

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

#### 1. Warehousing of Office Supplies, Toner, and Cut Sheet Paper

- a. Contractor(s) must have and maintain adequate inventory in a contractor-operated location to provide delivery of all items covered under contract. The State of Connecticut reserves the right to determine whether or not the contractor has adequate inventory sufficient to meet the needs of the contract.

#### 2. Distribution of Office Supplies, Toner, Cut Sheet and Specialty Papers

- a. The awarded contractor(s) is required to provide annual catalog distribution to all contract customers at no additional charge.
- b. In addition, the contractor will be required to provide a printed pricer on an annual basis to all contract customers listing the contract price for each item on contract.
- c. All orders placed 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 legal holidays. Contractors that offer additional hours above and beyond these times should state additional hours of operation in their proposal response. All in-stock orders must be processed and shipped within 24-48 hours after receipt of order, with a 98% fill rate. If an item is not in-stock and the contractor must fill the order by drop-shipment, it is highly desirable that the delivery be made within 5 business days after receipt of order. If items have to be drop-shipped directly from the manufacturer, those items will be subject to the manufacturer's lead times for shipping and contractors are required to notify the customer with an estimated ship date. If the ship date is not satisfactory, the customer has the right to notify the contractor that they wish to cancel that portion of the order without penalty. The contractor(s) is required to provide written order cut-off and guaranteed shipment dates as part of their proposal response.
- d. **All orders shall be FOB destination, freight included.** No minimum quantity required. No additional fuel surcharges will be allowed. There shall be no additional teacher pack, or pallet charges; and no additional charges will be accepted for inside deliveries. All orders shall be labeled and packaged adequately to insure safe handling and proper delivery. **No restocking fees will be allowed.** There may be multiple drop points within each delivery location that could encompass either desktop or departmental deliveries or both. It is estimated that 50% of all deliveries are considered to be desktop. As the contract progresses, it is expected that the number of delivery locations will increase to include additional Political Subdivisions and Not-For-Profit Organizations of the State.
- e. Delivery points shall be designated by the ordering entity and may be "inside delivery" or dock delivery. "Inside delivery" is defined as the designated delivery location within the ordering entity's building, which may be a particular floor, room, etc.
- f. Successful contractor(s) shall be prepared to supply a list of driver's names and any other background information necessary, to the Department of Correction (DOC) for security clearance into the various DOC locations throughout the State. The contractor(s) vehicles are subject to inspection upon entering and leaving all DOC facilities.
- g. The contractor(s) shall resolve all order and invoice discrepancies (e.g., shortages, damaged products, etc.) within five (5) business days from notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, the contractor shall take all of the steps the ordering entity deems to be reasonably necessary or appropriate to resolve the discrepancies.

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

- h. Products returned because of quality problems, duplicated shipments, outdated products, etc., shall be picked up by the contractor within five (5) business days after notification, with no restocking charge, and shall be replaced with specified products or the ordering entity shall be credited/refunded for the full purchase price.
- i. Products ordered in error must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition (original container, unused). The contractor may not charge for such returns. There shall be no restocking charges.
- j. Used Toner Cartridges Pick Up

The contractor shall pick up used toner cartridges and ink jet cartridges on a regular basis from every delivery location regardless of where the cartridge was originally purchased or provide postage paid return address label.
- k. Regular substitution of Fixed Price items for another shall require prior written approval of Procurement Services.

### 3. Order Entry/Invoicing

- a. Contractor(s) shall be capable of accepting orders via telephone, facsimile, mail, the State of Connecticut's E-Commerce system (Core-CT) and/or the contractor's web-site. In the State of Connecticut, Executive branch agencies of the state will have the ability to place orders by the State's Core-CT system and/or the vendor's web-site. All other contract customers may utilize the ordering method of their choice. The requirements for the Core-CT system are outlined in section 3.g. of this document.
- b. It is required that the awarded contractor(s) provide a web page to advertise contract pricing. The web site must be accessible with a generic password for all contract customers. The web-site must include (at the minimum):

  - i. An area for contract customers to develop and utilize on-line templates of their most frequently purchased items
  - ii. Promotional section to highlight approved contract promotions.
  - iii. "How to Buy" section including information on how to utilize the state's contract (includes telephone, fax, and e-mail information for the Contract Manager, Sales, Service, and Customer Service personnel dedicated to the contract).
  - iv. The State reserves the right to request modifications to the web page during the term of the contract. Any modifications, changes or updates must be reviewed and approved by the contract administrator prior to publication.
- c. Invoices must include line item detail (i.e. part number, description, quantity, cost per item, total cost). An invoice must be completed for every order placed through the contract.

