



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

Solicitation

1. Solicitation #: SW16765

2. Solicitation Issue Date: March 24, 2015

3. Brief Description of Requirement:

Request for Proposal for Bread and Bakery Products

Questions due April 3, 2015

4. Response Due Date¹: April 16, 2015

Time: 3 p.m. CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal, U.S. Postal or Common Carrier 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: StateWide Contract

8. Contracting Officer:

Name: Theresa Johnson

Phone: (405) 521-2289

Email: theresa.johnson@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")
OMES-FORM-CP-070 (08/2014)



**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 # SW16765

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 Permit¹:

☐ 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 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.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² 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 #: SW16765

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, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

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 260:115-7-32.

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.

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. Type of Contract.

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

B.2. Notice of Award.

Notice of award letter resulting from this RFP will be furnished to each successful supplier and shall result in a binding contract without further action by either party. It shall be the successful supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.3. Contract Priority.

This is a mandatory contract

B.4. Authorized Users.

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

CHECK APPROPRIATE BLOCK

_____ Yes, offer permits usage by other than State Agencies
_____ No, offer permits usage by State Agencies only.

B.5. Extension of Contract.

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

B.6. Contractor Invoices.

(a) The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a response shall be the only office authorized to receive orders, invoice and receive payment. If the suppliers wish to ship or provide service from a point other than the address listed on the face of the response, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
(b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
(c) If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
(d) In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.7. Patents and Royalties.

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the price offered shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.8. State Purchase Card

VENDORS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD. SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD). FAILURE TO ACCEPT THE P-CARD MAY BE CAUSE FOR REJECTION OF YOUR REPOSE.

SIGNATURE OF P-CARD ACCEPTANCE: _____

DATE: _____

B.9. Contract Management Fee

- B.9.1.** As empowered by State Statute §85.33 A & B, the Office of Management and Enterprise Services imposes, and suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract.
- B.9.2.** This contract management fee is to be noted on the quarterly and paid by the supplier, to ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: SW765 Bread and Bakery Products, the report amount and the reporting period covered. Checks are to be made out to OMES, Central Purchasing Division and submitted within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting"

- B.9.3.** Checks are to be mailed to the following address:

OMES
Agency Business Services
3812 N. Santa Fe, Suite 290
Oklahoma City, OK 73118-8500

- B.9.4.** Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.10. Contract Usage Reporting Requirements.

- B.10.1.** 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.
- B.10.2.** Reports shall be submitted quarterly regardless of quantity.
- B.10.3.** Usage Reports shall be sent electronically in Excel format to: strategic.sourcing@omes.ok.gov. The usage reports only, may also be emailed to the buyer listed within 30 calendar days upon completion of performance quarter period cited below.
- B.10.4.** 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
- B.10.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.
- B.10.6.** Quarterly reports are to be submitted on OMES Form # CP-092. A copy of this form is attached to this RFP and is also available on the OMES website, www.omes.ok.gov

B.11. Price Adjustments.

Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed onto the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

C. SOLICITATION SPECIFICATIONS

C.1. Definitions

- C.1.1. (a) *RFP* is an acronym for Request for Proposal.
- C.1.2. (b) *Release* means purchase order issued against the specified contract.
- C.1.3. (c) *Solicitation* means a request for Proposal.
- C.1.4. (d) *State* means the State of Oklahoma.

C.2. Contract Period.

The contract is for a twelve (12) month period, commencing July 1, 2015 and ending June 30, 2016. The contract may be renewed for up to two (2) additional, one year option periods.

C.3. Required Delivery

- C.3.1. Delivery shall be made within 7 calendar days after receipt of order by the successful supplier. Offers that specify a different delivery lead time will be considered in the evaluation.
- C.3.2. The earlier delivery lead time: _____
- C.3.3. The later delivery lead time: _____

C.4. Stocking Location

The successful 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.

C.5. Product Acceptability.

