



Notice of Statewide Contract Award

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

Contract Title: Medical Supplies

Statewide Contract # : SW 11015

Contract Issuance Date: November 1, 2010

Total Number of Vendors: 3 *(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 price 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: 74820-1276

Contact Person Name: Tami Doepke

Phone #: 1 - 580 - 272 - 6655

Title: Director

Fax #: 1 - 580 - 320 - 0745

Email: T_doepke@yahoo.com

Website: N/A

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

Address: 13546 County Rd 3600

City: Ada

State: OK

Zip Code: 74820-1276

Contract ID #: 0000000000000000000002851

Delivery: Delivery must be made within twenty (20) working days.

Minimum Order: Three (3) Cases

P/Card Accepted: Yes

No

Other:

ALTERNATE CONTACT: Chastity Perryman, Workshop Supervisor

Phone: (580) 272-6642 Fax: (580) 320-6645

Email: cperryman@mccallschapelschool.com

FEI #: 73-0718872

FREIGHT: Freight may be charged as follows for orders placed through this contract:

All deliveries: \$30.00

Vendor Name: NewView Oklahoma (formerly Oklahoma League for the Blind)

Vendor ID#: 0000056253

Vendor Address: Address: 501 N Douglas Ave

City: Oklahoma City

State: OK

Zip Code: 73106

Contact Person Name: Robert M. Johnson

Phone #: 1 - 405 - 232 - 4644

Title: Executive Vice President

Fax #: 1 - 405 - 236 - 5438

Email: Mjohnson@newviewoklahoma.org

Website: www.newviewoklahoma.org

Authorized Location: Locations listing attached as *(attachment title)*

Address: 501 N Douglas Ave

Central Purchasing · Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 · Oklahoma City, OK 73152-8803
Telephone: 405/521-2110 · Fax: 405/521-4475 · www.dcs.ok.gov

City: Oklahoma City

State: OK

Zip Code: 73106

Contract ID #: 000000000000000000002853

Delivery: Delivery must be made within twenty
(20) working days.

Minimum Order: 1 Kit

P/Card Accepted: Yes No

Other: FEI #: 73-0592386

FREIGHT: Actual shipping costs will be added as a separate line item.

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

Vendor Name: South Central Industries, Inc.

Vendor ID#: 0000073953

Vendor Address: Address: PO Box 3766

City: Shawnee

State: OK

Zip Code: 74802-3766

Contact Person Name: Keven Scrutchins

Phone #: 1 - 405 - 275 - 3851

Title: Executive Director

Fax #: 1 - 405 - 275 - 7001

Email: kscrutchins@aol.com

Website: N/A

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

Address: 130 N Louisa

City: Shawnee

State: OK

Zip Code: 74802

Contract ID #: 000000000000000000002850

Delivery: Delivery must be made within twenty
(20) working days

Minimum Order: 1 Case

P/Card Accepted: Yes No

Other: FEI #: 73-1138726

FREIGHT: Freight may be charged as follows for orders placed through this vendor:

Inside metro Oklahoma City area, \$10.00

Outside metro Oklahoma City area, \$30.00

CONTRACT SPECIFICATIONS

SW11015-Medical Supplies General Provisions

This contract has been awarded in accordance with provisions of Senate Bill No. 4, Title 74, Section 3007 A: "Whenever the State of Oklahoma or any of its agencies intends to procure any product or service included in the procurement schedule, that entity shall secure the product or service from a qualified nonprofit agency providing employment to people with severe disabilities at the fair market price determined by the Committee, if the product or service is available within the period required by the entity." **Section 3007 B:** "An agency of this state shall not evade the intent and meaning of this section by slight variations from standards adopted by the Department of Central Services." Amended by Laws 1996, c. 322, § 7, emerg. eff. June 12, 1996.

GP-3 Type of Contract.

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

GP-4 Authorized Users.

Bids shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful bidder(s).

CHECK APPROPRIATE BLOCK

- Yes, bid permits usage by other than State Agencies
 No, bid permits usage by State Agencies only.

GP-8 Oral Agreements.

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

GP-13 Termination of Contract.

- (a) This contract can be canceled by the supplier for just cause with 30 day written request and upon written approval from Central Purchasing.
- (b) The State may cancel with just cause upon written notification to vendor.
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the State shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

GP-14 Extension of Contract.

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

GP-15 Ordering.

Any supplies and/or services 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 may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to the expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract the contract shall have precedence.

GP-16 State and Federal Taxes.

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

GP-17 Contractor Invoices.

- (a) The vendor 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 bidding shall be the only office authorized to receive orders, invoice and receive payment. If the bidders wish to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.

Central Purchasing · Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 · Oklahoma City, OK 73152-8803
Telephone: 405/521-2110 · Fax: 405/521-4475 · www.dcs.ok.gov

- (b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- (c) 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 State Finance at (405) 521-2141 for a copy of the regulations.
- (d) 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.

GP-19 Audit and Records.

- (a) 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. On forming any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.
- (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years, following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

**SW11015- Medical Supplies
Special Provisions**

SPECIAL PROVISIONS (SP)

SP. 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.

SP.2. Contract Period

The contract is for a twelve month period, commencing November 1, 2010 and ending October 31, 2011. The contract may be renewed for up to three (3), one (1) year option periods.