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

- d. Cost Centers within an ordering entity may require invoicing as specified by each entity. The contractor's billing system shall be flexible enough to accommodate the needs of varying accounting systems.
- e. Orders shall be placed, at the discretion of each ordering entity, to the contractor of their choice if the contract is awarded to more than one contractor.
- f. Any special promotional pricing shall be automatically built into contractor pricing.
- g. **E-Commerce (Electronic Commerce)**

The State utilizes an internet-based E-Procurement ordering system, known as Core-CT. Awarded contractors will receive purchase orders from the State through the Core-CT System and shall provide electronic invoicing to be loaded into the Core-CT System.

Contractors shall provide the State with functional data files that include specific formats for product and pricing information to be loaded into the Core-CT system, or enable electronic access/interface to the Contractor's catalog (either through a punch-out catalog or a third-party hosted catalog). In the event third-party hosted catalog is used, the Contractor shall invoice the State for the awarded products at the contracted prices. By providing a punch-out catalog solution, the Contractor shall provide its own online catalog of the State's offerings. By providing a third-party hosted catalog, the Contractor shall provide a list of its products/pricing in an electronic data file to a third-party provider which hosts multiple catalogs for the State.

Upon contract award, the Contractor shall provide the State with a functional data file that will then be loaded into a catalog in Core-CT for Client Agency ordering purposes. The Core-CT Catalog will be maintained in Core-CT by State personnel or through third-party acting on the State's behalf. Contractors shall provide functional data files within ten (10) business days from the date of contract award notification. Failure to provide functional data files within the time allotted will constitute breach of the contract. Detailed information on the functional data file requirements and Core-CT is available at <http://das.ct.gov/SupplierKitCoreCT>.

When the Contractor is required to provide the State with a punch-out or third-party hosted catalog, the Contractor shall cooperate with the State to create a project plan, project schedule and methodology of operation to enable and maintain the integration of the Contractors statewide contract offerings within a timeframe that is mutually agreeable to the State and the Contractor. The State will determine which of the catalog structures (either punch-out or hosted) must be provided by the Contractor. The State may utilize a third-party provider to coordinate this integration on behalf of the State.

Contractor's functional data files or catalogs must contain the most current pricing, as well as the most up-to-date product offerings that the Contractor is authorized to provide in accordance with the Contract. During the term of the contract, functional data file updates and/or catalog updates must be provided in a timely manner. Frequency of these updates are outlined in the pricing specification section of the Contract. Additional information on functional data file updates is available in the "Supplier Kit" found at <http://das.ct.gov/SupplierKitCoreCT>. State approved price adjustments are not effective until implemented within the Core-CT catalog, punch-out catalog or third-party hosted catalog and a Contract Supplement is issued by the State.

Existing pricing/product information will remain in effect until a functional data file or catalog is received, approved, loaded and a contract supplement is issued by the State.

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

#### 4. Distribution of Requisition/Ordering Forms, Catalogs, Price Lists, Promotional Materials, etc....

##### Requisition/Ordering Form

- a. The contractor(s) shall develop and provide, at no cost, a custom requisition/ordering form including all Fixed Price items, including, but not limited to the following information:
  - A header portion with space provided for date, bill-to and ship-to information, purchase order number, release number, required delivery date, contact name and phone number, and contract award number.
  - Quantity to be Ordered, Product Description, Manufacturer, Stock Number, and Unit of Measure
  - This requisition form is to be used as an order guide when placing orders or as an aid in developing customized templates.
  - A separate "free-form" area for additional items from the contractor's Percentage Discount from Catalog that can be written on the form by hand.
- b. During the term of the contract, the requisition form shall be distributed to all eligible entities, at no charge.

