



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Solicitation

1. Solicitation #: 2650000293

2. Solicitation Issue Date: August 5, 2014

3. Brief Description of Requirement:

This is a Request for Proposal (RFP) to provide catering services for the State Department of Education for events that will require food or refreshments at SDE offices or at a "to be determined" off-site location.

**Please Note: This is a rebid.**

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date<sup>1</sup>: August 21, 2014

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

**Personal or Common Carrier Delivery or U.S. Postal Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

6. Solicitation Type (check one below):

- ☐ Invitation to Bid  
☒ Request for Proposal  
☐ Request for Quote

7. Requesting Agency: State Department of Education

8. Contracting Officer:

Name: Linda Lechtenberg

Phone: (405) 522-0436

Email: Linda.Lechtenberg@omes.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
OMES-FORM-CP-070 (02/2013)



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 2650000293 \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_

VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>2</sup>:**

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: \_\_\_\_\_

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>3</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>2</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbusssales.html>

<sup>3</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 2650000293

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. 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. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1.** This contract will be effective Date of Award thru June 30, 2015 with option to renew for one additional year at same terms and conditions beginning July 1, 2015 and ending June 30, 2016.

### **B.2. Subcontracting**

- B.2.1.** Supplier must be able to provide all services listed in this RFP without subcontracting to any alternate company.

### **B.3. Commencement of Work**

- B.3.1.** The supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized state representative is the only individual who can transmit that approval to the supplier.

### **B.4. Employment Relationship**

- B.4.1.** Supplier's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, supplier shall provide adequate evidence that such persons are their employees or agents. In accordance with the Section on "Employment Relationship", the State shall not be responsible for supplier's employees for any employee compensation insurance, paid vacation, or any other employee benefit.

## **C. SOLICITATION SPECIFICATIONS**

- C.1.** This is a Request for Proposal (RFP) to provide catering services for the State Department of Education (SDE) for events that will require food or refreshments at SDE offices or at a "to be determined" off-site location.
- C.2.** Supplier must have the ability to serve various group sizes.
- C.3.** Supplier's facility:
  - C.3.1.** Supplier must have adequate preparation facilities, staff, and equipment to meet all catering service requirements. Supplier's facilities may be inspected by SDE representatives without notice. The supplier may be asked to provide a facility tour prior to any contract award.
- C.4.** The catering service to be provided shall be of the highest professional quality. All catering areas are to be kept clean, orderly and sanitary at all times and in strict accordance with all laws, ordinances, rules and regulations. Any set-up charges, clean up charges, linens, utensils, paper goods and delivery fees to be included in bid price.
- C.5.** Meetings or events may require breakfast, lunch or dinner.
- C.6.** SDE may need to have several food options for example: bagels, pastries, baked potatoes, sandwiches, soups, salads, cookies, vegetarian options, salads, wraps, fruits, chips, pasta salads, etc. The menu will be determined by the type of meeting or events that is scheduled.
- C.7.** Quantity
  - C.7.1.** Portion sizes will be commensurate with industry standards for minimum portion guidelines. The ordering SDE representative will make every effort in providing an accurate head count for the event.
- C.8.** Supplier must work collaboratively with SDE staff to orchestrate delivery, menus, locations, times and needs.
- C.9.** Supplier shall furnish, at the supplier's own expense, all common and skilled labor for the moving, setting up and dismantling of temporary stands as agreed upon between the supplier and ordering entity. **Some events will be full service while some may be setup only.**
- C.10.** Supplier shall provide their own clean-up, pick-up and disposal of all litter for all caterer areas of operation. Supplier shall clean and keep catering areas free of debris. All refuse and waste materials created by the catering and the supplier in the supplier's designated production and seating areas shall be promptly disposed of by the supplier during and after a catered event. Refuse and waste material shall be deposited by the supplier in appropriate refuse and waste containers. A clean up shall not occur while a meeting is in progress unless agreed to by the SDE event organizer.

