



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: Personal Hygiene Products

Statewide Contract # : SW 11078

Contract Issuance Date: December 3, 2011

Total Number of Vendors: 1 (For details see: Vendor Information Sheet)

Contract Period: Continuous Contract through Does not expire

Agreement Period: Continuous Contract through Does not expire

Authorized Users: All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.

Contract Priority: THIS CONTRACT IS MANDATORY . This contract is awarded according to the State Use Statute, Title 74, Chapter 48, Sections 3001-3010 et. seq. This contract must be used for the purchases of above products.

Type of Contract: This is a firm fixed contract for the indefinite delivery of supplies specified

OMES-CP Contact: Daron Hoggatt **Title:** State Use Administrator

Phone: 1 - 405 - 521 - 4474 **Email:** daron.hoggatt@omes.ok.gov



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendors Information

Vendor Name: McCall's Chapel School

Vendor ID#: 0000079007

Vendor Address: Address: 13546 County Rd 3600

City: Ada

State: OK

Zip Code: 74820

Contact Person Name: Susan Bordwine

Phone #: 1 - 580 - 272 - 6628

Title: Purchasing Manager

Fax #: 1 - 580 - 436 - 2151

Email: sbordwine@hotmail.com

Website: n/a

Authorized Location: ☐ Locations list attached as (attachment title)

☒ Address: 13546 County Rd 3600

City: Ada

State: OK

Zip Code: 74820

Contract ID #: 0000000000000000000003124

Delivery: Twenty (20) Business Days

Minimum Order: Three (3) Cases

P/Card Accepted: ☐ Yes

☒ No

Other: FEI #: 73-0718872

Freight on Board (F.O.B.): Prices shall be F.O.B. requesting agency including packaging, handling, shipping and delivery charges fully prepaid by the vendor.

RETURNS: Unless determined to be the error of the ordering party, the Supplier shall not be entitled to a Restocking fee/Returned Goods charge or return freight costs. Should goods need to be returned due to the error of the ordering part, goods may be returned in the original condition, freight prepaid, with a ten percent (10%) of sales cost for restocking/returned goods charge. Goods must be returned within thirty (30) calendar days for consideration of this credit.

Credit for returned goods shall be made as soon as the goods have been received and approved by the Supplier.

SW12078 Personal Hygiene Products Special Provision

A.1 Competitive Bid Not Applicable

According to O.S. 74, Chapter 48 § 3008. Exceptions - Competitive Bid Requirement Not Applicable

Nothing in Sections 3001 et seq. of this title pursuant to purchases of products and services from people with severe disabilities shall be construed to prohibit any department or agency of the state from manufacturing or supplying its own products or services for its own use. Procurements made pursuant to this act shall not be subject to the competitive bid requirements of the Oklahoma Central Purchasing Act, Section 85.1 et seq. of this title.

Any reference to "bid", "bidder", "solicitation" are not applicable. Definitions for the noted terms for the purpose of this document are as follows:

"Bid" means the offered price a Qualified Organization or State Use Vendor can provide the requested product or service.

"Bidder" means a Qualified Organization or State Use Vendor.

"Solicitation" means a request for price or invitation by the State Purchasing Director or a state agency for a bidder to submit a priced offer to provide acquisitions to the State.

"Supplier" means the awarded Qualified Organization or State Use Vendor.

A.2. Contract Term and Renewal

Contract Term: The initial contract is for a twelve month period, commencing January 1, 2012 and ending December 31, 2012. The contract may be renewed for up to three (3) additional one (1) year option periods, with agreement of all parties.

A.3. Extension of Contract

The State may extend the term of this contract for up to 90 days if mutually agreed upon in writing by both parties.

A.4. Type of Contract

A.4.1. This will be a mandatory statewide contract that is available to all state agencies. This contract will be awarded according to the State Use Statute, Title 74, Chapter 48, Sections 3001-3010 et. seq. Other government agencies may avail themselves of this contract.

A.5. Ordering

Any supplies to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations will 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 a conflict between a purchase order and this contract, the contract shall have precedence.

