

ATTACHMENT C

OKLAHOMA DEPARTMENT OF EDUCATION TERMS

1. Response Time

The Supplier should respond to all communications no later than one business day.

2. Service Fees

The Supplier will not invoice service fees or additional costs during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified below in 11. Rush Delivery), hazardous materials, pallet, or fuel charges or surcharges.

3. Price Fluctuations

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

4. Authorized Distributor

For all products sold, Supplier must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer.

5. Manufacturer's Standard Warranty

Each product sold will have a minimum of manufacturer's standard warranty.

6. Invoice Accuracy

The Supplier should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.

7. Delivery Standards

7.1. Delivery of items will be within four (4) business days of ordering, with inside delivery, if requested.

7.2. If a regular delivery day falls on a State holiday, Authorized Users and Supplier may determine an alternate date.

7.3. The Supplier should ensure Delivery Date standards are met at least 95% of the time.

8. Non-Delivery

After notification of impending short or out-of-stock items, Authorized User may cancel balance of incomplete deliveries without penalty. Authorized User may purchase shorted items that cannot be supplied by the Supplier by date required elsewhere.

9. Ordering Methods

Orders will be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card. All orders are subject to the contract terms and any order dated prior to contract expiration shall be performed.

10. Payment Options

Authorized Users will pay the Supplier, electronic funds transfer, or with the State's authorized Purchase card (credit card).

11. Rush Delivery

Supplier should be able to provide Rush Delivery for Authorized Users within a 24-hour window. 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 because of the Supplier's error will be free of charge.

12. Shipping

All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice. All hazardous materials should be shipped per all Federal and State regulations.

13. Return of Product

13.1. Recipients may return to the Supplier at the Supplier's expense, within thirty (30) days of delivery, any materials delivered in poor condition, or which are billed more than the amount authorized by the order form or are not included on the order form or purchase order. Credit for returned goods shall be made immediately once the Supplier receives the returned goods.

13.2. If any product is returned to a Supplier for failure of performance, the Supplier will, at the OSDE's discretion, refund all amounts paid to the Supplier for such product or replace the product, and the following shall apply:

13.2.1 Within twenty (20) days of written notification by the Authorized User, the Supplier should plan for the return of the product;

13.2.2 The Supplier should bear all shipping and insurance costs;

13.2.3 Supplier should be liable for damages to the product, unless caused by fault or negligence of the Recipient that occur during the return process.

14. Return Due to User Error

14.1. Supplier should provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge if 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.

14.2. Supplier should issue a credit to Authorized User's account as soon as items have been received by the Supplier or issue a refund if items were paid by electronic funds or State Purchase Card.

15. Post-Order Customer Service

The Supplier should provide a single point of contact 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, contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by email or phone (local or 800 number).

16. Price Verification

The Supplier should be able to provide manufacturer price lists, and its own list price lists at the OSDE's request to verify pricing. The Supplier should have its own auditing system to verify that correct pricing is being offered to OSDE. In addition, OSDE reserves the right to audit Supplier records to identify discrepancies. If discrepancies are found, at a minimum, the Supplier will refund OSDE the difference and may be subject to other legal remedies.

17. Rebates and Special Offers

The Supplier should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.

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, during the manufacturer's warranty period. The Supplier should agree to repair and/or immediately replace without charge (including freight both ways) any product or part thereof that proves to be defective or fails within the warranty period as specified.

19. Receiving Procedures and Order Inspection

19.1. Recipients may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Recipients 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.

19.2. 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.

19.3. When receiving deliveries, Recipients may:

19.3.1. Inspect each item at the time of receipt;

19.3.2. Note any count discrepancies and visible damage on the Supplier's packing slip;

19.3.3 Discrepancies or damages noted should be initialed by the Supplier's delivery agent;

19.3.4 Refuse delivery and note reason on delivery receipt; if, upon inspection at the time of delivery, products are found to be in unacceptable condition, Supplier's delivery agent shall initial any such notes;

19.3.5 When satisfied 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.

19.4. Recipients reserve the right to reject all or part of a delivery.

19.5. Supplier should allow ample time for these procedures at each delivery location.

20. Invoice Content

The invoice must include the purchase order number issued for the purchase.