



1. Solicitation #: SW17360

2. Solicitation Issue Date: 03/02/17

3. Brief Description of Requirement:

Infant/Toddler/Child Products.

Please Note: Certain sizes of Disposable Diapers and Disposable Baby Wipes are available from SW001 State Use Procurement Schedule, Contract ID # 2851. See Section C.1.2 for more information.

NOTE TO SUPPLIERS: The State of Oklahoma is working to streamline the process of payment to suppliers and to reduce the timeframe of payment. When submitting your response, please also include a draft invoice (that is like your original invoices) with the item(s) and pricing. Please make sure that it is marked as "Draft Invoice". The intent of this is to match our purchase orders to an invoice whenever possible; however, unless there is some overriding reason for a marked difference, the invoice should closely match the RFP items and pricing. Please note that if your company is awarded and issued a purchase order, you will still need to submit a proper invoice after the purchase order has been issued and you have provided the item(s)/services(s) to the agency. Also, please be sure and put in bold letters "THIS IS NOT A BILL" in addition to marking it as a draft invoice.

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date¹: March 30, 2017

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Common Carrier Delivery Address: OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Electronic Submission Address: _____

6. Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Linda Lechtenberg

Phone: 405-522-0436

Email: Linda.Lechtenberg@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** SW17360

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES, Central Purchasing

Agency Number: 090

Solicitation or Purchase Order #: SW17360

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they

consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review

to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

§1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

- B.1.1.** The Contract Period is the Date of Award through one year with the option to renew for up to four (4) additional one year periods.

B.2. Agreement Period

- B.2.1.** The Agreement Period is the Date of Award through the end of the final renewal period. Renewal options shall be at the sole discretion of the State of Oklahoma.

B.3. Extension of Contract.

- B.3.1.** The State may extend the term of this contract for up to 180 day intervals if mutually agreed upon by both parties in writing.

B.4. Type of Contract.

- B.4.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.5. Contract Preference

- B.5.1.** This contract is non-mandatory for State of Oklahoma agencies

B.6. Authorized Users.

- B.6.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Universities, and Municipalities may avail themselves of the contract.

- B.6.2.** The Oklahoma Statutes state that Counties, School Districts, and Municipalities may avail themselves of the contract subject to the approval of the successful vendor(s). In the response, Suppliers are required to indicate whether their response (check one):

B.6.2.1. Yes ____ (1) permits usage by entities other than State Agencies or

B.6.2.2. No ____ (2) permits usage by State Agencies only.

- B.6.3.** Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

B.7. Ordering.

- B.7.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence. Each purchasing entity will place orders directly with the winning Supplier(s).

B.8. Prompt Payment Discounts.

- B.8.1.** Please review A.18.3 for information concerning prompt payment discounts.

B.9. Gratuities

- B.9.1.** The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of Central Purchasing.

B.10. Proposal Conformity

- B.10.1.** By submitting a response to this solicitation, the offeror attests that the supplies or services conform to specified contract requirements.

B.11. Contract Usage Reporting Requirements

- B.11.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

- B.11.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.

- B.11.3.** Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in B.11.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:

B.11.3.1. Email – strategic.sourcing@omes.ok.gov

B.11.3.2. Physical Address:

OMES – Central Purchasing
Frates Building
5005 N. Lincoln, Suite 300
Oklahoma City, Ok 73105

B.11.4. Contract quarterly reporting periods shall be:

B.11.4.1. January 1 through March 31.

B.11.4.2. April 1 through June 30.

B.11.4.3. July 1 through September 30.

B.11.4.4. October 1 through December 31.

B.11.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.11.6. Usage Reports shall be submitted in the Excel form listed as Attachment “F”.

B.12. Contract Management Fee

B.12.1. As provided by Oklahoma State Statute 74 O. S., §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract. The Oklahoma Administrative Fee shall not be reflected as a separate line item in the Supplier's billing to participating State Agencies and Authorized Users.

B.12.2. Supplier agrees to annotate the resultant amount on the quarterly “Contract Usage Report” as listed in Section B.11.6 and make payment by company check to OMES – Central Purchasing within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B.11.4. To ensure the payment is credited properly, the Supplier must identify the check as a “Contract Management Fee” and include the following information with the payment: List the SW# and Contract Title, the report amount, and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Accounting and Reporting
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, OK 73105

B.12.3. Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.13. Conflict of Interest

B.13.1. The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers firm or any of its branches.