A.6. Minimum Order Requirements

A.6.1. Minimum order requirements are three (3) cases.

A.6.2. Instances where supplier makes partial shipment of orders meeting minimum requirement, shipments shall be made F.O.B. destination with no extra transportation charges added.

A.6.3. Ordering parties shall be allowed to mix items to reach minimum order requirements.

A.7. Required Delivery

A.7.1. Delivery shall be made within twenty (20) business days.

A.7.2. Unless determined to be the error of the ordering party, the Supplier shall not be entitled to a Restocking fee/Returned Goods charge or return freight costs. Should goods need to be returned due to the error of the ordering part, goods may be returned in the original condition, freight prepaid, with a

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ten percent (10%) of sales cost for restocking/returned goods charge. Goods must be returned within thirty (30) calendar days for consideration of this credit.

Credit for returned goods shall be made as soon as the goods have been received and approved by the Supplier.

- A.7.3.** Freight on Board (F.O.B.): Prices shall be F.O.B. requesting agency including packaging, handling, shipping and delivery charges fully prepaid by the vendor.

A.8. Awarded Supplier(s) Invoices

- A.8.1.** The supplier shall be paid upon submission of proper certified invoices to the ordering party 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 a delay of processing invoices for payment. The Awarded Supplier shall be the only office authorized to receive orders, invoice, and receive payment. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- A.8.2.** In case of partial delivery, the ordering party may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

A.9. Contract Usage Reporting Requirements

The vendor shall submit reports quarterly. The report shall be received within 30 calendar days following the reporting period described herein.

- A.9.1.** 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.
- A.9.2.** Reports shall be submitted quarterly regardless of quantity.
- A.9.3.** Usage Reports shall be submitted electronically to Central Purchasing, via email or CD to the contracting officer stated in this solicitation, in an Excel Format using the enclosed spreadsheet within 30 calendar days upon completion of performance quarter period cited in paragraph below of this contract provision.
- A.9.4.** Contract quarterly reporting periods shall be:
- January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31
- A.9.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.
- A.9.6.** The reports shall include but not be limited to:
- A.9.6.1.** Order Information: Line Number, Contract Number
 - A.9.6.2.** Customer Information: Agency Name, Location, Customer Number, if any.
 - A.9.6.3.** Product or Service Information: Item ID Number, Product Category, Detailed Product or Service Description, Unit of Measure, Items Per Unit of Measure, Contract Price, Quantity Sold and the Extended Price.
- A.9.7.** The enclosed spreadsheet must be used in the excel format.

A.10. Stocking Location

The supplier must stock or warehouse at one or more distribution points in the State of Oklahoma, an adequate inventory of the most commonly used items. Failure to comply with this section may result in cancellation of contract.

A.11. Remediation

Should an agency report unsatisfactory product or service to the Department of Central Services, State Use Program, the supplier will have thirty (30) days to satisfactorily remedy the issue. Unsuccessful remediation may be cause for contract cancellation.

A.12. Contract Year Evaluations

At the beginning of each contract year the supplier will evaluate the number of people with disabilities working on the awarded contract and the number of hours worked by each person. At the end of the contract period the supplier will conduct another evaluation of the number of people with disabilities working on the awarded contract and the number of hours worked by each person.

According to 75 O.S. § 3003(3) at least seventy-five percent (75%) of the personnel engaged in direct production of products or services offered by the State Use Vendor, must be persons with a severe disability.

The supplier shall provide a detailed work description of the products directly manufactured, produced, processed or assembled or services directly performed, offered or provided by State Use Vendor in relation to the attached product(s) or service(s). The State Use Contracting Officer will conduct a site visit after the award of the contract.

A.13. Contract Levy

Pursuant to 74 O.S., Section 3004.1, a one percent (1%) fee assessment shall be levied against qualified organizations for every contract awarded under the act for products and services of the severely disabled.

A.13.1. Monthly reports and contract levy payments: Qualified organizations shall submit a monthly report by the 15th of each month to the Contracting Officer. The report shall contain the total amount of payments received from state agencies and the one percent (1%) fee assessment based on the total amount of payments stated in the report.