##### Catalogs/Price Lists:

- a. All proposers must submit a current published and dated catalog that indicates the list price for each item, with their proposal submittal. Contractors will also be required to distribute an updated catalog, on an annual basis, to all contract customers at no charge.
- b. Each catalog or price list must clearly identify the name, address, telephone and fax number of the awarded contractor. The cover sheet of the catalog must also clearly state the contract award number. Awarded contractors must also include instructions for ordering, customer service, and contract restrictions (where appropriate).
- c. Within forty-five (45) calendar days of the award, the "Full Line" contractor(s) is required to provide a price list for each contract customer containing all contract prices; including the contractor's catalog price, net price to the State, possible volume discount price, contractor's name, contact person and telephone number. The list must be provided to the contract administrator of the contract award for review and approval prior to issuance to eligible entities. The contractor will be required to provide an annual updated price list during the term of the contract.
- d. Within ten (10) business days of a request, the contractor shall provide catalogs or price lists to any requesting eligible entity.

##### Promotional Materials

- a. Awarded contractors will be required to submit in advance, all advertising literature (including but not limited to brochures, catalogs, and price lists) to the contract administrator for review and approval prior to distribution to any eligible entity.

**EXHIBIT A**

**DESCRIPTION OF GOODS AND SERVICES**

---

**5. Management Reports**

- a. Contractor(s) must provide and maintain a database capable of detailed tracking of customer accounts, requisitions, proof of delivery, billing, and payments in a comprehensive manner.
- b. The contractor(s) must be able to gather information from the database and submit activity reports on a quarterly and annual basis. A year of purchases is defined as the fiscal year from July 1 to June 30 of each year.
- c. The contractor(s) must submit a copy of reports to the contract administrator in the State of Connecticut. It is highly preferable that reports be provided in Excel format and include, but not be limited to, the following information:
  - 1) Sales by account providing the name of the account
  - 2) Within each account, sales shall be broken out by Fixed Price items and Catalog Minus items.
  - 3) Reports shall list each item sold, including manufacturer and stock number, description, unit of issue, unit price, quantity sold semi-annually and year-to-date
  - 4) Summary of semi-annually and year-to-date sales of all Client State agencies and a separate summary of semi-annual and year to date sales to all political subdivisions and not-for-profit organizations.
  - 5) A breakout of recycled and environmentally preferable product purchases.

Submission deadline for Semi-Annual Reports will be:

Period Ending	Submission Deadline
December 31 <sup>st</sup>	January 20 <sup>th</sup>
June 30 <sup>th</sup>	July 20 <sup>th</sup>

Failure to meet the reporting requirements established herein may result in contract termination.

**6. Customer Survey**

- a. All contractors will be required to distribute a survey, developed by the state's contract administrator, to all contract customers. Contractors are required to provide all responses, whether they are favorable or unfavorable to the contractor administrator. The surveys will assist in the evaluation of a contractor's performance during the term of the contract.

**7. Prices**

**a. Fixed Price List**

This part consists of the General Office Supplies, Toner and Cut Sheet Paper items most commonly used and most frequently ordered and are based on actual purchases for 2011. Manufacturer Part numbers are being provided for these items. For purposes of the proposal, equivalent items have been consolidated to leverage Fixed Price costs. Quantities listed are estimates of expected purchases for a one-year contract period.

The State reserves the right to add to the fixed price item list throughout the contract period.

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

To insure a level playing field and establish a consistent level of RFP evaluation; proposers will be required to provide trade names where specified (i.e. Avery, Esselte, 3M, etc.). Proposers are strongly cautioned that they are required to provide a minimum of 90% of all the items contained in the three spreadsheets titled "General Office Supplies", "Cut Sheet Paper", and "Toner" to be considered as a "Full Line" proposer. If a trade name is not specified, the proposer may propose alternative trade name product to the right of the spreadsheet.

**If selected for negotiations, the successful contractor(s) will have the ability to offer alternate products (i.e. private label products) for consideration to DAS/Procurement Services for additional cost savings or replacement. However, it is understood that Procurement Services has the sole right to accept or deny such requests.**

If a Fixed Price item becomes obsolete during the term of the contract; the contractor must offer a product that meets or exceeds the obsolete item at the current contract price. It is understood that the contractor(s) must submit such requests and receive written approval for DAS/Procurement Services before any changes are made to the Fixed Price List. DAS/Procurement Services reserves the right to accept or reject any changes to the Fixed Price list.