B.14. Patents and Royalties

B.14.1. The Supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.14.2. The Supplier without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.15. Disclosures Regarding Lobbyists

B.15.1. A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

B.15.2. Any Supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

B.15.3. The name and address of each lobbyist or agent of the Supplier or subSupplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

B.16. Notice of Award

B.16.1. Notice of award letter resulting from this RFP will be furnished to each successful Supplier and shall result in a binding contract without further action by either party. It shall be the successful Supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions, or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.17. Supplier Invoices

B.17.1. The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice, and receive payment. If the Supplier wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.17.1.1. Invoicing shall be made in accordance with the instructions of the agency or division issuing the purchase order.

B.17.1.2. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of Management and Enterprise Services for a copy of the regulations.

B.17.1.3. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.17.1.4. See A.18 for further invoicing information.

B.18. State Purchase Care (P-Card)

B.18.1. SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARE (P-CARD). FAILURE TO ACCEPT THE P-CARD WILL BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

B.18.2. SIGNATURE OF ACCEPTANCE: _____ **DATE:** _____.

B.19. State and Federal Taxes

B.19.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

B.20. Oral Agreements

B.20.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by Central Purchasing.

B.21. Minor Deficiencies or Minor Informalities

B.21.1. "Minor deficiency" or "minor informality" means an immaterial defect in a proposal or variation in a proposal from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

B.21.2. The State Purchasing Director may waive minor deficiencies or informalities in a proposal if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for proposal rejection.

B.22. Electronic Submission

B.22.1. All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.1 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

B.23. Draft Invoice

B.23.1. NOTE TO SUPPLIERS: The State of Oklahoma is working to streamline the process of payment to suppliers and to reduce the timeframe of payment. When submitting your response, please also include a draft invoice (that is like your original invoices) with the item(s) and pricing. Please make sure that it is marked as "Draft Invoice". The intent of this is to match our purchase orders to an invoice whenever possible; however, unless there is some overriding reason for a marked difference, the invoice should closely match the RFP items and pricing. Please note that if your company is awarded and issued a purchase order, you will still need to submit a proper invoice after the purchase order has been issued and you have provided the item(s)/services(s) to the agency. Also, please be sure and put in bold letters "THIS IS NOT A BILL" in addition to marking it as a draft invoice.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

- C.1.1. The State of Oklahoma, Office of Management and Enterprise Services, Central Purchasing (OMES-CP) is releasing a Request for Proposal (RFP) for a catalog contract for Infant/Toddler/Child Products.
- C.1.2. **Please Note: The following sizes of disposable diapers are available from SW001 State Use Procurement Schedule, Contract ID # 2851. Those sizes are: 6-11 lbs., 11-16 lbs., and over 23 lbs. Also, 9" x 13" disposable baby wipes, 50 wipes/tub, 12 tubs/case for a 600 total count is also available from the same State Use contract. The supplier is McCalls Chapel School, Inc. (ID # 0000079007). All entities required to go through State Use as their first line of purchasing must purchase these items from this contract. All other entities are encouraged to do so as well.**

C.2. Scope

- C.2.1. The Supplier is to provide the entire portfolio of quality Infant/Toddler/Child Products in a timely and efficient manner. This RFP is being conducted using a discount-off Manufacturer Suggested Retail Price (MSRP). For evaluation purposes, Suppliers are required to complete Attachment A, Cost Workbook.
- C.2.2. The State intends to establish one or more contracts to satisfy the requirements of products listed in this solicitation. The State may opt to award any given section of a category to one of more Suppliers, award any category to one or more Suppliers, or it may award all categories to one Supplier. In the best interest of the State, the State reserves the right to add additional Suppliers at any time to ensure complete coverage to Authorized Users.
- C.2.3. Both resellers/distributors and manufacturers are invited to respond to this RFP. Suppliers are to indicate if they are resellers/distributors or manufacturers.
- C.2.4. Suppliers are to comply with all infant formula regulatory requirements, all infant/toddler/children's clothing safety/flammability standards, all durable infant/toddler/children's product requirements/standards, as well as any other applicable safety/regulatory requirements for infant/toddler/child products.

