

ATTACHMENT A

SOLICITATION NO. 0900000555

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

The Contract is awarded as a statewide Contract SW0360 The is releasing for a catalog contract for Infant/Toddler/Child Products.

Please Note: The following sizes of disposable diapers are available from SW001 State Use Procurement Schedule, Contract ID # 2851. Those sizes are: 6-11 lbs., 11-16 lbs., and over 23 lbs. Also, 9” x 13” disposable baby wipes, 50 wipes/tub, 12 tubs/case for a 600 total count is also available from the same State Use contract. The supplier is McCalls Chapel School, Inc. (ID # 0000079007). All entities required to go through State Use as their first line of purchasing must purchase these items from this contract. All other entities are encouraged to do so as well.

1. Contract Term and Renewal Options

The initial Contract term, which begins on Date of award one year and there are four (4) one-year options to renew the Contract.

2. Contract Obligations

2.1 Supplier obligations are set forth below at:

2.1.1. Exhibit 1 to Attachment A

2.1.2. Exhibit 2 – Cost Workbook

2.1.3. Exhibit 3 – Example Mother’s Breastmilk Nutrition and Baby/Toddler Formula, Food, & Snacks

2.1.4. Exhibit 4 – Example Bedding and Room Décor.

2.1.5. Exhibit 5 – Example Baby & Toddler Toys.

2.1.6. Exhibit 6 – Example Bath & Skincare Products.

Exhibit 1 to Attachment A

1.1. Supplier Responsibilities.

- 1.1.1.1.** The Supplier is to provide the entire portfolio of quality Infant, Toddler and Child Products in a timely and efficient manner.
- 1.1.1.2.** Suppliers are to comply with all infant formula regulatory requirements, all infant/toddler/children's clothing safety/flammability standards, all durable infant/toddler/children's product requirements/standards, as well as any other applicable safety/regulatory requirements for infant/toddler/child products.

1.1.2. Purchasing Process and Pricing

- 1.1.2.1.** Customers will place their own orders with the Supplier. Supplier will interact with Customers on a day-to-day basis for specific issues relating to delivery timeliness, product quality, returns, and similar concerns. Contracting Officer will be responsible for managing price changes, market basket modifications, and overall contract management.
- 1.1.2.2.** Each Exhibit lists example products; however, additional products can be purchased off the resulting contract. The brands listed are examples of the types of products needed and the listed specifications should be considered reference specifications for those products.

1.1.3. Contract Manager

- 1.1.3.1.** The Supplier will provide a Contract Manager that will work with the Contracting Officer to fully implement and manage the contract. The Supplier shall make available to the Contracting Officer, technically competent personnel to accomplish the tasks and deliverables for the implementation and management of the contract. In addition, the Supplier will have a customer service unit that is dedicated to this contract to respond to user inquiries.
- 1.1.3.2.** The Supplier will work closely with subSuppliers (if applicable) to fully implement and manage the contract.
- 1.1.3.3.** The Supplier must promptly notify the Contracting Officer in writing within ten (10) calendar days of the change.
- 1.1.3.4.** The Supplier must include the name and contact information of the individual who will be the Contract Manager for the term of the contract. The Contract Manager will be responsible for operation and administration of the contract by the Supplier.

1.1.4. Contract Manager's Job Duties

- 1.1.4.1.** Communications with the Customer's personnel to discuss any shortages and needed substitutions.
- 1.1.4.2.** Meet with any Customer's personnel via conference call to discuss any areas of concern as needed.
- 1.1.4.3.** Be available to demonstrate or provide documentation to the Contracting Officer and to the Customers' personnel new products available on the market.
- 1.1.4.4.** Maintain and update the market baskets and master price lists/catalogs and review with and distribute to the different Customers on an ongoing basis.
- 1.1.4.5.** Issue credit memos and arrange for return of incorrectly shipped or deficient products.
- 1.1.4.6.** Resolve any problems and/or discrepancies with the order/delivery schedules.
- 1.1.4.7.** Any rebate programs or special pricing promotions which have been offered from manufacturers pass on to Customer's.

1.1.5. Service Level Requirements and Expectations

1.1.5.1. Mandatory Service Level Requirements

- 1.1.5.1.1.** This section of the document contains Mandatory Service Level Requirements that the Supplier is required to meet at no extra charge. Suppliers are required to indicate any inability to provide the Mandatory Service Level Requirements (as defined in the remainder of this section of the document).
- 1.1.5.1.2.** For all products sold, Supplier must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. If requested, Supplier must be able to identify an account number with the manufacturers they represent.
- 1.1.5.1.3.** Each product sold will have a minimum of manufacturer's standard warranty.
- 1.1.5.1.4.** Pricing will remain fixed for the first twelve (12) months of the contract. Requests for additional increases in pricing for contract items will be limited to once a year.
- 1.1.5.1.5.** If any prices fluctuate between the time of order and delivery, Supplier shall charge the prices in effect as of the order date.