#### **8. Price Adjustments – Fixed Price List (General Office Supplies and Toner)**

##### **i. Increases:**

Prices shall remain firm for the first year of the contract. Requests for increase shall be limited to one request for all Fixed Prices items on an annual basis thereafter as negotiated by DAS/Procurement Services.

##### Fixed Price Items – (General Office Supplies and Toner)

All General Office Supplies will remain firm for the first twelve (12) months of the contract. It is understood and agreed that any increase will be accepted only after DAS/Procurement Services receives proof from the contractor (on the manufacturer's letterhead) indicating the effective date and the actual amount of the increase. No retroactive increases shall be allowed.

Note: All Fixed Price Items: Pricing will always be less than the United Stationers current published catalog with the % discount, even with increases.

Note: Calendars listed on the fixed price items may be adjusted in July for the next calendar year.

Example: Calendars for 2013 would be eligible to be updated in July 2012 etc. Please provide the documentation that is required below.

**Documentation including words such as "approximate" or "expected" will not be accepted. If DAS/Procurement Services determines that the documentation provided does not fully support the requested increase, the request may be denied or DAS/Procurement Services may request additional documentation to support the requested increase. All requests must be submitted at least thirty (30) calendar days prior to the effective date to allow sufficient time to review, accept and/or reject requested increases, and notify users of price changes. Price adjustments will not take effect until the State receives a functional data file approved by DAS/Procurement. DAS/Procurement Services reserves the right to negotiate or reject any price increase deemed to be excessive.**

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

#### ii Decreases:

Price decreases shall become effective immediately on the date specified in the manufacturer's notice of change. The contractor must immediately provide the State with complete information update reflecting the price decreases. The contractor(s) shall bill at the reduced prices on deliveries made on or after the date of the manufacturer's price reduction. The contractor(s) shall also promptly notify DAS/Procurement Services with a letter of notice regarding the decrease. Failure to pass on price reductions may result in removal from the contract.

#### 9. Price Adjustments – Fixed Price List (Cut Sheet Paper)

##### i. Increases:

Fixed Price Paper prices shall remain firm for the first six months of the contract. Requests for increase shall be limited to one request for all Fixed Prices items on a six-month basis thereafter as negotiated by DAS/Procurement Services.

It is understood and agreed that any increase will be accepted only after DAS/Procurement Services receives proof from the contractor (on the manufacturer's letterhead) indicating the effective date and the amount of actual increases for specific items listed on the Fixed Price list. No retroactive increases shall be allowed.

Documentation including words such as "approximate" or "expected" will not be accepted. If DAS/Procurement Services determines that the documentation provided does not fully support the requested increase, the request may be denied or DAS/Procurement Services may request additional documentation to support the requested increase. All requests must be submitted at least thirty (30) calendar days prior to the effective date to allow sufficient time to review, accept and/or reject requested increases, and notify users of price changes. Price adjustments will not take effect until the State receives a complete functional data file update. DAS Procurement Services reserves the right to negotiate or reject any price increase deemed to be excessive.

##### ii. Decreases:

Price decreases shall become effective immediately on the date specified in the manufacturer's notice of change. The contractor must immediately provide the State with a complete functional data file update reflecting the price decreases. The contractor(s) shall bill at the reduced prices on deliveries made on or after the date of the manufacturer's price reduction. The contractor(s) shall also promptly notify DAS/Procurement Services with a letter of notice regarding the decrease. Failure to pass on price reductions may result in removal from the contract.

**Note: It will be the sole responsibility of the contractor(s) to notify Procurement Services, in writing, of such price increases or decreases. The notice shall contain the effective date for the price increases or decreases to allow Procurement Services sufficient time (at least thirty (30) calendar days) to notify eligible entities. The notice shall be accompanied by proof of cost increases or decreases on the manufacturer's letterhead.**

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

#### 10. Catalog MINUS (Full Catalog Discount):

This part consists of the General Office Supplies, Paper and Toner items not specifically listed in the Fixed Price portion of this RFP. Proposers are to provide a catalog that meets the typical needs of an office setting. Proposers may obtain their products through whatever suppliers deemed to be the most beneficial for their company; however, for administrative purposes of the contract only the United Stationers Pricer will be used as a basis for price evaluation. The State of Connecticut will not be using the SP Richards catalog as a mechanism for pricing. Proposers that do not meet these requirements may be rejected.