C.3. Purchasing Process and Pricing

- C.3.1. Authorized Users will place their own orders with the Supplier. After Contract award, Supplier will interact with Authorized Users on a day-to-day basis for specific issues relating to delivery timeliness, product quality, returns, and similar concerns. Contract Administrator, Linda Lechtenberg, will be responsible for managing price changes, market basket modifications, and overall contract management, including addendums and Contract performance.
- C.3.2. There are four categories in this RFP. Each of these attachments lists example products; however, additional products can be purchased off the resulting contract. The brands listed are examples of the types of products needed and the listed specifications should be considered reference specifications for those products. The Supplier's products should meet or exceed those specifications.
 - C.3.2.1. Category 1
 - C.3.2.1.1. Example Mother's Breastmilk Nutrition and Baby/Toddler Formula, Food, & Snacks
 - C.3.2.1.2. Example Products for Feeding Infants, Toddlers, and Children
 - C.3.2.2. Category 2
 - C.3.2.2.1. Example Nursery Furniture
 - C.3.2.2.2. Example Toddler/Children's Furniture
 - C.3.2.2.3. Example Bedding and Room Décor
 - C.3.2.3. Category 3
 - C.3.2.3.1. Example Infant/Toddler/Child Car Seats
 - C.3.2.3.2. Example Strollers – All Varieties
 - C.3.2.3.3. Example Baby Gear & Activities
 - C.3.2.3.4. Example Baby & Toddler Toys
 - C.3.2.4. Category 4
 - C.3.2.4.1. Example Diapers & Potty Products
 - C.3.2.4.2. Example Infant/Toddler/Child Clothes & Shoes
 - C.3.2.4.3. Example Health & Child Safety Products

C.3.2.4.4. Example Bath & Skincare Products

- C.3.3.** Suppliers submitting a proposal for Infant/Toddler/Child Products are to propose costs for Categories 1, 2, 3, and 4 listed in Attachment A, Cost Workbook. Suppliers are to list their percentage discount off the manufacturer's list price for each example type of product in the % discount section. Attachment A will be utilized for evaluation purposes.
- C.3.4.** The awarded Supplier(s) are required to provide data collection, reporting, and distribution of Infant/Toddler/Child Products to the Authorized Users.

C.4. Contract Manager

- C.4.1.** The Supplier will provide a Contract Manager that will work with the Contracting Officer to fully implement and manage the contract.
- C.4.2.** The Supplier will work closely with subSuppliers (if applicable) to fully implement and manage the contract.
- C.4.3.** The Supplier shall make available to the Contracting Officer, technically competent personnel to accomplish the tasks and deliverables for the implementation and management of the contract. In addition, the Supplier will have a customer service unit that is dedicated to this contract to respond to user inquiries.
- C.4.4.** The Supplier must notify the Contracting Officer of any Contract Manager change in writing within 10 calendar days of the change.
- C.4.5.** The Supplier shall promptly notify the Contracting Officer in writing of any unresolved issues or problems that have been outstanding for more than five (5) working days.
- C.4.6.** The Supplier must include the name and contact information of the individual who will be the Contract Manager for the term of the contract. The Contract Manager will be responsible for operation and administration of the contract by the Supplier. The Contract Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contracting Officer.
- C.4.7.** The Contract Manager shall, upon request attend meetings (in person or by conference call) at Central Purchasing or at other sites, as requested and determined by the Contracting Officer. The Contract Manager will be responsible for reports required by the contract and to serve as liaison between the Supplier and Central Purchasing and any other Authorized User. The Contracting Officer may require the Supplier to relieve the Contract Manager from work on this contract, if in the Contracting Officer's opinion, it is apparent that the Contract Manager does not deliver work that conforms to performance standards outlined in this RFP.

C.5. Contract Manager's Job Duties

- C.5.1.** It is desirable that the Contract Manager's duties include, but not be limited to the following:
 - C.5.1.1.** Communications with the Authorized User's personnel to discuss any shortages and needed substitutions.
 - C.5.1.2.** Meet with any Authorized User's personnel to discuss any areas of concern as needed.
 - C.5.1.3.** Be available to demonstrate (or provide documentation) to the Contracting Officer and to the Authorized Users' personnel new products available on the market.
 - C.5.1.4.** Maintain and update the market baskets and master price lists/catalogs and review with and distribute to the different Authorized Users on an ongoing basis.
 - C.5.1.5.** Handle all complaints and maintain a log of the complaints and resolutions. Handle all requests from the Authorized Users/Contracting Officer for inquiries about products.
 - C.5.1.6.** Issue credit memos and arrange for return of incorrectly shipped or deficient products.
 - C.5.1.7.** Resolve any problems and/or discrepancies with the order/delivery schedules.
 - C.5.1.8.** Coordinate with the Contracting Officer any rebate programs or special pricing promotions which have been offered from manufacturers.
 - C.5.1.9.** Work in conjunction with the Contracting Officer in doing research and making recommendation for product changes to better meet the needs and challenges of the State of Oklahoma.
 - C.5.1.10.** Present and discuss cost reduction ideas on a regular basis.