- 1.1.5.1.6.** The Supplier will not invoice service fees or additional costs to the Customers during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified 1.1.5.2.10), hazardous materials, pallet, or fuel charges or surcharges.
- 1.1.5.1.7.** Delivery to End Users: Customers are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Customers will work with the Supplier to develop regular delivery schedules. All deliveries must be made on days and times acceptable to Customers.
- 1.1.5.1.8.** Suppliers are to indicate the number of business days after receipt of order for standard orders and rush orders.
- 1.1.5.1.9.** Acceptable hours for deliveries may vary by location. It is Supplier's responsibility to determine the acceptable delivery times and packing requirements for each customer at the time the first orders are placed.

1.1.5.2. Desirable Service Level Expectations

- 1.1.5.2.1.** This section of the document contains Desirable Service Level Expectations that the Supplier is expected to perform at NO extra charge. Suppliers should indicate any inability to provide the Desirable Service Level Expectations by indicating as such in response submittal. In addition, Suppliers should propose alternatives to Desirable Service Level Expectations that cannot be met.
- 1.1.5.2.2.** The Supplier should respond to all communications no later than one business day.
- 1.1.5.2.3.** Invoice Accuracy: The Supplier should strive to achieve invoice accuracy of 100%.
- 1.1.5.2.4.** When an order is placed, the Supplier and the Customers should contact each other to set up the delivery schedule. Supplier should accommodate any required delivery frequencies, days and times, and should make every effort to accommodate Customers' preferences, as stated in this document or communicated.
 - 1.1.5.2.4.1.** The Supplier should make deliveries on dates and times acceptable to Customers. If a regular delivery day falls on a State holiday, Customers and Supplier may determine an alternate date.
 - 1.1.5.2.4.2.** 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.

- 1.1.5.2.4.3.** Some Customers require inside delivery. Supplier should unload products and deliver to specified interior locations at no additional charge, if the Customer requires inside delivery. To expedite delivery, Supplier's delivery trucks should be equipped for varying dock heights.
- 1.1.5.2.4.4.** Deliveries should be complete by the delivery date noted on the order, unless otherwise modified by mutual consent of the Customer and Supplier. Should an emergency occur, causing a delivery to be delayed until after Customer's normal delivery hours, Supplier should contact the Customer by phone no less than one (1) hour before the end of Customer's normal receiving time for late delivery approval.
- 1.1.5.2.4.5.** Supplier is responsible for rescheduling delivery to a time acceptable to the Customer at no charge. If there is no mutually acceptable date and time to reschedule, or if a late delivery means the Customer should need to procure products elsewhere, the Customer may cancel all or a portion of the late delivery at no charge.
- 1.1.5.2.4.6.** Customer will have final determination of whether or not to accept late deliveries.
- 1.1.5.2.5.** Non-Delivery: After notification of impending short or out-of-stock items, the Customer may cancel the balance of incomplete deliveries without penalty. Customer may purchase shorted items that cannot be supplied by the Supplier by date required elsewhere.
- 1.1.5.2.6.** Supplier should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Customers 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.
- 1.1.5.2.7.** The State encourages Suppliers to have online ordering capabilities, such as a dedicated website, to facilitate online orders.
- 1.1.5.2.8.** Respondents should be able to provide Rush Delivery to Customers within a 24-hour window.
 - 1.1.5.2.8.1.** Emergency/rush delivery requiring special shipping and handling will be at Customers' expense (with prior approval

from the Customer). Rush delivery that occurs because of the Supplier's error will be at no additional cost.

- 1.1.5.2.8.2.** All hazardous materials should be shipped per all Federal and State regulations.
- 1.1.5.2.8.3.** All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice. All individual units of measure (such as cases, rolls, pallets etc.) should have a clearly visible "vendor product label" containing the Supplier's product number, manufacturer product number, and quantity per unit of measure.
- 1.1.5.2.8.4.** Suppliers are requested to provide the number of cases of similar items if possible. (e.g. if 5 cases of formula, then label should indicate case 1 of 5, case 2 of 5 and so on.)
- 1.1.5.2.8.5.** A packing slip should be included with each shipment with the following information the customer/Customer account number, customer/Customer name, customer/Customer address, ship date, purchase order number, Supplier product number per line item, line item description, quantity ordered, quantity included in the shipment, unit price, and any back ordered items.
- 1.1.5.2.8.6.** Any shipping containers which are not properly marked as per these instructions may be cause for rejection.
- 1.1.5.2.9.** 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 may, at the discretion of the Customers, be returned to the Supplier at the Supplier's expense within 30 days. Credit for returned goods shall be made immediately once the Supplier receives the returned goods.
 - 1.1.5.2.9.1.** 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.
 - 1.1.5.2.9.2.** Within ten (10) days of written notification by the Customer, the Supplier should make arrangements for the return of the product.
 - 1.1.5.2.9.3.** The Supplier should bear all shipping and insurance costs.
 - 1.1.5.2.9.4.** Supplier should be liable for damages to the product, unless caused by fault or negligence of the Customer that occur during the return process.