**To provide a level playing field for evaluation; discounted pricing for the Full Catalog Discount is determined using the United Stationers Dealer Net Pricer, Net Price (End Column). Proposers are to offer a discount from this column that will remain constant during the duration of the contract award.**

#### Price Adjustments-Catalog MINUS (Full Catalog Discount)

##### i. Increases:

Price adjustments will be allowed on a yearly basis in July of each year. Requests for such increases must be requested to DAS/Procurement Services no later than June 15th of the previous year on the company's letterhead. A copy of the appropriate United Stationers Pricer and contractor's electronic published catalog and shall accompany the request. Requests received after the June 15<sup>th</sup> deadline will be rejected and no further request for increase will be considered until the following anniversary date. Price adjustments will not take effect until the State receives a functional data file update.

##### ii. Decreases:

Any increased percentage off of catalog resulting in a cost decrease is encouraged at any time during the term of the contract. Contractors must forward the request in writing to DAS/Procurement Services for review and the decrease must be accepted and approved prior to implementation. Once approved by DAS Procurement Services, the cost decrease will be effective immediately and will be made available for all eligible entities. The contractor must immediately provide the State with a functional data file update reflecting the price decreases.

#### 11. Miscellaneous

- a. Contractor(s) are required to assign adequate sales and customer service support to assist contract customers. The proposer is required to provide the name of a key contact person assigned as the Account Manager for the term of the contract. The Account Manager will be responsible to respond in a timely manner to all information requests from the contract administrator of either state. It will also be the Account Manager's duty to attend meetings called by either State, provide all periodic reports, and serve as the liaison between the contract administrator and state accounts in the resolution of issues.
- b. Successful contractor(s) are required to have an emergency back-up plan in place in the event of power outages, computer failures, product shortages or any other emergency situation.

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

#### 12. Set-Aside Component

Partial Set Aside:

- a. It is the intention of the State of Connecticut to award fifty (50%) of this contract to Connecticut Small and/or Minority Business Enterprises that are currently certified through Department of Administrative Services Supplier Diversity Program.
- b. To become a certified small business, your company must meet the qualifications as determined by legislation, under Section 4a-60g of the Connecticut General Statutes (C.G.S.).
- c. Suppliers who have questions about the small business program should contact the Department of Administrative Services, Supplier Diversity Unit, 165 Capitol Avenue, Hartford, CT 06106. Please direct any questions to Meg Yetishefsky, Director, at telephone number 860-713-5228 (860) 713-5228.

#### 13. Quantities and/or Usages

Quantities listed are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting customer.

#### 14. Contract Separately/Additional Savings Opportunities

The State of Connecticut/DAS/Procurement Services reserves the right to either seek additional discounts, create a promotional discount opportunity, improve catalog discounts, and/or contract separately for a single purchase, if in the judgment of DAS/Procurement services, the quantity required is sufficiently large enough to enable the State to realize a cost savings, over and above the published contract prices. Cost reductions will be submitted to DAS/Procurement Services for review and approval prior to being offered to all eligible entities of the State of Connecticut.

#### 15. P-Card (Purchasing Credit Card)

Purchases for all state agencies that are less than \$1,000 shall 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 from this Contract using the purchasing card. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall only charge to the State's MasterCard upon delivery of goods or rendering of services.

The Contractor shall capture and provide to their Merchant Bank, Level 3 reporting at the line item level for all orders placed by State purchasing cards.

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

## EXHIBIT A

### DESCRIPTION OF GOODS AND SERVICES

---

#### **16. Mandatory Extension to State Entities**

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

#### **17. Change of Address**

In the event the contractor moves or updates contact information, it is the responsibility of the contractor to advise Procurement Services of such changes in writing. The State will not be held responsible for payments or purchase orders delayed due to the lack of routing caused by the lack of notification on the contractor's part. Change of address or telephone updates must be forwarded to: Department of Administrative Services, Procurement Services, 165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford, CT 06106, Attn: Jill Belisle.