C.6. Service Level Requirements and Expectations

- C.6.1.** Mandatory Service Level Requirements
 - C.6.1.1.** This section of the document contains Mandatory Service Level Requirements that the successful Supplier is required to meet at NO extra charge. Suppliers are required to indicate any inability to provide the Mandatory Service Level Requirements (as defined in the remainder of this section of the

document). **Suppliers who cannot meet Requirements C.6.1.2 through C.6.1.6 may be disqualified on the grounds of non-responsiveness.**

- C.6.1.2.** For all products sold, Supplier must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. If requested, Supplier must be able to identify an account number with the manufacturers they represent.
- C.6.1.3.** Each product sold will have a minimum of manufacturer's standard warranty.
- C.6.1.4.** Proposed pricing will remain fixed for the first twelve (12) months of the contract. Requests for additional increases in pricing for contract items will be limited to once a year.
- C.6.1.5.** If any prices fluctuate between the time of order and delivery, Supplier shall charge the prices in effect as of the order date.
- C.6.1.6.** The Supplier will not invoice service fees or additional costs to the Authorized Users during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified C.6.2.11.1), hazardous materials, pallet, or fuel charges or surcharges.
- C.6.1.7.** Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with the Supplier to develop regular delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.
- C.6.1.8.** Suppliers are to indicate the number of business days after receipt of order for standard orders.
- C.6.1.9.** Suppliers are to indicate the number of business days after receipt of order for rush orders.
- C.6.1.10.** Acceptable hours for deliveries may vary by location. It is Supplier's responsibility to determine the acceptable delivery times and packing requirements for each customer at the time the first orders are placed.
- C.6.2.** Desirable Service Level Expectations
 - C.6.2.1.** This section of the document contains Desirable Service Level Expectations that the Supplier is expected to perform at NO extra charge. **All Mandatory Requirements listed in Section C.6.1 supersede the Desirable Service Level Expectations listed below.** Suppliers are required to indicate any inability to provide the Desirable Service Level Expectations (as defined in the remainder of this section of the document) by indicating as such in response submittal. In addition, Suppliers are required to propose alternatives to Desirable Service Level Expectations that cannot be met.
 - C.6.2.2.** Response Time: The Supplier should respond to all communications no later than one business day. Supplier's failure to respond within one business day may result in the assessment of liquidated damages in the amounts determined in Section C.6.2.33.
 - C.6.2.3.** Fill Rate: The Supplier should maintain a Fill Rate of 98%. The fill rate will be calculated by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate. Approved and accepted substitutions shipped and delivered on first fill will not count against fill rate; disapproved or denied substitutions or substitutions not delivered on first fill will count against fill rate. Supplier's failure to maintain a Fill Rate of 98% may result in the assessment of liquidated damages in the amounts determined in Section C.6.2.33.
 - C.6.2.4.** Invoice Accuracy: The Supplier should strive to achieve invoice accuracy of 100%.
 - C.6.2.5.** Delivery Standards: After award and when an order is placed, the Supplier and the Authorized Users should contact each other to set up the delivery schedule. Supplier should accommodate any required delivery frequencies, days and times, and should make every effort to accommodate Authorized Users' preferences, as stated in this document or communicated subsequent to the RFP.
 - C.6.2.5.1.** The Supplier should make deliveries on dates and times acceptable to Authorized Users. If a regular delivery day falls on a State holiday, Authorized Users and Supplier may determine an alternate date.
 - C.6.2.5.2.** The Supplier should deliver the products by the delivery date specified in any executed Attachment, Appendix, or Order referencing the Agreement. The Supplier should ensure delivery date standards are met 97% of the time.
 - C.6.2.5.3.** Some Authorized Users require inside delivery. Supplier should unload products and deliver to specified interior locations at no additional charge, if the Authorized User requires inside delivery. To expedite delivery, Supplier's delivery trucks should be equipped for varying dock heights.
 - C.6.2.5.4.** Deliveries should be complete by the delivery date noted on the order, unless otherwise modified by mutual consent of the Authorized User and Supplier. Should an emergency

situation occur, causing a delivery to be delayed until after Authorized User's normal delivery hours, Supplier should contact the Authorized User by phone no less than one (1) hour before the end of Authorized User's normal receiving time for late delivery approval.