All products must be packaged in clean, sealed, plastic bags or boxed and clearly marked. Delivery: all products are to be delivered fresh, and must be between 24 to 48 hours out of oven, packaged, coded or dated and to be checked on delivery. Delivery schedules should be set up with individual institutions. All flour used must be wheat enriched, 45% ash and not less than 11% protein.

C.6. Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

C.7. Prompt Payment Discounts.

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

C.8. Gratuities.

The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

C.9. Conformity.

By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

C.10. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your response that would indicate energy savings.

C.11. Warranty.

The Successful supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

C.12. Conflict of Interest.

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose in the response the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

D. EVALUATION

D.1. This contract will be awarded by the best value method.

D.2. Evaluation factors will include

- D.2.1. Cost
- D.2.2. Selection
- D.2.3. Time of Delivery
- D.2.4. Delivery areas to be served
- D.2.5. Purchase card

D.3. Negotiation of Contract

- D.3.1. The State of Oklahoma may elect to negotiate with selected Vendors during the procurement process to get the best business terms and price for its citizens. Negotiations would be through the State Purchasing Director. The State will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies.
- D.3.2. The supplier is advised that under the provisions of this Request for Proposal, the Central Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations.

E. INSTRUCTIONS TO BIDDER

E.1. Explanation to Supplier.

- E.1.1. Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the ITB. Oral explanations or instructions given before solicitation opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting a response or if the lack of it would be prejudicial to other suppliers.

E.1. Submission of Responses

- E.1.1. All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail to: theresa.johnson@omes.ok.gov and received by the contracting officer on or before 5:00 p.m. ("CDT"), on April 3, 2015. Questions must reference the identifying solicitation number.
- E.1.2. Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CDT) April 3, 2015 will not be accepted, responded to, or reviewed.

E.2. Amendments to Request for Proposal.

- E.2.1. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- E.2.2. Suppliers shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. Central Purchasing must receive the acknowledgment by the opening time and date specified for receipt of proposals.

E.3. Preparation of Proposals.

- E.3.1.** Suppliers are to submit Two (2) complete copies of their response, a hard copy submittal and an electronic copy. Electronic responses must be submitted on a CD or DVD which includes the completed proposal, in the identical format contained in the solicitation, and the documents must be unprotected.
- E.3.2.** Faxed or emailed responses will NOT be accepted.
- E.3.3.** If supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.3.4.** Recipients of this solicitation not responding with a response shall return only the front sheet (CP-01 form) annotated with "No Bid", their company and address.
- E.3.5.** The State reserves the right to accept by item, groups of items or by the total proposal.
- E.3.6.** The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.
- E.3.7.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Central Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

E.4. Area(s) To Be Served:

- E.4.1.** For purposes of this award, the State of Oklahoma prime locations have been included (see attachment A). Prospective suppliers are required to indicate whether they can provide delivery services to all locations. If unable to deliver to all prime locations, the supplier must clearly indicate which locations they cannot service in their response.

E.5. Product Availability

- E.5.1.** Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Prospective supplier must use best effort to assure product availability through duration of contract period.

E.6. Proposal Compliance.

- E.6.1.** The state reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. A proposal shall be rejected when the supplier imposes terms or conditions that would modify requirements of the RFP or limit the supplier's liability to the State.

E.7. Proposal Conformity.

- E.7.1.** By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

E.8. Energy Conservation

- E.8.1.** Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

E.9. Conflict of Interest

- E.9.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

F. CHECKLIST

F.1. The Proposer must take the responsibility to:

- F.1.1.** Carefully read the entire RFP;
- F.1.2.** Seek clarification by asking questions in a timely manner;
- F.1.3.** Submit all required responses, completed to the best of Proposer's ability and submitted, by the required dates and times;
- F.1.4.** Carefully re-read the entire RFP before submitting a Proposal.

G. OTHER

G.1. ATTACHMENT A – AGENCY LOCATIONS

H. PRICE AND COST

- H.1.** See attached spreadsheet
- H.2.** Spreadsheet is also available in excel format on web.

