

CONTRACT AWARD
RFP-38 Rev. 11/14/19
Prev. Rev. 10/23/19

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Jill Belisle
Contract Specialist

860-713-5149
Telephone Number

CONTRACT AWARD NO.:

19PSX0176

Contract Award Date:

06 February 2020

RFP Due Date:

8 November 2019

CONTRACT AWARD

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

DESCRIPTION: **Food Service Supplies**

FOR:
All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations

TERM OF CONTRACT:
1 February 2020 through 30 November 2024

AGENCY REQUISITION NUMBER: 3668

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$4,500,000.00			\$4,500,000.00

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.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

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: **EBP Supply Solutions**

Company Address: **200 Research Drive, Milford, CT 06430**

Contact Person: **Brien McPadden**

Tel. No.: **800-972-9622 ext. 2841**

Company/Contact Person Email Address: **bmcpadden@ebpsupply.com**

Company Web Site: **ebpsupply.com**

Delivery: **After Receipt of Order (ARO)**

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

Contract Value: **\$4,500,000.00 est.**

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions: **Yes**

APPROVED _____

CAROL WILSON

Procurement Director

(Original Signature on Document in Procurement Files)

CONTRACT

19PSX0176

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

EBP SUPPLY SOLUTIONS

Awarded Contractor

FOOD SERVICE SUPPLIES

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This Contract (the "Contract") is made as of the Effective Date by and between, EBP Solution Supply (the "Contractor,") with a principal place of business at 200 Research Drive, Milford, CT 06430, acting by Brien McPadden, its Vice President of Sales and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Carol Wilson, its Procurement Director, 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 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.

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- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A 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.
 - (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 the Effective Date through 30 November 2024.
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.

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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:
 - (1) 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 twenty-five (25) 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.

(2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).
 - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
 - (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 on the manufacturer's letterhead with supporting data indicating the effective date and the actual increase to the Contractor. Words such as "approximate" or "expected" will not be accepted. Increases will not exceed 3% during any given adjustment period. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract. No retroactive increases shall be allowed. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part.

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

5. Rejected Items; Abandonment.

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

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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.
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,

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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 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.

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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.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for 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.

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- (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.
- (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 DAS all in an electronic format acceptable to DAS 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 DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the

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Effective Date during the Contract Term. 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;
- (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.

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20. Delivery.

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

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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;
 - (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,

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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;
- (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;

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- (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;
 - (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:

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- (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.
- (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 intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more 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. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
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

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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. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State 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;

(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.

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- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(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, status of a veteran, intellectual disability, 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] ensure 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, status of a veteran, intellectual disability, 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;

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- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)

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(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

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

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;

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- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (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

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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
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103
Attention: Jill Belisle

If to the Contractor:

COMPANY NAME:
NAME:
ADDRESS Line 1:
ADDRESS Line 2:
City, State and Zip:
Attention: Company:
Signatory Name:
Title:

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

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

(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.

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- (a) Audit and Inspection of Plants, Places of Business and Records. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, 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) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (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 Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that 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.

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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.
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.
 - (c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.
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

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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 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

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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 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 of 1996.

This paragraph was intentionally left blank.
59. Protection of Confidential Information.
 - (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character,

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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 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. Antitrust.

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

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61. Audit Requirements for Recipients of State Financial Assistance.

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SIGNATURE PAGE OF CONTRACT

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.

EBP Supply Solutions

STATE OF CONNECTICUT
Department of Administrative Services

By: (Original Signature on Document in Procurement File)

By: (Original Signature on Document in Procurement File)

Name: Brien McPadden
Print or Type Name

Name: Carol Wilson
Print or Type Name

Title: Vice President of Sales

Title: Procurement Director

Date: _____

Date: _____

EXHIBIT A



DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

- A. Contractor shall provide food service ware (FSW) to the Client Agency. Contractor is prohibited from providing any FSW products that contain Per –and Polyfluoroalkyl Substances (PFAS). This includes FSW products that are listed on (“Exhibit B”) Price Schedule. Molded fiber FSW products such as plates, bowls, clamshells and portion cups may not be offered or sold on this Contract unless the Contractor provides documentation that the item contains ≤ 100 parts per million (ppm) of fluorine. Molded fiber FSW products are often made of sugarcane waste (i.e., bagasse), wheat straw, or recycled paper. Safer alternatives such as paper coated with Polylactic Acid or Polylactide (PLA) (a compostable bio-plastic) may be offered. The State may restrict additional products from this Contract if it determines that they contain PFAS, polystyrene or PVC, or may require Contractor to provide additional documentation verifying that a product is free of PFAS, polystyrene and PVC.

B. Green Core List:

No products containing PFAS, polystyrene or polyvinyl chloride (PVC) may be offered on (Exhibit B) Price Schedule. See details below.

- Styrene (also called vinyl benzene), the building block of *polystyrene* is [“Reasonably Anticipated to be a Human Carcinogen”](#) by the National Institutes of Health’s (NIH’s) National Toxicology Program. Polystyrene foam can be found in some insulated cups, bowls, plates, trays, clamshells and other types of takeout container. Rigid polystyrene is found in some cold cups, cup and container lids, clamshells, other types of takeout containers and cutlery. Polystyrene products (including both polystyrene foam and rigid polystyrene) are typically labeled with the “Chasing Arrow” and #6. 
- Vinyl chloride, the building block of *Polyvinyl chloride*, is [“Known to be a Human Carcinogen”](#) by the NIH’s National Toxicology Program. Polyvinyl chloride (also called PVC or vinyl) can be found in some food service gloves, aprons, table covers and food wraps. Polystyrene products are typically labeled with the “Chasing Arrow” and #3. 

Contractor shall only offer products with a compostability claim that is verified. Acceptable verification methods for compostability claims includes the following:

- **BPI Certification:** The item is on the list of products that are currently certified by the Biodegradable Products Institute (BPI), which can be accessed at <http://products.bpiworld.org/> OR the supplier may provide a BPI certification document for the product. Products that have earned BPI certification have been independently tested and verified according to scientifically based standards ([ASTM D6400](#): Commercially Compostable Bioplastics and [ASTM D6868](#): Commercially Compostable Paper Coated With Bioplastics).