- C.6.2.5.5.** Supplier is responsible for rescheduling delivery to a time acceptable to the Authorized User at no charge. If there is no mutually acceptable date and time to reschedule, or if a late delivery means the Authorized User should need to procure products elsewhere, the Authorized User may cancel all or a portion of the late delivery at no charge.
- C.6.2.5.6.** Poor planning by the Supplier does not constitute an emergency, nor do delays caused by other customers on a delivery route. Authorized User will have final determination of whether or not to accept late deliveries.
- C.6.2.6.** Non-Delivery: After notification of impending short or out-of-stock items, the Authorized User may cancel the balance of incomplete deliveries without penalty. Authorized User may purchase shorted items that cannot be supplied by the Supplier by date required elsewhere.
- C.6.2.7.** Overall Customer Satisfaction: Supplier should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Authorized Users, and should conduct such a survey upon request from the Contracting Officer. Both the raw and analyzed survey results should be provided to the Contracting Officer. The following includes some of the areas to be measured on the survey: Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction.
- C.6.2.8.** Ordering Methods: Suppliers should have a local Oklahoma telephone number or a toll free (800) number. Each Authorized User will be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax, or computer on-line systems. The State encourages Suppliers to have online ordering capabilities, such as a dedicated website, to facilitate online orders. In the response, please include screenshots of the relevant web interface.
- C.6.2.9.** Payment Options: Authorized Users will pay the Supplier by check, electronic funds transfer, or with the State's authorized P-card.
- C.6.2.10.** Freight Policy: All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Supplier is responsible for filing and expediting all freight claims with the carrier. The Supplier should pay title and risk of loss or damage charges.
- C.6.2.11.** Rush Delivery: Respondents should be able to provide Rush Delivery to Authorized Users within a 24 hour window. Explain your rush delivery capabilities in your response.
 - C.6.2.11.1.** Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior approval from the Authorized User). Rush delivery that occurs as a result of the Supplier's error will be at no additional cost.
- C.6.2.12.** Shipping: The State is committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Supplier of any such requirements.
 - C.6.2.12.1.** All hazardous materials should be shipped per all Federal and State regulations.
 - C.6.2.12.2.** All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice. All individual units of measure (such as cases, rolls, pallets etc.) should have a clearly visible "vendor product label" containing the Supplier's product number, manufacturer product number, and quantity per unit of measure.
 - C.6.2.12.3.** Suppliers are also requested to provide the number of cases of similar items if possible. (e.g. if 5 cases of formula, then label should indicate case 1 of 5, case 2 of 5 and so on.)
 - C.6.2.12.4.** A packing slip should also be included with each shipment which should include the customer/authorized user account number, customer/authorized user name (constituency description), customer/authorized user address, ship date, purchase order number (or purchase method and user name if there is no purchase order), Supplier product number per line item, line item description, quantity ordered, quantity included in the shipment, unit price, and any back ordered items.
 - C.6.2.12.5.** Any shipping containers which are not properly marked as per these instructions may be cause for rejection.
- C.6.2.13.** Return of Product: Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Authorized Users, be returned to the Supplier at the Supplier's expense within 30 days. Credit for returned goods shall be made immediately once the Supplier receives the returned goods.