- C.11.** Supplier should submit a detailed priced schedule, menus, and beverage price list for each meal type (Breakfast, Lunch, and Dinner) as well as a variety of options for break provisions. Prices shall be comparable to menus and prices for the same kind and quality of service for similar service elsewhere within and around the Oklahoma City area allowing for the serving of only the highest quality food and beverage products. Any request for changes must be mutually agreed upon by the supplier and SDE.
- C.12. Supplies for Meals:**
- C.12.1.** Supplier will provide the following:
    - C.12.1.1.** Linen table cloths and skirting shall be provided for all serving tables. Plates, napkins, required utensils, glasses or plastic ware (indicate disposable or plan for retrieval) **Styrofoam materials are not allowed.**
    - C.12.1.2.** Appropriate equipment to maintain temperature of warm and cold provisions.
    - C.12.1.3.** Serving pieces, pans, boxes, or appropriate tools for serving selected provisions (indicate disposable or plan for retrieval).
    - C.12.1.4.** Iced tea, bottled waters, lemonade, and ice adequate for duration of meals and breaks.
- C.13.** Any service personnel provided by the supplier shall be dressed appropriately for the occasion and be able to communicate effectively with SDE event organizer.
- C.14.** Examples of meeting/events to be catered: SDE State Board Meetings, Career Tech Meeting held at SDE office, and Textbook meetings held at State Capitol, Leadership Advisory Meetings, etc. All meetings/events will be held in Oklahoma City. **SDE reserves the right to add events when necessary.**
- C.15.** The menu may also include coffee, tea, and lemonade. SDE will not be charged for any untapped beverages.
- C.16.** Inspection:
  - C.16.1.** An inspection will be made by a representative by SDE at the catering event location. Food products, or setup items deemed unacceptable or visually substandard will be refused and the SDE will not be held liable for any charges related to the refused items.
- C.17.** Supplier must have a minimum of five (5) year experience in catering this type of meetings/events.

## **D. EVALUATION**

- D.1.** This RFP will be evaluated on the following:
- D.1.1.** Cost
  - D.1.2.** Experience
  - D.1.3.** Ability to deliver within 24-48 hours
  - D.1.4.** References

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Submission Requirement**

- E.1.1.** Suppliers are to submit two (2) electronic copies of their completed response, to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a CD. Faxed or emailed responses will not be accepted. Hard copies of the solicitation are not needed. This requirement overrides A.2.4 of the General Provisions.

### **E.2. All proposals must address each requirement listed.**

- E.2.1.** Supplier must be able to deliver to all events/meetings held by the State Department of Education whether the event/meeting is being held at SDE or at an alternate location. Supplier is to indicate if they can meet this requirement.
- E.2.2.** Times and Dates of each meeting or events will be given to the supplier within 48 hours of each meeting or event. If there is a change in the meeting/event or if the event/meeting is canceled, the supplier will be notified within 24 hours of cancellation. Supplier is to indicate if they accept this requirement.

### **E.2.3. Deliveries**

- E.2.3.1.** Catering service requests shall be made on an "as-required" basis to various locations within the Oklahoma City Metro area. Any catering service orders not performed by the promised date/time shall be subject to immediate cancellation without penalty. Hours of catering service shall be by agreement between the supplier and using SDE event coordinator. Supplier is to indicate if they accept this requirement.

### **E.2.4. Late Deliveries**

- E.2.4.1.** Delivery and set up times shall be firmly agreed to at the time the order is placed. An on time delivery is considered to be at least within 30 minutes before an event begins. The supplier is required to notify, via phone, the SDE representative hosting the event if a catering delivery will be late. This must be a person to person notification; no voice mails will be accepted. Failure to notify the SDE representative will result in a penalty discount of 15% for every 15 minutes the delivery is late if not contacted. Reoccurring late deliveries by the supplier may result in the termination of their contract. Supplier is to indicate if they accept this requirement.

- E.2.5.** This contract is for an indefinite quantity and the SDE may or not buy the quantity mentioned in this contract. Supplier may be needed approximately thirty-six (36) times per year, with approximately twenty (20) breakfast meetings or events and approximately sixteen (16) lunches etc. Supplier is to indicate if they can meet this requirement or if there are any exceptions. If there are any exceptions, please list those.

- E.2.6.** Supplier should make contact with SDE staff to confirm meeting/events are still taking place at least 24 hours before making delivery. Supplier is to indicate if they will meet this requirement.

