

**ATTACHMENT A**  
**SOLICITATION NO. 0900000486**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**Purpose**

This Statewide Contract is for Books, Periodicals, Multi-Media, and other publications which all State agencies, cities, counties, school districts, and other municipalities may utilize.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

**2. Contract Specifications**

- A). Contract specifications are set forth below as Exhibit 1.
- B). Exhibit 2 for Price sheet.

## **EXHIBIT 1**

### **1. Categories**

#### **A. General**

1. Fiction and nonfiction materials not otherwise covered in the categories listed below.

#### **B. Encyclopedias**

1. Reference materials, typically arranged alphabetically, giving information on a broad range of subjects.

#### **C. Legal Publications and Law Books**

1. Reference materials of a legal nature including law manuals, code books and statutes, updates, and revisions.

#### **D. Medical Books**

1. Medical guides, diagnostic manuals, and other medical reference material.

#### **E. Multi-Media Products and Recorded Publication Materials**

1. Audio and video materials including informational videos and audiobooks

#### **F. Periodical and other Serial Subscriptions**

1. Journals, magazines, periodicals, and other subscription materials

#### **G. Reference**

1. Reference books not otherwise categorized including dictionaries and general reference materials

#### **H. Scientific**

1. Scientific reference guides, studies, and publications

#### **I. Technical**

1. Technical manuals and guides

#### **J. Textbooks**

1. Books for use in classroom settings

#### **K. Trade Books**

1. Trade guides and publications including trade reference guides, professional code manuals and other similar materials.

### **2. Account Management**

1. The respondent must include the name and contact information 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.
2. The Account Manager will be responsible for reports required by the contract and to serve as liaison between the Supplier and Central Purchasing and any other eligible participant. The Contracting Officer may require the Supplier to relieve the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards outlined in this RFP.

### **3. Purchasing Process and Pricing**

1. Authorized Users will place their own orders with the Supplier. After Contract award, 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 Contracting Officer listed will be responsible for overall contract management, including addendums and Contract performance.

2. Respondents are requested to provide a discount from the list price for the categories listed. This discount will be applied to the list price to come up with the Contract Pricing (inclusive of Standard delivery) for products. The % discount off list for each contract year should be included for all categories being bid. Additional comments and bulk discount options should be included in the bid response.

#### **4. Service Level Requirements and Expectations**

**Section 4.1** lists the State's Mandatory Service Level Requirements. Respondents must indicate whether they are able to meet these service level requirements. Respondents that are unable to meet any of these service level requirements shall be eliminated from consideration for an award.

**Section 4.2** lists the State's Desired Service Level Expectations. These expectations are desired by the State and the State will evaluate these responses as part of the technical/qualitative evaluation. Respondents must indicate whether they are able to meet these service level expectations.

Mandatory Service Level Requirements and Desired Service Level Expectations shall be met at no additional cost to the State.

##### **4.1. Mandatory Service Level Requirements**

This section of the document contains Mandatory Service Level Requirements that the successful respondent is required to meet at NO extra charge. Respondents who cannot meet Requirements 4.1.1 through 4.1.4 shall be disqualified on the grounds of non-responsiveness.

- 4.1.1. A supplier must have been in business for a minimum of 24 months to be eligible for a contract award.
- 4.1.2. For all products sold, Supplier must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. If requested, Respondent must be able to identify an account number with manufacturers represented.
- 4.1.3. Each product sold will have a minimum of manufacturer's standard warranty.
- 4.1.4. If any prices fluctuate between the time of order and delivery, Supplier shall charge the prices in effect as of the order date.
- 4.1.5. The Supplier will not invoice service fees or additional costs to the Authorized Users during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified in the Cost Proposal), hazardous materials, pallet, or fuel charges or surcharges.

##### **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. All Mandatory Requirements listed in Section 4.1 supersede the Desirable Service Level Expectations listed below. Respondents are required to indicate any inability to provide the Desirable Service Level Expectation. In addition, respondents are required to propose alternatives to Desirable Service Level Expectations that cannot be met.