A.13.2. Failure to submit monthly reports and payments: Any fee assessment payment that is past due more than sixty (60) days shall be considered delinquent. A written notice of delinquency shall be sent by the Contracting Officer to each qualified organization considered delinquent. The notice shall state the amount due and requirements for compliance.

A.13.3. Revocation of a qualified organization: Failure to provide monthly reports and payments will be reported to the Committee and the State Purchasing Director and may result in the revocation of the "qualified organization" procurement schedule and/or termination of their contracts.

B. SPECIFICATIONS

B.1. Introduction

The State of Oklahoma has awarded this contract for the purchase of personal hygiene products for State and Local Government Agencies.

B.2. Purchasing Process and Pricing

B.2.1. Authorized Users will place their own orders with the Supplier. 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. The State will designate a Contracting Officer who will be responsible for managing price changes, product modifications, and overall contract management, including addendums and Contract performance.

B.2.2. Proposed pricing will remain fixed for the first twelve (12) months of the contract. Price adjustments may be sought in accordance with the State Use Fair Market Policy, based upon documented increases in the Bidder's cost. If pricing for the contract items decreases in the industry, the bidder is required to pass the price decreases on to the State by amending the contract quarterly with new, lower prices.

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B.3. Account Management

- B.3.1.** The supplier must include the name of the individual who will be the Account Manager for the term of the contract. The Account Manager will be responsible for operation and administration of the contract by the Supplier. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contracting Officer.
- B.3.2.** It is desirable that the Account Manager's duties include, but not be limited to the following:
- B.3.2.1.** Regular communications with the Contracting Officer to discuss any shortages and needed substitutions.
 - B.3.2.2.** Demonstrate to the Contracting Officer new products available on the market.
 - B.3.2.3.** Issue credit memos and arrange for return of incorrectly shipped or deficient products.
 - B.3.2.4.** Resolve any problems and/or discrepancies with the order/delivery schedules.
 - B.3.2.5.** Work in conjunction with the Contracting Officer in doing research and making recommendations for product changes to better meet the needs and challenges of the State of Oklahoma.

B.4. Service Level Requirements and Expectations

B.4.1. Mandatory Service Level Requirements

This section of the document contains Mandatory Service Level Requirements that the supplier is required to meet at NO extra charge.

- B.4.1.1.** Proposed pricing will remain fixed for the first twelve (12) months of the contract. Price adjustments may be sought in accordance with the State Use Fair Market Policy, based upon documented increases in the Bidder's cost. Any changes in pricing must be submitted in writing, to the Contracting Officer, at a minimum of sixty days prior to a price increase. If pricing for the contract items decreases in the industry, the bidder is required to pass the price decreases on to the State by amending the contract quarterly with new, lower prices.

If any prices fluctuate between the time of order and delivery, Supplier shall charge the prices in effect as of the order date.

- B.4.1.2.** Supplier's Report of Sales: The vendor shall submit reports quarterly. The report shall be received within thirty (30) calendar days following the end of the quarter as indicated in Section B.15 Contract Usage Reporting Requirements.

An electronic copy of the template in Excel format for the Quarterly Sales Report will be sent to the vendor upon award of the contract.

B.4.2. Desirable Service Level Expectations

This section of the document contains Desirable Service Level Expectations that the Supplier is expected to perform at NO extra charge. Bidders are required to indicate any inability to provide the Desirable Service Level Expectations in a separate document and submit it with the proposed pricing.

- B.4.2.1.** Overall Customer Satisfaction: Supplier should develop a plan to conduct a bi-annual 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.
- B.4.2.2.** Shipping: All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice. Information should include the following fields

- Item ID number
- Short item description

- Unit of Measure
- Quantity

B.4.2.3. A packing slip should also be included with each shipment, which should include at least the following information in no particular order:

- Customer/Authorized User Name
- Customer/Authorized User Address
- Ship Date
- Purchase Order number (or purchase method and user name, if there is no purchase order)
- Item ID number, per line item
- Line item description
- Quantity ordered
- Quantity included in shipment
- Unit price
- Any back order items

B.4.2.4. Product Availability: The State may not allow cancellation of products without an equal and acceptable replacement approved by the Contracting Officer. Suppliers shall 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 shall work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Suppliers should offer suggested replacements of discontinued products at least thirty (30) days prior to substitution, including replacement product number, description, and final price.