- C.6.2.13.1.** If any product is returned to a Supplier for failure of performance, the Supplier will, at the State's discretion, refund all amounts paid to the Supplier for such product or replace the product.
- C.6.2.13.2.** Within twenty (20) days of written notification by the Authorized User, the Supplier should make arrangements for the return of the product.
- C.6.2.13.3.** The Supplier should bear all shipping and insurance costs.
- C.6.2.13.4.** Supplier should be liable for damages to the product, unless caused by fault or negligence of the Authorized User that occur during the return process.
- C.6.2.13.5.** Please describe your return policy in detail.
- C.6.2.14.** Returns due to User Error: Supplier should provide for return of unopened items ordered in error for up to 30 calendar days from delivery.
 - C.6.2.14.1.** For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly-scheduled delivery time. Otherwise, Authorized Users should be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Supplier's nearest service location for such returns. No additional charges are allowed, including restocking fees.
 - C.6.2.14.2.** Supplier should issue a credit to Authorized User's account as soon as items have been received by the Supplier.
- C.6.2.15.** Post-Order Customer Service: The Supplier should provide each of the designated Authorized Users a single point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during standard business hours in the Central time zone, regardless of the time zone where Supplier is located. All service representatives should have access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, statewide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by email, fax, or phone (local or 800 number).
- C.6.2.16.** Price Verification: The Supplier should be able to provide manufacturer price lists and its own list price lists at the State's request in order for the State to verify all pricing. The Supplier should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Supplier records in order to identify discrepancies. If discrepancies are found, at a minimum, the Supplier will refund the State the difference and may be subject to other legal remedies.
- C.6.2.17.** Respondents should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.
- C.6.2.18.** Quality Assurance and Warranty Guarantee: The Supplier should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over a minimum of the manufacturer's warranty period. The Supplier should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified.
- C.6.2.19.** Product Availability: The State should not allow any cancellation of example Cost Workbook products without an equal and acceptable replacement approved by the Contracting Officer. (Please note: the brands listed in the Cost Workbook may not be the brands awarded and are listed only to establish example product specifications and for evaluation purposes. The brands awarded on this contract may be alternate brands with equal to specifications.) Suppliers should communicate manufacturer's discontinuation of any products to the Contracting Officer in writing within five (5) business days of notification by manufacturer. In such instances, Suppliers should work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Suppliers should be prepared to offer detailed quarterly reports if requested by the State, displaying removed products and their suggested replacements. Suppliers should offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement product number, description, and final price.
- C.6.2.20.** Notification of Back Orders: Please describe in detail your back order notification procedures.
- C.6.2.21.** Emergency Product Substitutions and Out-of-Stock Items: If necessary to complete a shipment on time, Supplier may request a product substitution. The product substituted should be of equal or larger quantity, equal or better quality and/or grade, at no additional cost, and the Authorized User should accept the substitution in writing (email is acceptable) prior to delivery. Invoices shall denote all items and quantities as ordered. Any shorted items shall be noted as "out-of-stock."
- C.6.2.22.** Receiving Procedures and Order Inspection: State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Authorized Users may

identify and reconcile delivery discrepancies of quantity or quality after delivery. Product delivered will also be inspected at time of use and is subject to refusal/return for issues of quality.

- C.6.2.22.1.** Any cases damaged during loading or delivery will be rejected. Supplier should replace with like or acceptable product at no charge within two business days of notice.
- C.6.2.22.2.** When receiving deliveries, Authorized Users may inspect each item at the time of receipt and note any count discrepancies and visible damage on the Supplier's packing slip.
- C.6.2.22.3.** Discrepancies or damages noted should be initialed by the Supplier's delivery agent.
- C.6.2.22.4.** If, upon inspection at the time of receipt, products are found to be in unacceptable condition, Authorized User may refuse delivery and note reason on delivery receipt. Supplier's delivery agent shall initial any such notes.
- C.6.2.22.5.** When satisfied that the shipment is in proper order and/or all discrepancies have been properly noted and initialed, the receiving person shall sign the Supplier's packing slip and retain a copy for their records.
- C.6.2.22.6.** Authorized Users reserve the right to reject all or part of a delivery.
- C.6.2.22.7.** Supplier should allow ample time for these procedures at each delivery location.
- C.6.2.23.** Invoice Requirements: All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users.
 - C.6.2.23.1.** Before payment is made, the State will verify that all invoiced charges are correct as per the Contract(s). Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be accurate, clear, and complete in conformity with the instructions below.
 - C.6.2.23.2.** All invoices must be itemized showing the Supplier name, remit to address, purchase order number (or purchase method and user name, if there is no purchase order), invoice number, release number if given, date of order/release, item manufacturer's name or abbreviation (if applicable), complete item description, unit of measure, quantity per unit of measure, manufacturer's product number, Supplier's catalog and/or stock numbers, contract price, quantity shipped, extended prices, shipping charges (if applicable), discounts, agency name or purchaser name, account number, and the invoice total.
 - C.6.2.23.3.** Supplier should provide original invoice and requested number of copies to the designated accounts payable representative(s) or address(es) for each Authorized User.
 - C.6.2.23.4.** Each invoice should contain only those products covered by the purchase order or other purchase method designated on that invoice. Invoices that have pricing other than approved contract pricing will not be considered valid invoices.
- C.6.2.24.** Complaint Resolution Procedure: The Supplier should have a robust complaint resolution procedure and a clear hierarchical path a complaint takes. Please describe in detail.
- C.6.2.25.** Contract Usage: Responses should cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions.
- C.6.2.26.** Supplier's Representative: Supplier's representative should be available to meet at least quarterly with the Contracting Officer in order to discuss contract concerns. Supplier's representative should be available upon request of the Contracting Officer to evaluate contract implementation and performance, and to identify continuous improvement opportunities or market changes.
- C.6.2.27.** Catalogs: Supplier should have searchable web based catalog(s) and deliver hard copies, CD-ROM, or electronic media copies of the most current catalog to each Authorized User upon request. When a new catalog is issued, the Supplier should provide Contracting Officer with an electronic copy of that catalog within five (5) business days of publication. Please note (see E.2.4): When submitting their response, Suppliers are to submit the URL of their searchable web based catalog(s) or the searchable CD-ROM of their catalog(s).
- C.6.2.28.** Marketing: Supplier should assist the Contracting Officer in preparing marketing tools to promote the contract relationship, but be aware that inappropriate marketing communications sent directly to Authorized Users will not be permitted. All marketing materials should be approved in advance by the Contracting Officer. Supplier should arrange for product demonstrations, product literature, and other informational support when requested by the Contracting Officer. Please describe in detail your marketing approach.
- C.6.2.29.** Training: Supplier should provide any necessary training for Authorized Users on, at a minimum, the following topics: catalog access, order placement, and invoice processing. All training shall be coordinated through the Contracting Officer or Authorized Users. Please describe in detail your approach.