- **Cedar Grove Approved:** The product is on the Cedar Grove Approved List of Accepted Commercial Items, which can be accessed at <https://cedar-grove.com/compostable/accepted-items>.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- *Laboratory Test Results* (or another certifier) verifying compliance with ASTM D6400 or D6868 by the supplier.

C. Order Entry/Invoicing

Client Agency shall order on an as needed basis. All purchase orders shall be accepted by the Contractor(s) between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, except for State holidays.

Contractor shall accept purchase orders via telephone, facsimile, mail, or the State of Connecticut's E-Commerce system (Core-CT) and/or the Contractor's website. There are no minimum quantity order requirements.

Cost Centers within an ordering Client entity may require separate invoicing as specified by each Client Agency. The Contractor's billing system must be flexible enough to meet the needs of varying accounting systems.

D. Delivery

All purchase orders must be FOB destination, freight on board. Contractor shall bear the risk of loss during delivery of all products. No additional fuel surcharges will be allowed. Contractor shall label and package all orders adequately to insure safe handling and proper delivery. No restocking fees are allowed. Client Agency may require multiple drop points within each delivery location.

Contractor shall schedule deliveries at times that are convenient for the Client Agency. Deliveries made to all State of Connecticut Department of Correction facilities and delivery times may fluctuate with security schedules.

E. Core List and Green Core List

If an item from the core list attached as Exhibit B becomes obsolete during the term of the Contract, the Contractor shall offer a product that meets or exceeds the obsolete product at the current Contract price. It is understood that the Contractor shall submit such requests within forty-eight (48) hours and receive written approval from DAS/Procurement Services before any changes are made to the list. DAS/Procurement Services reserves the right to accept or reject any changes to the core list. The State reserves the right to add or delete items throughout the Contract period.

F. Management Reports

Contractor shall provide and maintain a database that includes detailed tracking of Client Agency accounts, requisitions, proof of delivery, billing, and payments.

The Contractor shall submit monthly activity reports on a monthly basis.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

The Contractor shall submit a copy of reports to the contract administrator in the State in excel format and include, but not be limited to, the following information:

- Sales by account providing the name of the account.
- Within each account, sales shall be broken out by Fixed Price products and Catalog Items.
- Reports shall list each product sold, including manufacturer and stock number, description, unit of issue, unit price, and quantity sold monthly.

2. 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) 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.

(d) Reverse Auction Transaction Fee

The Contractor shall pay a transaction fee in the amount of one percent (1%) of the total Contract amount (the "Fee"). Contractor shall pay the Fee directly to EASiBuy, LLC ("EASI") pursuant to the EASI Supplier Agreement Terms and Conditions.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(e) Reporting and Payment Terms and Conditions:

The Contractor shall pay the Fee to EASI for all payments received from the Client Agency, any of its political subdivisions or any other entity resulting from the Reverse Auction event or subsequent Contract.

Upon written notification of the Contract award, the Contractor shall immediately provide automated clearing house or credit card information (the "Preferred Transaction Fee Payment Method") to EASI. EASI shall charge Contractor paying via credit card an additional credit card processing fee in the amount of three percent (3%) of the Fee. EASI shall charge the Contractor via the Preferred Transaction Fee Payment Method based on the below terms.

(f) Term Purchases:

If purchased goods and services are ongoing in nature, the Contractor shall enter into the Strategic Sourcing Solution all payments received from the Client Agency and details of all goods and services, quantities and prices associated with such payments within ten (10) days of the end of each month. If the Contractor fails to enter the Client Agency's payment information by the tenth (10th) day of the month, EASI shall charge to Contractor's Preferred Transaction Fee Payment Method an amount equal to one (1) month of the overall Contract value estimated by the Client Agency multiplied by the Fee percentage. EASI shall charge the Fee to the Contractor's Preferred Transaction Fee Payment Method within fifteen (15) days of the end of each month.

(g) Audit Right:

The State of Connecticut and EASI reserve the right to audit the accuracy of the Fees. Audits must be conducted during regular business hours, with no less than fifteen (15) business day's prior written notice to the Contractor, and in such a manner as not to unreasonably interfere with the Contractor's normal business activities. The Fees for any errors or omissions disclosed by any such audit must be due immediately. If the Fees are determined to have been underpaid by more than five percent (5%) for the period audited by either EASI or the State of Connecticut or both as a result of such audit, the Contractor(s) shall immediately pay for the costs of such audit.

(h) Subcontractors

Subcontracting is not allowed under this Contract.

(i) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(j) 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.
- (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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- (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.
- "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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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

EXHIBIT A

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Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an 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.

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Exhibit B, Price Schedule
Core List