### **E.2.7. Cancellations**

- E.2.7.1.** The SDE shall provide a minimum of 24 hours' notice in the event of a cancellation. For large events, cancellation requirements must be agreed to in writing by both the caterer and the ordering SDE representative. Without such written notice, the 24 hour minimum notice shall prevail. Supplier is to indicate if they accept this requirement.

- E.2.8.** Supplier must prepare and present food in a presentable fashion in a manner that will result in a high level of satisfaction to the State Department of Education. Supplier is to provide examples of how they will meet this requirement.

- E.2.9.** OSDE must be able to schedule meal selections on the supplier's calendar. Supplier is to show acceptance of this requirement and how they will meet this requirement.

- E.2.10.** Supplier must submit with their proposal a copy of their Health Department inspection report. The report is to be within 30 days of the inspection.

- E.2.11.** On all off-site meetings/events, supplier must deliver and remove all food, containers, trash, etc. from the premises. Supplier is to indicate their acceptance of this requirement.

- E.2.12.** Supplier must submit at least three (3) references with their RFP, to include the business name, the contact name, business address, contact person's e-mail address, and phone number.

- E.2.13.** Supplier is to indicate acceptance of the items listed under C.12.

- E.2.14.** Supplier is to indicate the number of years of experience in catering these types of meetings/events.

## **F. CHECKLIST**

None

## **G. OTHER**

- G.1.** **All questions regarding this solicitation must be submitted in writing and are to be emailed no later than August 14, 2014 at 3:00 p.m. Central Daylight Time.** Questions are to be emailed to [Linda.Lechtenberg@omes.ok.gov](mailto:Linda.Lechtenberg@omes.ok.gov). Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so

(contacting the agency directly) may result in your proposal being deemed as non-responsive. **Please be sure to reference the RFP number when emailing questions.**

## H. PRICE AND COST

- H.1.** All prices must be firm fixed prices for the term of this contract.
- H.2.** The State cannot pay startup cost or make payments before services have been rendered. The State will not pay any payments not listed in the supplier's cost proposal.
- H.3.** All payments will be made in arrears.
- H.4.** Suppliers are to submit a complete detail budget sheet outlining all costs associated with this service. **Costs not listed on the supplier's budget sheet will not be accepted or paid by the State.** To include the following and any other services provided, please list all pricing.

**H.4.1.** Which of the following are you proposing to provide? (Select all that apply)

<b>Breakfast Package #1</b>	<b>Breakfast Package #2</b>	<b>Breakfast Package #3</b>
<b>Buffet-Style</b> Bagels, pastries, fruit etc	<b>Wait-Staff</b> Bagels, pastries, fruit etc	<b>Family Style</b> Bagels, pastries, fruit etc
Price Per Person \$	Price Per Person \$	Price Per Person \$
<b>Lunch Package #4</b>	<b>Lunch Package #5</b>	<b>Lunch Package #6</b>
<b>Buffet-Style</b> Hot/Cold Entrée's, baked potato, sandwiches, soups, salads, cookies, vegetarian, etc	<b>Wait-Staff</b> Hot/Cold Entrée's, baked potato, sandwiches, soups, salads, cookies, vegetarian, etc	<b>Family Style</b> Hot/Cold Entrée's, baked potato, sandwiches, soups, salads, cookies, vegetarian, etc
Price Per Person \$	Price Per Person \$	Price Per Person \$
<b>Dinner Package #7</b>	<b>Dinner Package #8</b>	<b>Dinner Package #9</b>
<b>Buffet-Style</b> Hot/Cold Entrée's, baked potatoes, sandwiches, soups, salads, vegetarian, etc	<b>Wait-Staff</b> Hot/Cold Entrée's, baked potatoes, sandwiches, soups, salads, vegetarian, etc	<b>Family Style</b> Hot/Cold Entrée's, baked potatoes, sandwiches, soups, salads, vegetarian, etc
Price Per Person \$	Price Per Person \$	Price Per Person \$

- H.5.** Specify if you are bidding on off-site events or at SDE office or both by inserting a check mark in the space provided below.

**H.5.1.** \_\_\_\_\_ Off-site events \_\_\_\_\_ SDE office

- H.6.** Any additional cost: \$ \_\_\_\_\_ Please explain below:

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