

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **1. DESCRIPTION OF GOODS AND SERVICES:**

##### **(a) ADULT PHEASANTS:**

- Client Agency shall only accept common varieties of ring-necked pheasants. Currently the Client Agency only accepts Mongolian and Chinese varieties of pheasants. Client Agency may change these requirements from time to time in its sole discretion.
- Client Agency shall only accept pheasants which are live, healthy and free from disease and physical defects as determined by Client Agency inspection at time of delivery.
- Contractor shall provide only pheasants from U.S pullorum-typhoid and U.S. Avian influenza clean flocks. Contractor shall provide USDA NPIP approval and Avian Influenza test results certification and pheasant origin in a form acceptable to Client Agency prior to shipment of pheasants.
- Contractor shall only provide mature pheasants with full and complete plumage, normal adult coloration, full wings and capable of maintaining strong flight all to the satisfaction of Client Agency at time of delivery. Client Agency shall not accept white pheasants.
- Contractor shall provide pheasants with eight-inch (8") tails as a minimum length for cock birds and five inch (5") tails for hens.
- Contractor shall only provide pheasants in good body condition to the satisfaction of Client Agency at the time of delivery.
- Contractor shall provide only pheasants in the following live weight ranges:
  - 1) Not less than three (3) pounds nor more than five (5) pounds for cock pheasants.
  - 2) Not less than two and one quarter (2 ¼ pounds) nor more than three and one half (3 ½) pounds for hens.
- Contractor shall only provide pheasants suitable for immediate release and physically capable of maintaining themselves in the wild to the satisfaction of Client Agency at the time of delivery.
- Contractor shall only provide pheasants with suitable beaks to enable them to pick natural foods when released to the satisfaction of Client Agency at the time of delivery. Pheasants with beaks severely clipped or burned or pheasants with beaks of which the top mandible has grown so long to prohibit feeding will be rejected.
- Contractor shall deliver cocks and hens in equal ratios in each shipment.

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**(b) QUANTITIES:**

Client Agency intends to purchase approximately 20,000 pheasants (approximately 10,000 (50%) percent for Group 1 and 10,000 (50%) percent for Group II as such groups are described below) from October through December of each year. Quantities are annual estimates represent a combined total of pheasants to be purchased from all contractors providing pheasants to the Client Agency. Actual purchases are dependent upon Client Agency funds availability throughout the Contract term. Client Agency guarantees no minimum purchase of pheasants and reserves the right to order up to ten (10%) percent more than the estimates described in this paragraph.

Group I – delivery October 11 – November 2

Group II – delivery November 3 – December 10

**(c) DELIVERY:**

Pheasants for each delivery group must be ready for delivery on the first day within the delivery timeframe specified in this Exhibit A. Actual numbers of pheasants to be delivered or picked up will be designated by the Client Agency in each purchase order. Actual delivery dates will be dependent on weather conditions. Specific delivery dates will be mutually agreed upon between the Client Agency and the Contractor, however, Friday delivery dates may be preferred. The Contractor shall be notified by the Client Agency to confirm or re-schedule delivery at least twenty-four (24) hours in advance of each agreed upon delivery date. In the event the Contractor and the Client Agency are unable to agree upon delivery dates, the Client Agency's decision shall control. Delivery of pheasants for the below described Option 2 through Option 4 shall be F.O.B, Client's designation.

Contractor shall initially deliver pheasants utilizing the options identified in Exhibit B and correspondingly described in detail below. Client Agency may direct Contractor to deliver pheasants in accordance with any of the options described below to meet Client Agency needs. All deliveries must be made not later than 10:00 a.m. EST unless otherwise directed in writing by the Client Agency.

- **OPTION 1:** Delivery of pheasants with pick-up by the State at the Contractor's game farm. Client Agency shall provide the crates that the Contractor will put the pheasants into. Client Agency shall be responsible for the loading and unloading of the crates. This option is available for State suppliers only and will be reserved for bidding by registered small business set-aside Contractors only.
- **OPTION 2:** Delivery of adult pheasants from Contractors pursuant to this option will be accepted or rejected by the Client Agency subject to Client Agency inspection at the Sessions Woods Wildlife Management Area, located at 341 Milford Street (Route 69) Burlington, Connecticut. Contractors shall furnish adequate labor to unload crates and transfer pheasants to holding areas or other crates at Client Agency direction. Client Agency may elect to transfer pheasants from Contractor's crates utilizing its own equipment and

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resources. With Contractor's written consent, Client Agency may utilize Contractor's shipping crates for subsequent pheasant distribution without the need to transfer pheasants to other equipment at no additional expense to Client Agency. Any empty crates will be returned to Contractor upon the next scheduled delivery.

Minimum deliveries will be approximately one hundred (100) pheasants and maximum deliveries will be five hundred (500) pheasants. Client Agency shall dictate exact order numbers in each purchase order.

- **OPTION 3:** Delivery of adult pheasants from Contractors pursuant to this option will be accepted or rejected by the Client Agency upon inspection at the Eastern District Headquarters, located at 209 Hebron Rd. (Route 66), Marlborough, Connecticut. Contractors shall furnish adequate labor to unload crates and transfer pheasants to holding areas or other crates at Client Agency direction. Client Agency may elect to transfer pheasants from Contractor's crates utilizing its own equipment and resources. With Contractor's consent, Client Agency may utilize Contractor's shipping crates for subsequent pheasant distribution without the need to transfer pheasants to other equipment at no additional expense to Client Agency. Any empty crates will be returned to Contractor upon the next scheduled delivery.

Minimum delivery for each day will total approximately three hundred (300) pheasants and maximum deliveries will be nine hundred (900) pheasants.

- **OPTION 4:** Delivery of adult pheasants from Contractors pursuant to this option will be accepted or rejected by the Client Agency upon inspection at the Franklin Wildlife Management Area, located at 391 Route 32, North Franklin, Connecticut. Contractors shall furnish adequate labor to unload crates and transfer pheasants to holding areas or other crates at Client Agency direction. Client Agency may elect to transfer pheasants from Contractor's crates utilizing its own equipment and resources. With Contractor's written consent, Client Agency may utilize Contractor's shipping crates for subsequent pheasant distribution without the need to transfer pheasants to other equipment at no additional expenses to Client Agency. Empty crates will be returned to Contractor upon the next scheduled delivery.

Minimum delivery for each day will total approximately fifty (50) pheasants and maximum deliveries will be three hundred (300) pheasants.

**(d) INSPECTION AND REJECTION:**

All pheasants, which do not conform to the specifications described in this Exhibit A to the satisfaction of the Client Agency WILL BE REJECTED BY THE CLIENT AGENCY FOLLOWING INSPECTION AT CONTRACTOR BREEDING FARM OR POINT OF DELIVERY.

**(e) NOTICE:**

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Any Contractor unable to fulfill contractual obligations shall immediately report in writing the complete circumstances that resulted in the inability to fulfill the Contract. The notice shall be mailed to the below listed Contract Specialist and address:

Teresa Dupont  
DAS/Procurement Services  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Document shall be sent to Teresa Dupont, Contract Specialist at [Teresa.Dupont@ct.gov](mailto:Teresa.Dupont@ct.gov)

#### **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) Subcontractors**

Subcontracting is not allowed under this Contract.

##### **(c) Security and/or Property Entrance Policies and Procedures**

Contractor shall adhere to established security or property entrance policies and procedures or both 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.