Item #	Description	EBP Item #	Manufacturer Item #	Manufacturer	Pack Size	UOM	Contract Price
CORE-1	Hinged 3 Cpt Foam 9" 95HT3R - Dart White 9.5 x 9.3 x 3 - 95HT3R	355052	95HT3R	DART CONTAINER CORPORATION	CS	200	\$15.93
CORE-2	Cup Foam 8 oz 8J8 - Dart White Use 8 Series Lid - 8J8	355053	8J8	DART CONTAINER CORPORATION	CS	1000	\$22.39
CORE-3	Spork Medium White MSPKP01 - Certo Polypro - MSP01	355054	MSP01	BANYAN INTERNATIONAL	CS	1000	\$6.44
CORE-4	Cup Cold Plastic 5 oz RK5 - Fabrikal 9508020 - 9508020	355055	9508020	FABRI-KAL CORPORATION	CS	2500	\$35.20
CORE-5	Lid Cup Foam 8 Series 8JL - Dart White Vented - 8JL	355056	8JL	DART CONTAINER CORPORATION	CS	1000	\$14.48
CORE-6	Apron Plastic 28 x 46 RPA2015 - Royal Paper 1.5 mil 100 Box - RPA20-15	355057	RPA20-15	ROYAL PAPER PRODUCTS	BX	100	\$11.44
CORE-7	Plate Foam 9" White 9PWQR	69789773	9PWQR	DART	CS	500	\$22.33
CORE-8	Sponge Scrubbing 3.6 x 6.1 74N - 3M Niagara Sponge w/ Grn 41569 - 70071284874	355059	70071284874	3M PADS	CS	20	\$14.60
CORE-9	Tray School 5CPT Foam 10500SGBX - Pactiv White 8.25 10.25 - YTH10500SGBX	355060	YTH10500SGBX	PACTIV	CS	500	\$18.91
CORE-10	Lid Cup Cold Plastic 5 oz L5NV - Fabrikal 9500212 - 9500212	355061	9500212	FABRI-KAL CORPORATION	CS	2500	\$37.99
CORE-11	Liner Pan Quilon 290001 - McNairn 16 3/8 x 24 3/8 - 290001	355062	290001	J. H. MCNAIRN LIMITED	CS	1000	\$29.37
CORE-12	Souffle Plastic 4 oz YS400 - Pactiv Translucent - YS400	355063	YS400	PACTIV	CS	2400	\$38.66
CORE-13	Plate, 10", 3-Compartment - DART Quiet Classic 3-Compartment White Laminated Foam Plate, 10" - 10CPWQ	355064	10CPWQ	DART CONTAINER CORPORATION	CS	500	\$43.47
CORE-14	Cap Bouffant 21" White DBWH211 - Safety Zone - DBWH-21-1	355065	DBWH-21-1	THE SAFETY ZONE	CS	1000	\$20.04
CORE-15	Plate Foam 10.25 White TH10010 - Pactiv Unlaminated - 0TH10010000Y	355066	0TH10010000Y	PACTIV	CS	540	\$28.56
CORE-16	Napkin Lunch 13 11.3 L12500 - Morcon MorSoft Wht 1 ply 12/500 - L12500	355067	L12500	MORCON, INC. (26)	CS	6000	\$26.37
CORE-17	Rack Cover Ind Rolls BOR5280 - Elkay 52 x 80 50 per roll - BOR5280	355068	BOR5280	ELKAY PLASTICS	RL	1	\$14.10
CORE-18	Full Size Steam Deep 8540	75008540	8540	JIF CORP	CS	40	\$49.39
CORE-19	Souffle Plastic 5.5 oz YS550 - Pactiv Translucent PS YLS5 Lid - YS550	355070	YS550	PACTIV	CS	2500	\$51.37
CORE-20	Film Vinyl 18" X 2000' 914MEBP - Certo - 914MEBP	355071	914MEBP	PACTIV	CS	1	\$13.84
CORE-21	Teaspoon Heavy White PP BXWT09 - Banyan Polypro 10/100 Box - BXWT09-R	355072	BXWT09-R	BANYAN INTERNATIONAL	CS	1000	\$38.23
CORE-22	Pad Scour G/P Green 96NCC	426412050	434PP	ACS	CS	36	\$31.79
CORE-23	Plate Paper 8 3/4" Hvy 98077 - Certo Canvas Design Coated - 98077	355074	98077	ASPEN PRODUCTS, INC.	CS	500	\$26.05
CORE-24	LIDS, Souffle cup	132359058	132359058	GRAPHIC PACKAGING	CS	2500	\$23.52
CORE-25	Cup Cold Plastic 7 oz Translucent	13200502	9508022	FABRI-KAL		1960	\$40.92