- 1.1.5.2.10.** Supplier should provide for return of unopened items ordered in error for up to 30 calendar days from delivery.
- 1.1.5.2.10.1.** 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, Customers 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.
- 1.1.5.2.10.2.** Supplier should issue a credit to Customer's account as soon as items have been received by the Supplier.
- 1.1.5.3.** The Supplier should provide each of the designated Customers 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, or phone (local or 800 number).
- 1.1.5.4.** 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 all 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.
- 1.1.5.5.** Respondents should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.
- 1.1.5.6.** 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 Customers any product or part thereof that proves to be defective or fails within the warranty period as specified.

- 1.1.5.7.** The State should not allow any cancellation of example Cost Workbook products without an equal and acceptable replacement approved by the Contracting Officer. (Please note: the brands listed in the Cost Workbook may not be the brands awarded and are listed only to establish example product specifications and for evaluation purposes. The brands awarded on this contract may be alternate brands with equal to specifications.) Suppliers should 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 should work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Suppliers should be prepared to offer detailed quarterly reports if requested by the State, displaying removed products and their suggested replacements. Suppliers should offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement product number, description, and final price.
- 1.1.5.8.** 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 Customer 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."
- 1.1.5.9.** State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Customers 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.
- 1.1.5.9.1.** 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.
- 1.1.5.9.2.** When receiving deliveries, Customers may inspect each item at the time of receipt and note any count discrepancies and visible damage on the Supplier's packing slip.
- 1.1.5.9.3.** Discrepancies or damages noted should be initialed by the Supplier's delivery agent.
- 1.1.5.9.4.** If, upon inspection at the time of receipt, products are found to be in unacceptable condition, Customer may refuse delivery and note reason on delivery receipt. Supplier's delivery agent shall initial any such notes.

- 1.1.5.9.5.** 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.
- 1.1.5.9.6.** Customers reserve the right to reject all or part of a delivery.
- 1.1.5.9.7.** Supplier should allow ample time for these procedures at each delivery location.
- 1.1.5.10.** All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Customers.
- 1.1.5.10.1.** 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.
- 1.1.5.10.2.** All invoices must be itemized showing the 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, item manufacturer's name or abbreviation (if applicable), complete item description, unit of measure, quantity per unit of measure, manufacturer's product number, Supplier's catalog and/or stock numbers, contract price, quantity shipped, extended prices, shipping charges (if applicable), discounts, agency name or purchaser name, account number, and the invoice total.
- 1.1.5.10.3.** 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.
- 1.1.5.11.** The Supplier should have a robust complaint resolution procedure and a clear hierarchical path a complaint takes.
- 1.1.5.12.** Supplier's representative should be available to meet at least quarterly with the Contracting Officer to discuss contract concerns. Supplier's representative should be available upon request of the Contracting Officer to evaluate contract implementation and performance, and to identify continuous improvement opportunities or market changes.
- 1.1.5.13.** Supplier should assist the Contracting Officer in preparing marketing tools to promote the contract relationship but be aware that inappropriate marketing communications sent directly to Customers

will not be permitted. All marketing materials should be approved in advance by the Contracting Officer. Supplier should arrange for product demonstrations, product literature, and other informational support when requested by the Contracting Officer.

- 1.1.5.14.** Supplier should provide any necessary training for Customers on, at a minimum, the following topics: catalog access, order placement, and invoice processing. All training shall be coordinated through the Contracting Officer or Customers.
- 1.1.5.15.** In-Store Purchases: If the Supplier operates or has special arrangements with brick-and-mortar stores in the State of Oklahoma, the Supplier should extend contract pricing for in-store purchases. The Supplier will be expected to formulate a method to identify an Customer as such so that contract pricing will be made available for in-store purchases during check out.
- 1.1.5.16.** The State expects the Supplier to provide services in as many parts of the State of Oklahoma as possible.
 - 1.1.5.16.1.** Southwest Oklahoma (defined as areas south of I-40 and west of I-35).
 - 1.1.5.16.2.** Southeast Oklahoma (defined as areas south of I-40 and east of I-35).
 - 1.1.5.16.3.** Northwest Oklahoma (defined as areas north of I-40 and west of I-35).
 - 1.1.5.16.4.** Northeast Oklahoma (defined as areas north of I-40 and east of I-35).
- 1.1.5.17.** The State has developed the following Key Performance Metrics (KPM) which shall be used to measure Supplier's performance and delivery of services.
 - 1.1.5.17.1.** Reporting, response time, and fill rate are the KPMs deemed most crucial to the success of the overall desired service level. The Supplier shall ensure that the stated KPMs are met.