B.4.2.5. 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."

B.4.2.6. Invoice Requirements: All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users. 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. All invoices must be itemized showing:

- 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
- Complete item description
- Unit of measure
- Quantity per UOM
- Contract price
- Quantity shipped

- Extended prices
- Shipping charges (if applicable)
- Agency Name
- Purchaser name
- Account number
- Invoice total

Respondent should provide original invoice and requested number of copies to the designated accounts payable representative(s) or address(s) for each Authorized User.

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.

If you have any questions concerning this contract, please contact the undersigned Central Purchasing Point of Contact.

Timothy Harvey, State Use Contracting Officer

Phone: (405) 521-4474

Fax: (405) 522-0199

Email: Timothy_Harvey@dcs.state.ok.us

CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000079007
MCCALLS CHAPEL SCHOOL INC
13546 COUNTY ROAD 3600
ADA OK 74820-5378

Contract ID			Page
00000000000000000000000000003124			1 of 1
Contract Dates	Currency	Rate Type	Rate Date
01/01/2012 to 12/31/2012	USD	CRRNT	PO Date
Description:	Contract Maximum		
SW 78 - Personal Hygiene	0.00		
TYPE: STATEWIDE			

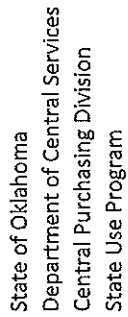
Tax Exempt? Y Tax Exempt ID:736017987

Tax Exempt ID: 736017987		Minimum Order		Maximum / Open	
Line #	Item ID/Item Desc	Qty	Amt	Qty	Amt
1	1000025195 SANI NAPKIN:360/CS, 30/bag, 12 Bags/CS beltless (non-dispens) Maxi-pads(self-adhesive) safety shield-tapered ends, bulk case.	1.00	0.00	0.00	0.00
	Contract Base Pricing	30.00000	CA	0001	
2	1000025188 SANI NAPKIN:250/cs Indv. wrapped, beltless (non-dispensing) Maxi-pads, self-adhesive, safety shield, tapered ends, individually wrapped, 250/cs	1.00	0.00	0.00	0.00
	Contract Base Pricing	20.00000	CA	0001	
3	1000025189 TAMPONS: Regular Size, (non-dispensing) cardboard applicator, comfort shape, flushable applicator, 500/cs	1.00	0.00	0.00	0.00
	Contract Base Pricing	60.00000	CA	0001	
4	1000025190 TAMPON: Super Size, (non-dispensing) with cardboard applicator, comfort shape, 500/case	1.00	0.00	0.00	0.00
	Contract Base Pricing	63.00000	CA	0001	
5	1000025191 WIPES: 600 total count. Disposable washcloth, alcohol free, preferred medical wipes, made with aloe vera, latex free, 9x13, 60 spun laced washcloths in a tub. 12 tubs/case.	1.00	0.00	0.00	0.00
	Contract Base Pricing	31.00000	CA	0001	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
 Scott Schlotthauer, Purchasing Director
 (Original signature on file at DCS)



USAGE REPORT

Statewide Contract #: _____

Statewide Name: _____

Vendor Name: _____

Report Period (Starting Date): _____

Report Period (Ending Date): _____

[illegible]

Tribal Government Participating Addendum
to
Statewide Contract No. _____

This Participating Addendum is entered by the parties to permit the Native American Tribal Government executing this document to make purchases from the referenced statewide contract in accordance with the terms and conditions agreed herein.

The Oklahoma State Purchasing Director hereby authorizes the

_____ to make purchases from Contractor
(Native American Tribal Government)

_____ in accordance with the (Contractor Name)
terms and conditions of awarded Statewide Contract Number _____ dated _____,
20____, as amended in this Addendum (collectively, the "Contract").