CORE-26	Hinged Foam 9" 3 Cpt YTD19903 - Pactiv White W/Optional Vents - YTD199030000	355077	YTD199030000	PACTIV	CS	150	\$16.17
CORE-27	Teaspoon Medium White MTP01 - Certo Polypro Bulk - MWTO1	355078	MWTO1	BANYAN INTERNATIONAL	CS	1000	\$6.90
CORE-28	Lid Souffle Plastic YLS5FR - Pactiv Fits 5.5 oz - YLS5FR	355079	YLS5FR	PACTIV	CS	2500	\$60.63
CORE-29	Scrubber Stainless Steel 84CC - 3M 1.75oz Kurley Kate - 70071192317	355080	70071192317	3M PADS	CS	72	\$20.10
CORE-30	Pad Scour Heavy Duty Green	426411991	S86	ACS	CS	15	\$31.79
CORE-31	Fork Heavy PS White BEWF07SM - Banyan 10/100 Box 406116 - BEWF07S-M	355082	BEWF07S-M	BANYAN INTERNATIONAL	CS	1000	\$39.53
CORE-32	Fork Medium PS Black SSF51 - Dixie Polystyrene Smartstock - SSF51	355083	SSF51	GP DIXIE	CS	960	\$46.49
CORE-33	Towel Foodservice 06280 - Kimberly Clark 13 21 White - 6280	355084	6280	KIMBERLY CLARK CORP.	CS	150	\$49.76
CORE-34	Hinged 1 Cpt 6" Clear YCI82160 - Pactiv Sensation 5.75 6 2.5 - YCI821600000	355085	YCI821600000	PACTIV	CS	500	\$53.61
CORE-35	Spoon Medium PS Black SSS51 - Dixie Polystyrene Smartstock - SSS51	355086	SSS51	GP DIXIE	CS	960	\$46.49
CORE-36	Knife Heavy PS White BEWK07SM - Banyan 10/100 Box - BEWK07S-M	355087	BEWK07S-M	BANYAN INTERNATIONAL	CS	1000	\$39.53
CORE-37	Hinged 1 Cpt Plastic YCI81120 - Pactiv 8.5 x 7.5 x 3 - YCI811200000	355088	YCI811200000	PACTIV	CS	200	\$32.51
CORE-38	Cup Cold Plastic 12 oz Translucent	13209715	9508028	FABRI-KAL		855	\$37.26
CORE-39	Film Vinyl 24" X 2000' 916MEBP - Certo - 916MEBP	355090	916MEBP	PACTIV	CS	1	\$19.03
CORE-40	Steampan Half Deep 2" 40 Gauge	75102620	8440	JIF CORP	CS	100	\$32.14
CORE-41	Knife Medium PS Black SSK51 - Dixie Polystyrene Smartstock - SSK51	355092	SSK51	GP DIXIE	CS	960	\$48.60
CORE-42	Cup Foam 16 oz 16J16 - Dart White Use 16 Series Lid - 16J16	355093	16J16	DART CONTAINER CORPORATION	CS	1000	\$49.65
CORE-43	Cup Cold Plastic 9 oz	13200503	9508024	FABRI-KAL	CS	2500	\$61.23
CORE-44	Glove Vinyl Small- Powder Free - VECPFGL	563933199	PFVG2	CERTO	CS	1000	\$22.76
CORE-44	Glove Vinyl, Medium, - Powder Free - VECPFGL	563933100	PFVG2	CERTO	CS	1000	\$22.76
CORE-44	Glove Vinyl, Large, Powder Free - VECPFGL	563933101	PFVG2	CERTO	CS	1000	\$22.76
CORE-44	Glove Vinyl, X-Large - Powder Free - VECPFGL	563933102	PFVG2	CERTO	CS	1000	\$22.76
CORE-45	Container Foam 8 oz Squat 8SJ12 - Dart White - 8SJ12	355096	8SJ12	DART CONTAINER CORPORATION	CS	1000	\$38.90
CORE-46	Cup Foam 6 oz 6J6 - Dart White Use 6 Series Lid - 6J6	355097	6J6	DART CONTAINER CORPORATION	CS	1000	\$21.67
CORE-47	Kit TFK Wht XHvy PS F07KT500 - Banyan 1201230 Wht X1230 - F07KT500	355098	F07KT500	BANYAN INTERNATIONAL	CS	500	\$53.51
CORE-48	Foil Roll 18" 500' Stnd	255515015	FA2022	OCALA	RL	1	\$29.76
CORE-49	Bag Grocery 8# Kraft 950008 - DSC New 500 Pack - 80984	355100	80984	DSC	BN	500	\$13.64
CORE-50	Cup Cold Paper 7 oz	355101	107359016	GRAPHIC PACKAGING	CS	2000	\$109.23