Contract renewals are contingent upon satisfactory performance of the previous contract year.

SP.3. Type of Contract

SP.3.1. 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.

SP.4. Minimum Order Requirement

SP.4.1. Minimum order requirements vary by vendor, please see Vendor Information Pages.

SP.4.2. Instances where successful bidder makes partial shipment of orders meeting minimum requirement, shipments shall be made F.O.B. destination with no extra transportation charges added.

SP.4.3. Ordering parties shall be allowed to mix items to reach minimum order requirements.

SP.5. Required Delivery

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

SP.6. Gratuities

The right of the successful bidder to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful bidder, 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.

SP.7. 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.

SP.7.1. 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.

SP.7.2. Reports shall be submitted quarterly regardless of quantity.

SP.7.3. 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.

SP.7.4. 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

SP.7.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

SP.7.6. The vendor shall submit reports quarterly. The report shall be received by the Agency within 30 calendar days following the reporting period described herein. The reports shall include but not be limited to:

SP.7.6.1. Order Information: Contract Number, if any, Date, Order or Purchase Order Number.

SP.7.6.2. Customer Information: Agency Name, Location, Customer Number, if any.

SP.7.6.3. Product or Service Information: Category, Detailed Product or Service Description, Manufacturer, Manufacturer Item Number, Your SKU, Unit of Measure, List Price (Current UOM).

SP.7.6.4. Cost Specification: Price Paid (per contract), Quantity Purchased, Extended Price, Shipping or Other Charges, if applicable, Total Invoice Price this line.

SP.7.7. The enclosed spreadsheet must be used in the excel format.

SP.8. Patents and Royalties

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 bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

SP.9. 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.

SP.10. 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.

SP.11. 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.

THIS CONTRACT AND ALL PURCHASE ORDERS AND RELEASES FROM THIS CONTRACT ARE SUBJECT TO THE 1 % HANDICAP LEVY AS PROVIDED FOR IN TITLE 74, SECTION 3004.1.

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

Larry Smith, State Use Contracting Officer
Phone: (405) 521-4474
Fax: (405) 522-0199
E-mail: Larry_Smith@dcs.state.ok.us



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000056253
 NEWVIEW OKLAHOMA
 501 N DOUGLAS AVE
 OKLAHOMA CITY OK 73106-5007

Contract ID 0000000000000000000000002854			Page 1 of 2	
Contract Dates 11/01/2010 to 10/31/2011	Currency USD	Rate Type CRRNT	Rate Date PO Date	
Description: SW11015 Medical Supplies		Contract Maximum 0.00		
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	1000009779 FIRST AID:Kit- 8 person~burnfree pads, penlight, scissors, assorted gauze rolls and pads, cold packs and first aid creams in a softside pack. 1 kit per case	1.00	0.00	0.00	0.00
	Contract Base Pricing	51.16000		KT	0002
2	1000009780 FIRST AID:Kit-10 person or Motor Vehicle~adhesive tape, bandage rolls, burn-aids, antiseptic solution, paper cups, ammonia inhalant, scissors and band-aids. Air tight metal case. 1 kit per case.	1.00	0.00	0.00	0.00
	Contract Base Pricing	22.68000		KT	0002
3	1000009781 FIRST AID:Kit-15 person~Lg variety of assorted gauze, band-aids, rescue blankets, adhesive tape, facial tissues, antiseptic wipes and other items necessary for emergency treatment.1 kit per case	1.00	0.00	0.00	0.00
	Contract Base Pricing	89.24000		KT	0002
4	1000009782 FIRST AID:Kit-25 person~Variety of gauze and band-aid sizes. Metal container, portable or hanging, 1 kit per case	1.00	0.00	0.00	0.00
	Contract Base Pricing	29.99000		KT	0002
5	1000009783 FIRST AID:Kit-50 person~Contains splints for wrist, arm & leg, flashlights, cold packs, eye wash, pad, pen, information tags, rescue blankets, adhesive tape, gauze rolls & pads, band-aids and other items for emergency treatment,	1.00	0.00	0.00	0.00
	Contract Base Pricing	239.21000		KT	0002
6	1000009784 FIRST AID:Kit-Body Fluid Barrier Kit, single~One person, one time use, Includes gown, booties, cap, eye shield, face mask, 1 pair of latex gloves and disposable bag. 1 kit per case	1.00	0.00	0.00	0.00

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



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000056253
NEWVIEW OKLAHOMA
501 N DOUGLAS AVE
OKLAHOMA CITY OK 73106-5007

Contract ID 000000000000000000000000002854		Page 2 of 2	
Contract Dates 11/01/2010 to 10/31/2011	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW11015 Medical Supplies		Contract Maximum 0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Contract Base Pricing	10.99000		KT	0002
7	1000009785 FIRST AID:Kit-2/BG Body Fluid Barrier Kit~First Aid Kit, Body Fluid Barrier Kit, Mouth-to-mouth barrier, latex gloves, face mask with shield, antiseptic wipes and red biohazard waste bag. 2 kits per red, zippered bag.	1.00	0.00	0.00	0.00
	Contract Base Pricing	26.90000		BG	0002
8	1000008974 SHIPPING: General Charges	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.01000		EA	0002

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