

EXHIBIT 1
SOLICITATION NO. 2650000398

Solicitation Requirements

1. Mandatory Qualifications

- 1.1.** A supplier must have been in business for a minimum of five (5) years to be eligible for a contract award.

2. Mandatory Requirements

This section of the document contains Mandatory Requirements that the successful supplier is required to meet at NO additional charge. Suppliers must indicate whether they are able to meet these requirements. Suppliers who cannot meet Requirements 3.1 through 3.4 shall be disqualified on the grounds of non-responsiveness.

- 2.1.** The Supplier must have a website with an online catalog and online ordering capabilities.

- 2.2.** Supplier must accept orders by issuance of a written purchase order or by Purchase Card.

- 2.3.** Supplier must provide OSDE a minimum discount of ten percent (10%) off catalog prices.

- 2.4.** The Supplier must have the ability to ship all products to the OSDE and any school in the State of Oklahoma. All shipments must be F.O.B. Destination to the specified location.

Delivery of items will be within four (4) business days of ordering, with inside delivery, if requested. Supplier is responsible for filing and expediting all freight claims with the carrier.

3. Scope of Products

It is the intention to establish a contract with Suppliers for a complete and comprehensive line of new Fine Arts School Supplies. This is a contract for indefinite delivery and quantity for acquisitions available under the contract. Suppliers are encouraged to propose their complete Fine Arts catalog or Fine Arts products including, but not limited to the following categories:

- 3.1.** Fine Arts School Supplies should include, but not be limited to:

- 3.1.1.** Fine Arts consumables

- 3.1.2.** Paints

- 3.1.3.** Painting instruments

- 3.1.4.** Writing instruments

- 3.1.5.** Paper (e.g., construction, card stock)

- 3.1.6.** Clay

- 3.1.7.** Cleaning supplies

- 3.1.8.** Drama props and displays

- 3.1.9.** Drama costumes and accessories

- 3.1.10.** Music instruments and accessories

- 3.1.11.** Sheet music and music collections

- 3.1.12.** Music recordings

- 3.1.13.** Music flash cards and visual posters

4. Performance Capability

The supplier is to state in its response any experience it has with each requirement and exactly how it plans to comply with all requirements of this section, providing detailed information and stating affirmatively its understanding of the requirements.

- 4.1.** Describe the financial condition of the Supplier.
- 4.2.** Describe Supplier's electronic online catalogue. Provide a website link to review website ease of use, availability and capabilities related to ordering and returns. Describe the website's capabilities and functionality.
- 4.3.** What is the Fill Rate maintained by the Supplier? 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 quarter and multiplying the result by 100 to arrive at the percent (%) fill rate.
- 4.4.** What is the Supplier's average on time delivery rate? Describe the Supplier's history of meeting shipping and delivery timelines.
- 4.5.** Describe in detail the Supplier's customer service/problem resolution process.
- 4.6.** Describe Supplier's contract implementation/transition plan.
- 4.7.** Describe in detail the Supplier's back-order notification procedures.
- 4.8.** Describe how Supplier responds to emergency/rush orders.
- 4.9.** Describe Supplier's ability to meet return policies and warranty requirements as listed in Attachment C – Agency Terms..
- 4.10.** Describe Supplier's invoicing process.

5. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

The required limits of liability coverage listed below supersede the insurance General Liability requirements listed in Attachment B – State General Terms. All other limits of liability in Attachment B are applicable as stated.

- 5.1** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than **\$2,000,000** per occurrence;
- 5.2** Automobile Liability Insurance is not required for this contract.