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Item #	Description	EBP Item #	Manufacturer Item #	Manufacturer	Pack Size	UOM	Contract Price
CORE-51	Napkin Dispenser EZ Nap	182600053	4500VN	MORCON, INC.	CS	6000	\$46.95
CORE-52	Bowl Foam 12 oz White YTK10012 - Pactiv Laminated TK10012 - YTK100120000	355103	YTK100120000	PACTIV	CS	1000	\$37.73
CORE-53	Cup Cold Paper 12 oz 12PCQ - Certo Canvas Design CC12CA 24684 - 1006136	355104	1006136	LETICA CORP 30	CS	1200	\$47.88
CORE-54	Oven Mitt 17" Long 800FG17 - San Jamar Pair - 800FG17	355105	800FG17	GLOBE EQUIPMENT	PR	1	\$11.99
CORE-55	Cup Hot Paper 8 oz White HC8 - DSC - HC8	355106	HC8	YES PAC INC	CS	1000	\$37.63
CORE-56	Fork Medium White MFP01 - Certo Polypro CPPMDFKBKW1 - MWF01	355107	MWF01	BANYAN INTERNATIONAL	CS	1000	\$6.90
CORE-57	Teaspoon Heavy PS Wht BEWT045M - Banyan 10/100 Box BS3008/100 - BEWT045-M	355108	BEWT045-M	BANYAN INTERNATIONAL	CS	1000	\$41.33
CORE-58	Lid Mug 8z Sip Thru CLSSM8B5148 - Cambro For Shoreline & Turnbury - CLSSM8B5148	355109	CLSSM8B5148	CAMBRO MANUFACTURING CO.,INC.	CS	1000	\$46.73
CORE-59	Fork Heavy PP White HFP01 - Certo Polypro 406028 BS2008PP - HFP01	355110	HFP01	BANYAN INTERNATIONAL	CS	1000	\$26.25
CORE-60	Foil Sheet 12 x 10.75 720M	255001568	FA3007	OCALA	CS	2400	\$49.97
CORE-61	Cup Hot Paper 12 oz White HC12 - DSC Lid HCFL1020 CP12 Yes Pac - HC12W	355112	HC12W	BANYAN INTERNATIONAL	CS	1000	\$46.20
CORE-62	Sack Grocery 1/6 57# 911023 - DSC 13938 Duro 80076 - 911023	355113	911023	DSC	BN	500	\$41.71
CORE-63	Container Foam 8 oz Squat 8SJ20 - Dart White 20 Series Lid - 8SJ20	355114	8SJ20	DART CONTAINER CORPORATION	CS	1000	\$64.37
CORE-64	Bowl Foam 8 oz White 8B20 - Dart 20 Series Lid - 8B20	355115	8B20	DART CONTAINER CORPORATION	CS	1000	\$46.68
CORE-65	Napkin Dispenser 7 8 1Ply 98908 - Kimberly Clark Mega Cartridge - 98908	355116	98908	KIMBERLY CLARK CORP.	CS	5250	\$61.46
CORE-66	Dish Dessert Plastic 6 oz DD6 - WNA Clear - DD6-1000	355117	DD6-1000	WNA COMET EAST INC	CS	1000	\$71.84
CORE-67	Foil Roll 18" 500' Heavy 624M - Pactiv 72 Gauge Classic WM128 - 624M	355118	624M	PACTIV	CS	1	\$35.89
CORE-69	Cup Foam 10 oz 10J10 - Dart White Use 10 Series Lid - 10J10	355119	10J10	DART CONTAINER CORPORATION	CS	1000	\$38.86
CORE-70	Lid Cup Foam 16 Series 16FTLS - Dart White Lift N Lock w Slot - 16FTLS	355120	16FTLS	DART CONTAINER CORPORATION	CS	1000	\$31.71
CORE-71	Bag Poly 8 4 18 Clear 6G084018 - Elkay Utility bag .6 Mil - 6G084018	355121	6G084018	ELKAY PLASTICS	CS	1000	\$19.13
CORE-72	Bag Sandwich 7" Flip Top H07 - Elkay 7 x 7 LoD Poly - H07	355122	H07	ELKAY PLASTICS	CS	1000	\$8.64
CORE-73	Kit Cutlery TFK Nap Med F04KTNS - Banyan White PS - F04KT-NS	355123	F04KT-NS	BANYAN INTERNATIONAL	CS	250	\$27.10
CORE-74	Towel C Fold White 6 BLOCK CFB - Certo 16/150 - P100B16150CER	408600765	P-050B-01	SOUNDVIEW VERMONT HOLDINGS LLC	CS	2400	\$15.33
CORE-75	Glove Nitrile GP Small - Safety Zone GP Blue 4 Mil PF - GNPR-LG-1M	563914219	GNPR-LG-1M	THE SAFETY ZONE	CS	1000	\$43.74
CORE-75	Glove Nitrile GP Medium- Safety Zone GP Blue 4 Mil PF - GNPR-LG-1M	563914296	GNPR-LG-1M	THE SAFETY ZONE	CS	1000	\$43.74
CORE-75	Glove Nitrile GP Large,- Safety Zone GP Blue 4 Mil PF - GNPR-LG-1M	563914327	GNPR-LG-1M	THE SAFETY ZONE	CS	1000	\$43.74
CORE-75	Glove Nitrile GP Small, Medium, Large, X-Large - Safety Zone GP Blue 4 Mil PF - GNPR-LG-1M	563914368	GNPR-LG-1M	THE SAFETY ZONE	CS	1000	\$43.74
CORE-76	Fork Heavy White PP BXWF02 - Banyan Polypro 10/100 Box - BXWF02	355126	BXWF02	BANYAN INTERNATIONAL	CS	1000	\$11.26
CORE-77	Takeout Bowl for Hot Food, At Least 36 oz. - Creative Carryouts Octaview Plastic Hinged Lid Containers, 9" Shallow, Polypropylene - 864611-P9594	355127	864611-P9594	DART	CS	100	\$69.61
CORE-78	Hinged 3 Cpt Foam 8" YTD18803 - Pactiv White W/Optional Vents - YTD188030000	355128	YTD188030000	PACTIV	CS	150	\$14.88
CORE-79	Bowl Foam 4 oz White YTH10004 - Pactiv Unlaminated - YTH100040000	355129	YTH100040000	PACTIV	CS	1250	\$22.40
CORE-80	Dish Detergent 38 oz Dawn 45112 - P&G - 45112	355130	45112	PROCTER & GAMBLE CO. INC.	CS	8	\$55.32
CORE-81	Bag Poly 6 3 12 7G063012 - Elkay .0006 Ga LLDPE - 7G063012	355131	7G063012	ELKAY PLASTICS	CS	1000	\$12.87
CORE-82	Bowl Foam 12 oz Wht 12BWWCR - Dart Concorde Unlaminated - 12BWWCR	355132	12BWWCR	DART CONTAINER CORPORATION	CS	1000	\$19.40
CORE-83	Lid Bowl 9 oz CLSB9190 - Cambro Translucent Shoreline - CLSB9190	355133	CLSB9190	CAMBRO MANUFACTURING CO.,INC.	CS	1000	\$48.59
CORE-84	Cover Bun Rack 1.4 mil 36 24 73 - Pine Clear Min ord 40 - 1.4MIL	355134	1.4MIL	PINE POLY INC.	CS	100	\$79.17
CORE-85	Foil Roll 18" 500'	255512022	FA1014	OCALA	RL	1	\$18.12
CORE-86	Film Vinyl 12" x 2000' 910MEBP - Certo - 910MEBP	355136	910MEBP	PACTIV	CS	1	\$9.65
CORE-87	Teaspoon Heavy PP White HTP01 - Certo Polypro BS3008PP - HWT09	355137	HWT09	BANYAN INTERNATIONAL	CS	1000	\$26.25
CORE-88	Spoon Soup Heavy White HSSP01 - Certo Polypro BS4008PP - HWS02	355138	HWS02	BANYAN INTERNATIONAL	CS	1000	\$39.02
CORE-89	Souffle Paper 3/4 oz F075 - Genpak Pleated White - F075	355139	F075	GENPAK	CS	5000	\$46.66
CORE-90	Cup Cold Paper 5 oz	11130888	105359003	GRAPHIC PACKAGING	CS	3000	\$135.53
CORE-91	Plate Foam 6" White 6PWCR - Dart Concorde Unlaminated - 6PWCR	355141	6PWCR	DART CONTAINER CORPORATION	CS	1000	\$20.08
CORE-92	Hairnet Black RPH144LTBK - Royal Lightweight - RPH144LTBK	355142	RPH144LTBK	ROYAL PAPER PRODUCTS	BX	144	\$12.28

