credit card.

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ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

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

(b) Mandatory Extension to State Entities

Contractor shall offer and extend the contract (including pricing, terms and conditions) to political sub-Divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

(c) 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.

(d) P-Card (Purchasing MasterCard Credit Card)

Purchases made by the Client Agency from the Contractor that are less than \$1,000 may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(e) Subcontractors

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

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

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(f) Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

(g) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Driver's License Number
 - 5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.

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- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

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“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.] The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class “A” misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class “B” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an

EXHIBIT A

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electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.

2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

PROPOSER NAME:		Wades Dairy Inc.	DOT ID # 476125
Delivery:	As Needed	Prompt Payment Terms: 0.5% 15 days, net 45	

Pricing

Firm Fixed Pricing

While the demand for milk distribution is expected to remain stable in the near future, the Client Agency demand requirements may change from year to year. Pricing stated on the **EXHIBIT B PRICE SCHEDULE (Excel Spreadsheet document) entitled Current State Accounts and (Excel Spreadsheet) for Counties & Potential New Accounts** (link here for counties: <http://www.ct.gov/dot/lib/dot/documents/dpolicy/policymaps/fcl/pdf/fclpdf.pdf>) links below:

- [Exhibit B Price Schedule – Accounts for Wade](#)
- And
- [Excel Spreadsheet for Counties Accounts & potential new accounts](#)

No minimum delivery fee or fuel surcharge will apply for the Contract.

Pricing – Incentives, Discounts, and Rebates

- Discount: Contractor has offered the following:
See “**PROMPT PAYMENT TERMS**” in header



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.