###### **4.2.1. Response Time**

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

###### **4.2.2. Fill Rate**

The Supplier should maintain a Fill Rate of 98%. The fill rate will be calculated by each Facility, by dividing the number of line items delivered on time by the number of line items ordered

for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate.

**4.2.3. Invoice Accuracy**

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

**4.2.4. Delivery Standards**

- Respondent should make deliveries on dates and times acceptable to Authorized Users.
- If a regular delivery day falls on a State holiday, Authorized Users and Supplier may determine an alternate date.
- The Supplier should deliver the Products by the delivery date specified in any executed Attachment, Appendix, or Order referencing the Agreement.
- The Supplier should ensure Delivery Date standards are met 97% of the time.

**4.2.5. 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.

**4.2.6. Overall Customer Satisfaction**

Supplier should develop a plan to conduct a quarterly 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.

**4.2.7. Ordering Methods**

Suppliers should have a local Oklahoma telephone number or a toll free (800) number. Each Authorized User will be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax, or computer on-line systems. The State encourages Suppliers to have online ordering capabilities, such as a dedicated State website, to facilitate online orders. In the response, please include screenshots of the relevant web interface.

**4.2.8. Payment Options**

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

**4.2.9. Freight Policy**

All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Supplier is responsible for filing and expediting all freight claims with the carrier. The Supplier should pay title and risk of loss or damage charges.

**4.2.10. Rush Delivery**

Respondents should be able to provide Rush Delivery to Authorized Users within a 24-hour window. Explain your rush delivery capabilities in your response. 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.

**4.2.11. Shipping**

The State is committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Supplier of any such requirements.

All hazardous materials should be shipped per all Federal and State regulations.

All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice.

#### **4.2.12. Return of Product**

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

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

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

The Supplier should bear all shipping and insurance costs.

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

Please describe your return policy in detail.

#### **4.2.13. Returns Due to User Error**

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.

Respondent should issue a credit to Authorized User's account as soon as items have been received by the Supplier.

#### **4.2.14. Post-Order Customer Service**

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

#### **4.2.15. Price Verification**

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

#### **4.2.16. Respondents should offer all rebates and special offers**

(including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.

#### **4.2.17. 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, over a minimum of the manufacturer's warranty period. The Supplier should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified.

#### **4.2.18. Notification of Back Orders**

Please describe in detail your back-order notification procedures.

#### **4.2.19. Receiving Procedures and Order Inspection**

State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Authorized Users 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.

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.

When receiving deliveries, Authorized Users may:

Inspect each item at the time of receipt

Note any count discrepancies and visible damage on the Supplier's packing slip. Discrepancies or damages noted should be initialed by the Supplier's delivery agent

If, upon inspection at the time of receipt, products are found to be in unacceptable condition, Authorized User may refuse delivery and note reason on delivery receipt. Supplier's delivery agent shall initial any such notes

When satisfied that 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

Authorized Users reserve the right to reject all or part of a delivery

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

#### **4.2.20. 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 username if there is no purchase order)
- Invoice Number
- Date of order/ release
- Item manufacturer's name or abbreviation (if applicable)
- Complete item description
- Unit of measure
- Quantity per UOM
- Manufacturer's product number
- Supplier's catalog and/or stock numbers
- Contract price
- Quantity shipped
- Extended prices
- Shipping charges (if applicable)
- Discounts
- 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 addresses 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.

#### **4.2.21. Complaint Resolution Procedure**

The Supplier should have a robust complaint resolution procedure. Please describe in detail.

#### **4.2.22. Catalogs**

Supplier should have web-based catalog(s) and deliver electronic media copies of the most current catalog to each Authorized User upon request. Supplier should provide Contracting Officer with an electronic copy of its most recent catalog within five (5) business days of publication. The most recent catalog must be included with a Supplier's response to the RFP.