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Exhibit B, Price Schedule
Non-Core List

Item #	Description	EBP Item #	Manufacturer Item #	Manufacturer	Pack Size	UOM	Contract Price
NC-1	Bag Poly 6 3.5 18 8G063518	287300101	8G063518	ELKAY PLASTICS	1000	CS	\$ 20.77
NC-2	Bowl Foam 12 oz White 12B32	70403234	12B32	DART CONTAINER CORPORATION	1000	CS	\$ 56.45
NC-3	Apron Bib 28 x 32 White 280C	542302055	280A	ITW PROFESSIONAL BRANDS	100	CS	\$ 45.64
NC-4	Plate Foam 6" White YTH10006	63723054	YTH100060000	PACTIV	1000	CS	\$ 15.81
NC-5	Lid Cup Foam 12 Series 12JL	17405233	12JL	DART CONTAINER CORPORATION	1000	CS	\$ 20.27
NC-6	Tray Round Plastic 18" 9818K	75131060	9818K	PACTIV	50	CS	\$ 74.78
NC-7	Sponge Scrubbing 3 6 Yellow 74	427402096	61500110376	3M PADS	20	CS	\$ 40.89
NC-8	Lid Souffle Plastic YLS3FR	18300770	YLS3FR	PACTIV	2400	CS	\$ 29.17
NC-9	Towel Roll White EnMotion 89460	405600736	89460	GEORGIA PACIFIC NA COMMERCIAL	6	CS	\$ 62.44
NC-10	Straw 7.75" Flex SFW325400W	95703216	SFW3-25-400W	BANYAN INTERNATIONAL	10000	CS	\$ 45.32
NC-11	Cup Baking 4.5" x 1.3" 610031	219110510	610031	HOFFMASTER BRAND	10000	CS	\$ 44.90
NC-12	Napkin Dispenser White DX900	182600058	DX900	ESSITY PROFESSIONAL HYGIENE	6000	CS	\$ 54.94
NC-13	Plate Plastic 9" Black CW9180BK	63327227	CW9180BK	WNA COMET EAST INC	180	CS	\$ 71.28
NC-14	Liner 30 37 16Mic Natural	287803716	Z6037XNZR01	HERITAGE BAG COMPANY	500	CS	\$ 32.77
NC-15	Lid Cup Foam 10 Series 10UL	17405217	10UL	DART CONTAINER CORPORATION	1000	CS	\$ 25.10
NC-16	Fuel Chafing Methanol 2hr 20102	106900221	20102	STERNO CANDLE LAMP	72	CS	\$ 30.77
NC-17	Bowl Plastic 10 - 12 oz 12BWWF	70403219	12BWWF	DART CONTAINER CORPORATION	1000	CS	\$ 36.60
NC-18	Bag Silverware 3.25 10+ SB32510	287605110	SB32510	ELKAY PLASTICS	2000	CS	\$ 17.14
NC-19	Container Rectangle 58oz NC989B	45911541	NC989B	PACTIV/NEWSPRING	150	CS	\$ 103.65
NC-20	Cup Hot Paper 12 oz New HC12C	14400103	HC12C	BANYAN INTERNATIONAL	1000	CS	\$ 40.38
NC-21	Lid Plate Dome 10.25" CI80010	63725145	OCI800100000	PACTIV	250	CS	\$ 71.35
NC-22	Lid Steampan Half Foil Y101230	75106317	Y101230	PACTIV	100	CS	\$ 18.73
NC-23	Crock 2 Quart Black DC5110	998772015	DC5-110	CAMBRO MANUFACTURING CO.,INC.	6	CS	\$ 40.54
NC-24	Souffle Plastic 2 oz YS200	13207920	YS200	PACTIV	2400	CS	\$ 22.44
NC-25	Container Deli 32 oz YSD2532	45911225	YSD2532	PACTIV/NEWSPRING	240	CS	\$ 43.01
NC-26	Bag Poly 8 4 18 Heavy 8G084018	287938365	8G084018	ELKAY PLASTICS	1000	CS	\$ 22.83
NC-27	Lid Cup Foam 20 Series 20JL	17405241	20JL	DART CONTAINER CORPORATION	1000	CS	\$ 26.88
NC-28	Pan Round Foil 9" 30 Ga 50930	75102941	50930	PACTIV	500	CS	\$ 38.01
NC-29	Foil Roll 18 500' HD FA2022	255515016	FA2022	OCALA GROUP, LLC	1	RL	\$ 21.69
NC-30	Dish Detergent Joy 02301	446102193	2301	PROCTER & GAMBLE CO. INC.	1	DR	\$ 76.23
NC-31	Holder Pot 8.5 x 11.5 803PG	84010464	803PG	GLOBE EQUIPMENT	1	EA	\$ 5.04

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Non-Core List

Item #	Description	EBP Item #	Manufacturer Item #	Manufacturer	Pack Size	UOM	Contract Price
NC-32	Bag Shopping Kraft Recyl 87145	292661251	87145	DURO BAG MFG. CO. INC.	200	BN	\$ 47.63
NC-33	Cup Cold Plastic 3 oz YE3	13200500	YE3	PACTIV	2400	CS	\$ 34.32
NC-34	Cup Cold Paper 3 oz R3	11120017	R3-J8000	DART CONTAINER / SOLO	5000	CS	\$ 240.41
NC-35	Knife Heavy PP White HKP01	93002009	HWK02	BANYAN INTERNATIONAL	1000	CS	\$ 13.04
NC-36	Cup Cold Paper 21/22 oz CC22CA	12180810	1006138	LETICA CORP 30	1200	CS	\$ 69.42
NC-37	Fork Heavy PS White HFS01	93702212	HMWF11S	BANYAN INTERNATIONAL	1000	CS	\$ 19.56
NC-38	Hinged Sandwich Medium YTH10080	79509701	YTH100800000	PACTIV	500	CS	\$ 22.56
NC-39	Plate Plastic 7 " Black 81407	63400100	81407	HUHTAMAKI	1000	CS	\$ 75.71
NC-40	Fuel Chafing Wick 6 Hour 10102	106900344	10102	STERNO CANDLE LAMP	24	CS	\$ 30.45
NC-41	Fork Reflection Silver 610155	93500601	610155	WNA COMET EAST INC	600	CS	\$ 41.09
NC-42	Lid Cup Cold Translucent 16SL	12125505	1000497	LETICA CORP 30	2400	CS	\$ 58.32
NC-43	Lid Tray Round Dome 18" P9818	75125230	P9818	PACTIV	50	CS	\$ 50.71
NC-44	Cup Cold 12 14 oz Clear TP12	22214588	TP12	DART CONTAINER / SOLO	1000	CS	\$ 55.81
NC-45	Cup Cold 9 oz Clear PET TP9R	22214590	TP9R	DART CONTAINER / SOLO	1000	CS	\$ 43.65
NC-46	Napkin Dispenser HyNap D7138	182710477	D7138	MORCON, INC. (26)	8000	CS	\$ 23.91
NC-47	Lid Container 16 oz Paper CA16A	41206292	CA16A-4000	DART CONTAINER / SOLO	500	CS	\$ 60.44
NC-48	Steampan Full Medium Y6120XH	75105836	Y6120XH	PACTIV	40	CS	\$ 31.92
Non-Core	Percent Discount off of Non-Core List						35.00%

