EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

Contractor shall supply one-gallon and two-gallon Cook/Chill Bags for food preparation and storage.

(a) One-Gallon Cook/Chill Bag Specifications

Film Properties:
Flat Width – Variance: 250 mm (9.843") +/-5mm
Length – Variance: 24” +1.5”/-1/4”
Thickness – Variance: 102 microns +/-13% standard tolerance for point to point gauge uniformity

Angle Seal:
Total length: 285-307 mm - ± 10 mm; Width: 5mm - ± 2 mm

Second Seal:
Total length: 247 mm - ± 5 mm; Width: 5-18 mm - ± 2 mm

Handle Hole Inside Length Variance:
88 mm total length - ± 2 mm

Oxygen Transmission Rate:
Value – Unit 50 – cc/m²/24hr/1atm
Method – Conditions ASTM F1927 - 23°C, 75%RH

Water Vapor Transfer Rate:
Value – Unit 4 – gr/m²/24hr
Method – Conditions ASTM F1249 - 38°C, 90% RH

Tensile Strength:
Value – Unit – Method 34MD – N/mm² - ASTM D 882
Value – Unit – Method 26TD – N/mm² - ASTM D 882

Elongation at Break:
Value – Unit – Method 360 MD - % - ASTM D 882
Value – Unit – Method 380 TD - % - ASTM D 882

Status:
Packaging complies with Food and Drug Administration (FDA) Code of Federal Regulations (CFR), Title 21

Bisphenol A (BPA)
Does not contain BPA
(b) Two-Gallon Cook/Chill Bag Specifications

Film Properties:
- Flat Width – Variance: 250 mm (9.843") +/-5mm
- Length – Variance: 32” +1.5”/-1/4”
- Thickness – Variance: 102 microns +/-13% standard tolerance for point to point gauge uniformity

Angle Seal:
- Total length: 285-307 mm - + 10 mm; Width: 5mm - + 2 mm

Second Seal:
- Total length: 247 mm - + 5 mm; Width: 5-18 mm - + 2mm

Handle Hole Inside Length Variance:
- 88 mm total length - + 2 mm

Oxygen Transmission Rate:
- Value – Unit: 50 – cc/m²/24hr/1atm
- Method – Conditions: ASTM F1927 - 23°C, 75%RH

Water Vapor Transfer Rate:
- Value – Unit: 4 – gr/m²/24hr
- Method – Conditions: ASTM F1249 - 38°C, 90% RH

Tensile Strength:
- Value – Unit – Method: 34MD – N/mm² - ASTM D 882
- Value – Unit – Method: 26TD – N/mm² - ASTM D 882

Elongation at Break:
- Value – Unit – Method: 360 MD - % - ASTM D 882
- Value – Unit – Method: 380 TD - % - ASTM D 882

Status:
- Packaging complies with Food and Drug Administration (FDA) Code of Federal Regulations (CFR), Title 21

Bisphenol A (BPA):
- Does not contain BPA
EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(c) Delivery

Contractor shall label and package all orders adequately to insure safe handling and proper delivery. Contractor shall not charge any additional fees including, but not limited to, handling, packaging and restocking fees. Client Agency may require multiple drop points within each delivery location.

All purchase orders must be F.O.B. destination, freight on board. Contractor shall bear the risk of loss during delivery of all products. No additional fuel surcharges or other ancillary charges are allowed. All orders must be labeled and packaged adequately to insure safe handling and proper delivery, in accordance with standard commercial practice.

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 subdivisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.

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

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases 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) Subcontractors

Subcontracting is not allowed under this Contract.

(e) 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.

(f) 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 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. Contractors shall obtain from the DOC a form for each 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) Contractor personnel shall not have any verbal or personal contact with any inmates.

(D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.

(F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason 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 must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.

(J) The Contractor shall ensure that all equipment not in use, is secure 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 Performance.

(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 shall 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 shall 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 Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will 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.

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

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

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

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

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.] The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written
or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]

3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

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

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.

2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

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

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