- C.6.2.30.** Shipments should be made using vehicles owned and/or managed by the Supplier or by common carriers with parcel tracking abilities.
- C.6.2.31.** In-Store Purchases: If the Supplier operates or has special arrangements with brick-and-mortar stores in the State of Oklahoma, the Supplier should extend contract pricing for in-store purchases. The Supplier will be expected to formulate a method to identify an Authorized User as such so that contract pricing will be made available for in-store purchases during check out. Please describe this in detail.
- C.6.2.32.** Geographic Coverage: The State expects the Supplier to provide services in as many parts of the State of Oklahoma as possible. In the response, the Supplier should indicate the parts of the State that they can serve:
 - C.6.2.32.1.** Southwest Oklahoma (defined as areas south of I-40 and west of I-35).
 - C.6.2.32.2.** Southeast Oklahoma (defined as areas south of I-40 and east of I-35).
 - C.6.2.32.3.** Northwest Oklahoma (defined as areas north of I-40 and west of I-35).
 - C.6.2.32.4.** Northeast Oklahoma (defined as areas north of I-40 and east of I-35).
- C.6.2.33.** LIQUIDATED DAMAGES: The State desires to contract with a vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, the State has developed the following Key Performance Metrics (KPM) which shall be used to measure Supplier's performance and delivery of services.
 - C.6.2.33.1.** Note: the Supplier shall comply with all contract terms and conditions upon execution of the contract.
 - C.6.2.33.2.** Reporting, response time, and fill rate are the KPMs deemed most crucial to the success of the overall desired service level. The Supplier shall ensure that the stated KPMs are met. When such standards are not met, liquidated damages may be assessed by the State. Liquidated Damages shall be paid upon the Supplier's receipt of notice from the State of the amount of the assessment by crediting the mutually accepted assessment amount from the Supplier's next invoice to the affected Authorized User.
 - C.6.2.33.3.** In the response, Suppliers are asked to propose liquidated damages for each instance when the KPMs are not met as listed below. Further, Suppliers are asked to add more KPMs and liquidated damages, as applicable.
 - C.6.2.33.4.** Reporting: For each week after the required date (see B.11) for which an accurate and complete usage report has not been received from the Supplier, the Supplier may be assessed liquidated damages. For the second occurrence that the Supplier fails to timely provide an accurate and complete usage report, liquidated damages may be assessed per week that the report is overdue. For the third occurrence that the Supplier fails to timely provide an accurate and complete usage report, liquidated damages may be assessed per week that the report is overdue.
 - C.6.2.33.5.** Response Time: If the Supplier does not respond to all communications within 1 business day, the Supplier may be assessed liquidated damages for each day after the 1-business day requirement.
 - C.6.2.33.6.** Fill Rate: If the Supplier does not maintain a fill rate of 98% each month for every Authorized User, the State may impose liquidated damages. The damages are by Authorized User per month.