Contract Award 19PSX0176
Exhibit B, Price Schedule
Green Core List

ITEM #	CATEGORY	Description	Description 2	Manufacturer Item #	Manufacturer	UOM	Pack Size	Contract Price
GRN-1	BAGS, Compostable	Compost/Kitchen Waste Bag, At Least 2.5 gallons and 0.6 Mil, Certified Compostable	3-Gallon Natur-Bag® Compost/Kitchen Waste Bag, 0.65 mil	NT1025-X-00009	NORTHERN TECH	CS	500	\$35.28
GRN-2	BAGS, Compostable	Compost/Kitchen Waste Bag, At Least 13-Gallon and 0.6 Mil, Certified Compostable	13- Gallon ECOSAFE™6400 Compostable Bag, (24" x 30", 0.6 mil)	HB2432-6	ECOSAFE	CS	288	\$53.54
GRN-3	BAGS, Paper, Made with Recycled Content	Paper Grocery Bag, 8#, Made With Recycled Content	Duro Dubl Life Grocery Bag, 8# (6 1/8" X 4 1/8" X 12 7/16")	18408	DURO	BN	500	\$13.50
GRN-4	BOWLS AND SOUP CONTAINERS, Compostable	Food or Soup Container, 4 oz, Certified Compostable	Eco-Products 4 oz World Art™ Compostable Paper Food Container	EP-BSC4-WA	ECO-PRODUCTS	CS	1000	\$67.11
GRN-5	BOWLS AND SOUP CONTAINERS, Compostable	Food or Soup Container, 8 oz., Certified Compostable	Bare® by Solo® Eco-Forward, Single-Sided PLA-Coated Paper Food Container, 8 oz.	V508PL-JF522	DART CONTAINER CORPORATION	CS	1000	\$123.88
GRN-6	BOWLS AND SOUP CONTAINERS, Compostable	Food or Soup Container, 12 oz., Certified Compostable	Pactiv Earthchoice 12 oz PLA Paper Soup Container	PHSC12ECDI	PACTIV	CS	500	\$98.69
GRN-7	BOWLS AND SOUP CONTAINERS, Compostable	Food or Soup Container, 32 oz., Certified Compostable	Eco-Products World Art™ Soup Container, 32 oz, PLA-Coated Paper	EP-BSC32-WA	ECO-PRODUCTS	CS	500	\$97.47
GRN-8	CLEANING PRODUCTS, Dishwashing Detergent, Certified Low-toxicity	Dish Detergent, Certified Low-Toxicity	Clorox Green Works Manual Pot & Pan Dishwashing Liquid, 38 Ounces	CLO30381	CLOROX	CS	8	\$39.50
GRN-9	CLEANING PRODUCTS, Scrubbers, EPP	Scouring Pad, At Last 4" X 6", USDA BioPreferred	3M Scotch-Brite Greener Clean Non-Scratch Scour Pad	3M 97223-3-12	3M	CS	12	\$20.27
GRN-10	CLEANING PRODUCTS, Sponges, EPP	Sponge, Scrubbing, At Least 4.5" X 2.5", USDA BioPreferred, 12/1	Scotch-Brite® Greener Clean Non-Scratch Scrub Sponge, 4.5" X 2.7", 12/Case	3M 97030	3M	CS	12	\$13.83
GRN-11	CLEANING PRODUCTS, Paper Food Service Towels, EPP	Surface Cleaning Towels, Green Certified	GP PRO Brawny® Professional P100 Disposable Cleaning Towel, Tall Box, Brown	29222	GEORGIA PACIFIC NA COMMERCIAL	BX	148	\$52.57
GRN-12	CUPS, Cold, EPP	Cold Cup, Clear, 7 oz., Certified Compostable or Made With Recycled Content'	Eco-Products PLA Green Stripe Cold Cups, 7 oz.	EP-CC7-GS	ECO-PRODUCTS	CS	2000	\$133.13
GRN-13	CUPS, Cold, EPP	Cold Cup, Clear, 9 oz., Certified Compostable or Made With Recycled Content	Bare by Solo 9 oz., Eco-Forward RPET Cold Cup (Contains 20% Post-Consumer Recycled Content PET)	RTP9DBARE	DART CONTAINER CORPORATION	CS	1000	\$91.76
GRN-14	CUPS, Cold, EPP	Cold Cup, Clear, 12 oz., Certified Compostable or Made With Recycled Content	Eco-Products 12 oz. PLA Green Stripe Cold Cup	EP-CC12-GS	ECO-PRODUCTS	CS	1000	\$121.52
GRN-15	CUPS, Cold, Compostable	Cold Cup, Paper, 12 oz., Certified Compostable	World Centric 12 oz NoTree Paper Cold Cup	CU-SU-12C	WORLD CENTRIC	CS	1000	\$74.44
GRN-16	CUPS, Hot, Compostable	Hot Cup, Single Walled, 4 oz., Certified Compostable	Eco-Products 4 oz. Certified Compostable Evolution World™ Hot Cup	EP-BHC4-WA	ECO-PRODUCTS	CS	1000	\$53.68
GRN-17	CUPS, Hot, Compostable	Hot Cup, Single Walled, 8 oz., Certified Compostable	Bare by Solo 8 oz. Single-Sided PLA-Lined Paper Hot Cup	378PLA-J7234	DART CONTAINER CORPORATION	CS	1000	\$77.02
GRN-18	CUPS, Hot, EPP	Hot Cup, Single Walled, 8 oz., Made With Recycled Content or Certified by the Forest Stewardship Council (FSC)	Eco-Products 8 oz. Evolution World Hot Cups (Poly-Coated Cup Made with 24% Post-Consumer Recycled Content)	EP-BRHC8-EW	ECO-PRODUCTS	CS	1000	\$60.69
GRN-19	CUPS, Hot, Compostable	Hot Cup, Single Walled, 10 oz., Certified Compostable	World Centric 10 oz. PLA-Lined NoTree Paper Hot Cup	CU-SU-10-P	WORLD CENTRIC	CS	1000	\$67.30
GRN-20	CUPS, Hot, Compostable	Hot Cup, Single Walled, 12 oz., Certified Compostable	Eco-Products PLA-Lined Paper GreenStripe® Hot Cup, 12 oz.	EP-BHC12-GS	ECO-PRODUCTS	CS	1000	\$98.95
GRN-21	CUPS, Hot, Compostable	Hot Cup, Single Walled, 16 oz., Certified Compostable	Bare® by Solo® 16 oz. Eco-Forward® SSPLA (Single Sided PLA) Paper Hot Cup	316PLA-J7234	DART CONTAINER CORPORATION	CS	1000	\$118.99
GRN-22	CUTLERY, Forks, Compostable	Fork, Black, At least 6.5", Heat Tolerant to at Least 185 Degrees F, Certified Compostable	Eco-Products 7" Black Fork - Plantware® High-Heat Utensils	EP-S017BLK	ECO-PRODUCTS	CS	1000	\$57.39
GRN-23	CUTLERY, Forks, Compostable	Fork, White, At Least 6", Heat Tolerant to at Least 185 Degrees F, Certified Compostable	Eco-Products 6" Plantware High-Heat Forks	EP-S012	ECO-PRODUCTS	CS	1000	\$47.25
GRN-24	CUTLERY, Forks, Compostable	Fork, White, At Least 6.5", Heat Tolerant, Certified Compostable	Eco-Products 7" Dinner Fork - Plantware® High-Heat Utensils	EP-S017	ECO-PRODUCTS	CS	1000	\$51.51
GRN-25	CUTLERY, Knives, Compostable	Knife, Black, At Least 6", Certified Compostable	Eco-Products 6" Black Knife - Plantware® High-Heat Utensils	EP-S011BLK	ECO-PRODUCTS	CS	1000	\$53.42