Amendments

The participating Federally Recognized Indian Tribe or Native American Tribal Government, ("Tribal Government") executing this Addendum agrees the terms and conditions of the referenced statewide contract shall apply except as expressly amended in this Addendum..

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.

The choice of law provision contained in the referenced statewide contract is amended by adding: To the extent that the participating Tribal Government has or may have immunity from any action to enforce the terms of the Contract or from other actions related to or arising from the Contract, the Tribal Government expressly and irrevocably waives for the benefit of the State, the Contractor, and the suppliers offering products or services pursuant to the Contract and to the fullest extent permitted by law, any immunity on the grounds of sovereignty or other similar grounds from (a) any liability, dispute, suit or action arising out of the making and enforcement of this agreement, and (b) any right to contest the jurisdiction of any court, including the courts of the State of Oklahoma.

Further, the Tribal Government expressly and irrevocably waives any right Tribal Government may have to require exhaustion of tribal remedies, and hereby consents to have all liability, disputes, suits or actions arising from the making, enforcement, or

interpretation of this agreement determined in accordance with the same rules of law as are applied in actions against natural persons and corporations under Oklahoma law.

The waivers contained herein made by the Tribal Government extend to all of the rights, duties, and obligations under this Contract and shall be effective upon execution and shall continue through the expiration, termination, or cancellation of this Contract. Further, these waivers shall remain in effect for the duration of any arbitration, litigation, or dispute resolution proceedings arising out of this Contract, all related appeals, and the full satisfaction of any awards or judgments that may issue from such proceedings. Performance of the parties' obligations hereunder is expressly conditioned upon the described waivers.

Contacts

The primary contacts for administration of this Contract are:

State of Oklahoma

Name:
Address:
Telephone: () _____
Fax: () _____
E-mail: @dcs.state.ok.us

Contractor

Name:
Address:
Telephone: () _____
Fax: () _____
E-mail:

Tribal Government

Name:
Address:
Telephone:
Fax:
E-mail:

Signatures

This Tribal Government Participating Addendum must be signed by the authorized representatives of the State Purchasing Director, the participating Tribal Government, and the Contractor to become effective.

Further, the authorized representative of the participating Tribal Government who signs this Addendum represents that representative is duly authorized to sign in accordance with the applicable governing tribal laws. Accordingly, all required Tribal Government

resolutions, decrees, or other indicia of Tribal Government's consent must be attached to this Addendum.

Dated this ____ day of _____, 20__

Scott Schlotthauer
State Purchasing Director

Contractor Authorized Representative

Tribal Government Authorized Representative

Addendum to Statewide Contract No. ____

Contractor Approval of Additional Authorized Users

This Amendment to Statewide Contract No. ____ is entered by the Contractor and the State of Oklahoma to permit use of the Contract by qualified governmental entities not previously listed as "Authorized Users" as defined in the Contract and as further described herein.

Authorized Users

In addition to use of the referenced statewide contract by State governmental entities, the Central Purchasing Act permits multi-government use, including, but not limited to, use by counties, school districts, municipalities and Native American Tribal Governments (multi-government use) upon approval of the Contractor and the State Purchasing Director.

Accordingly, if the Contractor indicates multi-government use is desired by placing a check on the "Yes" line below, the "Authorized Users" provision of the referenced statewide contract is amended to permit multi-government use, including Native American Tribal Governments, upon execution of this document.

If Contractor does not choose to offer multi-government use, Contractor may continue to offer its products and services to the State and any other governmental entities previously designated as Authorized Users within the referenced statewide contract.

For Contractor Completion:

_____ Yes, Contractor agrees to permit use by State and multi-governmental entities, including Tribal Governments.

Scott Schlotthauer
State Purchasing Director

Contractor Authorized Representative

Instruction for use: – contained in this document are 2 separate documents.

Pages 1-3 are the Participating Addendum for an authorized Tribal Nation representative and Scott to sign.

Page 4 is the Addendum for the Contractor to OK the additional users –in this case a Tribal Nation – contractor and Scott signs this one.

Once these are completed, you should add those to the SW Contract web site and place the originals in the contract file.