

## **ADDITIONAL INFORMATION:**

Use commodity number 785-05-034368 (AGPS)

### **Non-Exclusivity:**

This agreement is non-exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

**Deliveries:** Deliveries shall be made Monday through Friday, 8:00 a.m. to 5:00 p.m., except on State declared holidays. Political subdivisions and quasi agencies authorized to purchase under this contract may not observe the same holidays as State agencies.

Orders placed by 4:00 p.m. local time will be delivered within seven (7) days with the exceptions of non-metropolitan areas (7-10 days delivery), special order items, large volume orders, back ordered items and they will be delivered on the next available business day.

These exceptions will be delivered as they become available per the delivery description provided at the time of order placement.

### **Desk Top Delivery:**

All deliveries against this contract shall be considered inside delivery with no additional charge. All deliveries shall be delivered to either a designated desktop, multiple locations existing at the same address (such as a university campus, hospital, office complex, etc.), such shipment could be to an individual's office, workstation, the customer's warehouse, central stores, etc. at the discretion of the ordering agency, or a single dock delivery based upon the needs of the user.

**Over the Counter (OTC) purchases are not available under this contract.**

**Minimum Order:** There is no minimum order limit and no small order fee.

### **Ordering/Delivering/Receiving:**

- A. Orders may be placed by users on-line, by facsimile, mail, and telephone at the discretion of the user.
- B. Contractor shall provide confirmations of order receipts and credit returns.
- C. Contractor shall have in place a process to notify the ordering agency of any discrepancies related to the order, i.e. pricing, incorrect stock numbers, unit of measures, etc. within eight (8) business (8) hours of receipt of order, in order to provide the agency timely resolutions.
- D. Contractor shall have a process in place whereby agencies may opt to "kill" an order in its entirety or any portion thereof that is not filled /delivered. This process normally is determined at time of establishment of the account.
- E. Contractor shall include a packing slip for each order delivered, which will be used for receiving delivered items. All items not included in the order shall be noted on this packing slip. The packing slip shall include, but not necessarily limited to, the following:

1. Agency assigned order number
2. Ship-to Address, Contact Name and Telephone Number
3. Bill to Address
4. Date of Order
5. Contract Number
6. Catalog Stock Number, Item Description, Net Unit Cost, Unit of Measure
7. Quantity Ordered, Quantity Shipped
8. Extended and Total Dollar Amounts
9. Agency's Account Number
10. Items on backorder

F. Contractor shall provide an appropriate document, which serves as "proof of delivery" which will be signed by customer at time of receipt of order. This document must list the agency assigned order number, number of packages received, delivery address, and contact person and telephone number. This is minimal information to ensure the proper matching of document with the packing slip, agency assigned order number, and the invoice number.

G. The detection of any order for which a product is filled with a substitute item may be grounds for immediate temporary loss of selling privileges or permanent removal from the contract.

**Invoicing:**

A. It is necessary that the contractor provide multiple method of billing to meet the unique requirements of the different State agencies and other approved ordering entities. The contractor shall offer a bill complete invoice (a single invoice per purchase order, regardless of the number of shipments required to complete the order) or a bill by shipment invoice (receive one bill per delivery) at the discretion of the agency.

B. The contractor shall submit the invoice in accordance with the "bill to" address instructions on the agency's order.

C. The invoice shall include, but not necessarily limited to, the following:

1. Agency assigned order number
2. Ship-to Address, Contact Name and Telephone Number
3. Bill-to Address
4. Date of Order
5. Contract Number
6. Catalog Stock Number, Item Description, Net Unit Cost, Unit of Measure
7. Quantity Ordered, Quantity Shipped
8. Extended and Total Dollar Amounts
9. Agency's Account Number

D. Non-contract items are NOT permitted to appear on the invoices.

E. The contractor shall resolve all invoice discrepancies within five (5) business days from notification.

F. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.

**Product Returns:**

A. Condition of Merchandise: All returns must be received by Independent Stationers in resalable condition with all original packing materials, parts and accessories intact and in

new condition. Independent Stationers reserves the right to deny any return or exchange or credit if a product is not in original/resalable condition.

B. For returns which meet the Condition of Merchandise, there will be no restocking fee if Independent Stationers is notified within 30 days.

C. For Damaged Merchandise there will be no restocking fee if Independent Stationers is notified within 10 days. After 10 days the restocking fees apply. Shipments received with any visible damage to the contents or packing materials should be noted on the delivery Receipt or Bill of Lading at the time of delivery and/or refuse shipment. The Participating Public Agency must notify and request the RMA number within 10 days to avoid any restocking fee.

D. Restocking fees apply only if a user does not notify Independent Stationers of a return or damaged item within the policy notification as stated below:

1-10 days - 0%

11-30 days - 5%

31-60 days - 15%

61+ days no returns

E. Exclusions and Exceptions: Special Orders, Customer Items and Manufacturer Direct to include custom stamps, food, dated goods and items not normally stocked but special ordered from the manufacturer. These items are only returnable in the event of a manufacturers defect or incorrect shipment.

F. The contractor shall promptly credit the invoice and issue a credit notification to the affected agency.

**Back Orders:** The contractor shall notify the agency within eight (8) hours of receipt of an order of any item on the order that cannot be filled within the specified delivery period. The balance of the order is not to be held due to the back order item(s). Backorders by the contractor shall be filled within five (5) business days of original order. The contractor shall provide the following information about pending backorder(s): item description, manufacturer's SKU, reason for shortage, and plan of action. The contractor shall have the ability to provide expected/anticipated delivery dates for back ordered items.

Contractor shall have a process in place whereby agencies may opt to "kill" an order in its entirety or any portion thereof that is not filled /delivered. This process normally is determined at time of establishment of the account.