Contract Award 19PSX0176
Exhibit B, Price Schedule
Green Core List

ITEM #	CATEGORY	Description	Description 2	Manufacturer Item #	Manufacturer	UOM	Pack Size	Contract Price
GRN-26	CUTLERY, Knives, Compostable	Knife, White, At Least 6.5", Heat Tolerant to at Least 185 Degrees F, Certified Compostable	World Centric 6.7" TPLA White Knife	KN-PS-6	WORLD CENTRIC	CS	1000	\$50.81
GRN-27	CUTLERY, Sporks, Compostable	Spork, At Least 6", Heat Tolerant to at Least 185 Degrees F, Certified Compostable	Eco-Products 6" Spork - Plantware® High Heat Utensil	EP-S018	ECO-PRODUCTS	CS	1000	\$44.51
GRN-28	CUTLERY, Spoons, Compostable	Teaspoon, Black, At Least 6", Heat Tolerant to at Least 185 Degrees F, Certified Compostable	Eco-Products 6" Black Spoon - Plantware® High-Heat Utensil	EP-S013BLK	ECO-PRODUCTS	CS	1000	\$53.42
GRN-29	CUTLERY, Spoons, Compostable	Teaspoon, White, 6", Heat Tolerant to At Least 185 Degrees F, Certified Compostable	World Centric 6" White TPLA Spoon	#6" TPLA Spoon	WORLD CENTRIC	CS	1000	\$38.56
GRN-30	CUTLERY, Kit, Compostable	Cutlery Kit (Fork, Knife, Spoon, and Napkin), White, At Least 6", Certified Compostable	Eco-Products 6" White Plantware® High-Heat Cutlery Kit	EP-S015	ECO-PRODUCTS	CS	250	\$71.53
GRN-31	LIDS, Hot Cups, Compostable	Lid for 8 oz. Hot Cup, Certified Compostable	Eco-Products Compostable Hot Cup Lid, 8 oz.	EP-ECOLID-8	ECO-PRODUCTS	CS	800	\$51.87
GRN-32	LIDS, Hot Cup, Compostable	Lid for 16 oz. Hot Cup, Certified Compostable	Eco-Products Compostable Hot Cup Lid, 10-20 oz.	EP-ECOLID-W	ECO-PRODUCTS	CS	800	\$75.47
GRN-33	LIDS, Souffle Cup, Compostable	Lid for Souffle/Portion Cup, 2-4 oz., Certified Compostable	Eco-Products Portion Cup Lid, 2-4 oz.	EP-PCLID	ECO-PRODUCTS	CS	2000	\$55.82
GRN-34	MISCELLANEOUS, Sandwich Bags	Sandwich Bag, At Least 6.25" X 5.75", Certified Compostable	Biobag Resealable Sandwich Bags, 6.5" X 6.7"	190420	SC JOHNSON	CS	300	\$76.08
GRN-35	WRAPS, Waxed Paper	Waxed Paper Sheets, At Least 10" X 10", Certified Compostable, PFAS-free	GreenWacks™ Dry Wax Deli Paper -10" x 10 3/4"	HDY-GW-10	HANDY WACKS	PACK	500	\$51.76
GRN-36	PLATES, Compostable	6" Light-Weight, Plate, Certified Compostable, PFAS-free	Bare by Solo Eco-Forward Light Weight Paper Dinnerware Plate, 6"	LP6B-2054	DART CONTAINER CORPORATION	CS	1000	\$52.94
GRN-37	PLATES, Compostable	9" Light-Weight Plate, Certified Compostable, PFAS-free	Bare by Solo Eco-Forward Light Weight Paper Dinnerware Plate, 9"	LP9B-2054	DART CONTAINER CORPORATION	CS	1000	\$58.82
GRN-38	SOUFFLE CUPS	Souffle/Portion Cup, 4 oz., Certified Compostable, PFAS-free	Fabri-Kal Greenware® Portion Cups, 4 oz, Clear, PLA	9509306	FABRI-KAL CORPORATION	CS	2000	\$47.88
GRN-39	STRAWS	Paper Straws, Jumbo, 7.75", Wrapped	Aardvark Straw, Jumbo, 7.75 Inch Length, White or Brown, Paper, Individually Wrapped	61500207	HOFFMASTER	CS	3200	\$87.57
GRN-40	TAKEOUT CONTAINERS, Clamshells, Compostable	Hinged Clamshell, 1 Compartment, At Least 6" X 6" X 3", Certified Compostable, PFAS-free	Eco-Products 6" x 6" x 3" Clear PLA Hinged Clamshell - Small	EP-LC6	ECO-PRODUCTS	CS	240	\$74.79
GRN-41	TAKEOUT CONTAINERS, Clamshells, Compostable	Hinged Clamshell, 3 Compartment, At Least 8" X 8" X 3", Certified Compostable, PFAS-free	Eco-Products 8" x 8" x 3" 3-Compartment Clear PLA Hinged Clamshell	EP-LC83	ECO-PRODUCTS	CS	160	\$67.58
GRN-42	TAKEOUT CONTAINERS, Clamshells, Compostable	Hinged Clamshell, 1-Compartment, At Least 8" X 7" X 3", Certified Compostable, PFAS-free	Eco-Products 8" x 8" x 3" Clear PLA Hinged Clamshell	EP-LC81	ECO-PRODUCTS	CS	160	\$60.87
GRN-NC-1	Percent discount off all unidentified Green Products							50.00%



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.