



**State of Oklahoma
Office of Management and Enterprise
Services
Central Purchasing – State Use**

Statewide Contract Award

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: July 1, 2013

Statewide Contract #: SW915

Contract Title: Under Garments

Authorized Users: All state agencies, members of Oklahoma boards and commissions, schools, counties and municipalities. Including Native American Tribal Governments, upon execution of this document and the entire 'Tribal Government Participating Addendum'. A copy of which has been attached to the end of this contract.

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

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

Delivery: Fifteen (15) business days after receipt of order

RETURN POLICY: 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 party, goods may be returned in the original condition, freight pre-paid, with a ten (10) percent of sales cost for a restocking/returned goods charge. Goods must be returned within thirty (30) calendar days for consideration of this credit.

Prices are F.O.B. requesting agency and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.

OMES-CP Contact: Daron Hoggatt

Title: Contracting Officer

Phone: 405-521-4474

Fax: 405-521-4475

Email: Daron.Hoggatt@omes.ok.gov

CONTRACT VENDOR:

People Soft #: 00000000000000000000000003021

Vendor ID: 0000073953

South Central Industries, Inc.

130 N. Louisa

Shawnee, OK 74802

Tina Hanna, Executive Director

Phone: (405) 275-3851

Fax: (405) 275-7001

Email: scithanna@yahoo.com

SW915- Under Garments

Special Provisions

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", and "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 July 1, 2013. The contract may be continually renewed with agreement of all parties.

Contract Renewal: Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Supplier(s)' satisfactory performance of this Contract. The State, if it desires to exercise its renewal option, will provide written notice to the Supplier(s) no later than thirty (30) days prior to the Contract expiration date. Contract renewals are contingent upon satisfactory performance of the previous contract year.

A.3. Type of Contract

B.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.4. 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.5. Awarded Supplier(s) Invoices

A.5.1. 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.

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

A.5.2. 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.6. 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.6.1. 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.6.2. Reports shall be submitted quarterly regardless of quantity.

A.6.3. 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.6.4. 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.6.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

A.6.6. The reports shall include but not be limited to:

A.6.6.1. Order Information: Line Number, Contract Number

A.6.6.2. Customer Information: Agency Name, Location, Customer Number, if any.

A.6.6.3. 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.6.7. The enclosed spreadsheet must be used in the excel format.

A.7. 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.8. Remediation

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

A.9. Contract Year Evaluations

At the beginning of each contract year the supplier will evaluate the number of individuals 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 individuals 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).

A.10. 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.10.1. 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.10.2. 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.10.3. 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 under garments 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.

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.