C.7. State Responsibilities

- C.7.1.** Contracting Officer will work with the Supplier's Contract Manager to fully implement and manage the contract.
- C.7.2.** The Contracting Officer is the contact person for issues relating to this contract.
- C.7.3.** The Authorized User is responsible for reviewing and approving the deliverables.
- C.7.4.** Authorized Users will ensure the Supplier has proper access to the appropriate areas for deliveries pertaining to this contract.
- C.7.5.** The Contracting Officer will review and approve implementation plan.
- C.7.6.** The Contracting Officer reserves the right to review Supplier's outreach marketing material.

D. EVALUATION

- D.1.** This contract will be awarded by the best value method.

D.2. Evaluation factors will include:

- D.2.1.** Cost. See C.3, Section H, and Attachment A, Cost Workbook.
- D.2.2.** Response to the requirements listed in Section C. See C.2.3, C.4.6, C.6.1 (including C.6.1.2 through C.6.1.6, C.6.1.8, and C.6.1.9), C.6.2.1, and other areas in C.6.2 requiring detailed responses (including C.6.2.8, C.6.2.11, C.6.2.13.5, C.6.2.20, C.6.2.24, C.6.2.27, C.6.2.28, C.6.2.29, C.6.2.31, C.6.2.32, and C.6.2.33.2).
- D.2.3.** References. See E.2.7.
- D.2.4.** Prompt Payment Discounts. See A.18.3.

E. INSTRUCTIONS TO BIDDER

E.1. Response Format

- E.1.1.** Supplier is to submit one (1) complete copy of their response on a CD which includes the completed proposal including the scanned images of the required OMES signed forms. Also, the Supplier's URL for their searchable catalog is to be listed on that CD or their searchable catalog(s) is to be submitted on a separate CD. CD(s) must be unprotected documents. Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the CD's with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.
- E.1.2.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.1.3.** Please ensure that your Discs are marked clearly with the RFP Number.
- E.1.4.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.2. Response Instructions

- E.2.1.** Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.2.2.** Suppliers are to complete the Non-Collusion Form.
- E.2.3.** The Supplier's response is to contain any required responses listed in Section C.
- E.2.4.** When submitting their response, Suppliers are to submit the URL of their searchable web based catalog(s) or the searchable CD-ROM of their catalog(s).
- E.2.5.** The Supplier's response is to contain any required responses listed in Section H.
- E.2.6.** The Supplier's response is to contain the responses listed in Attachment A, Cost Workbook.
- E.2.7.** Suppliers are to submit three references. Include the reference business name and a contact person. Include the contact person's phone number, fax number if available, and email address.
- E.2.8.** Suppliers are to respond to Section B.6.
- E.2.9.** Suppliers are to provide their signature and date on B.18.
- E.2.10.** Suppliers are to submit a draft invoice.

F. CHECKLIST

- F.1.** Responding Bidder Information Form.
- F.2.** Non-Collusion Form.
- F.3.** Attachment A, Cost Workbook.
- F.4.** Draft Invoice.
- F.5.** Other solicitation response requirements.

G. OTHER

G.1. Question Submittal

- G.1.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **March 17, 2017 at 11:00 a.m.** Central Daylight Time. Questions are to be emailed to Linda.Lechtenberg@omes.ok.gov.

Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

G.2. Attachments

- G.2.1.** Attachment A, Cost Workbook
- G.2.2.** Attachment B, Category 1 – Example Formula, Food, & Snack Products and Example Feeding Products.
- G.2.3.** Attachment C, Category 2 – Example Nursery Furniture, Example Toddler/Children's Furniture, and Example Bedding and Room Décor.
- G.2.4.** Attachment D, Category 3 – Example Infant/Toddler/Child Car Seats, Example Strollers – All Varieties, Example Baby Gear & Activities, and Example Baby & Toddler Toys.
- G.2.5.** Attachment E, Category 4 – Example Diapers & Potty Products, Example Infant/Toddler/Child Clothes & Shoes, Example Bath & Skincare Products, and Example Health & Child Safety Products.
- G.2.6.** Attachment F, Usage Report Template

H. PRICE AND COST

- H.1.** Please note: Pricing will be listed in Attachment A, Cost Workbook.
- H.2.** Suppliers are to complete sections C, D, E, F, G, and H of Category 1, Category 2, Category 3, and Category 4 in Attachment A, Cost Workbook.
- H.3.** Suppliers are to list their percentage discount off the manufacturer's list price for each category of products listed in % Discount in Attachment A, Cost Workbook.