Bread and Bakery Products
Agency Locations

Department of Human Services Laura Dester Shelter 619 S. Quincy Ave Tulsa, OK 74120	Department of Human Services Northern OK Resource Center 2600 East Willow Enid, OK 73701-8715	Department of Human Services Pauline E. Mayer Shelter 5909 N. Classen Court Oklahoma City, OK 73118
Dept of Rehabilitation Services Oklahoma School for the Blind 3300 Gibson Street Muskogee, OK 74403	Dept of Rehabilitation Services Oklahoma School for the Deaf 1100 East Oklahoma Street Sulphur, OK 73086-3108	JD McCarty Center 2202 E. Robinson Street Norman, OK 73071
Department of Veterans Affairs Talihina Division End of Highway 63A Talihina, OK 73471	Department of Veterans Affairs Lawton Division 501 SE Flowermound Road Lawton, OK 73501	Department of Veterans Affairs Sulphur Center 200 E. Fairlane Sulphur, OK 73086
Department of Veterans Affairs Claremore Division 3001 W. Blue Starr Drive Claremore, OK 74017	Department of Veterans Affairs Clinton Division South on HWY 183 Clinton, OK 73601	Department of Veterans Affairs Norman Division 1776 E. Robinson Norman, OK 73070
Department of Veterans Affairs Ardmore Division 1015 South Commerce Ardmore, OK 73401	OK Dept. of Mental Health & SAS 5050 Williams Avenue Woodward, OK 73801	OK Dept. of Mental Health & SAS Carl Albert Comm Mental Health 1101 E Monroe McAlester, OK 74501
OK Dept. of Mental Health & SAS Griffin Memorial Hospital 900 E. Main Street Norman, OK 73071	OK Dept. of Mental Health & SAS Northwest Ctr for Behavioral Health, HWY 270E Fort Supply, OK 73841	OK Dept. of Mental Health & SAS Vinita Alcohol Drug Treatment 24919 S. 4420 Road Vinita, OK 74301
OK Dept. of Mental Health & SAS Oklahoma Forensic Center 442 104 E 250 Rd Vinita, OK 74301	Office Of Juvenile Affairs Lloyd E. Rader D&E Center Rt 4, Box 9B, 13323 W. Hwy 51 Sand Springs, OK 74063	Office of Juvenile Affairs Southwest Okla Juvenile Center 330 S. Broadway Manitou, OK 73555
Oklahoma Dept. of Corrections Eddie Warrior Correctional Center 400 N. Oak Taft, OK 74463	Oklahoma Dept. of Corrections Northeast Oklahoma CC 442606 E 250 Road Vinita, OK 74301-0887	Oklahoma Dept. of Corrections Dick Conner Correctional Center 129 Conner Road Hominy, OK 74035
Oklahoma Dept. of Corrections Jess Dunn CC – Warehouse 400 West Glenn Avenue Taft, OK 74463	Oklahoma Dept. of Corrections J. H. Lilley Correctional Center Highway 62 East Boley, OK 74829	Oklahoma Dept. of Corrections Muskogee Community Corrections 3031 North 32 nd Street Muskogee, OK 74401
Oklahoma Dept. of Corrections Charles E. “Bill” Johnson CC 1856 E. Flynn Alva, OK 73717-3005	Oklahoma Dept. of Corrections James Crabtree Correctional Ctr Third & Murray Helena, OK 73741	Oklahoma Dept. of Corrections William S. Key Correctional Ctr 1 Mile East. Highway 270 South Ft. Supply, OK 73841
Oklahoma Dept. of Corrections Oklahoma State Penitentiary Stonewall & West Street McAlester, OK 74502-0097	Oklahoma Dept. of Corrections Jim E. Hamilton Correctional Ctr 53468 Mineral Springs Road Hodgen, OK 74939	Oklahoma Dept. of Corrections Earl Davis CWC 3297 N. 369 Road Holdenville, OK 74848

Bread and Bakery Products
Agency Locations

Oklahoma Dept. of Corrections Idabel Work Center 1800 W. Martin Luther King St Idabel, OK 74745-40000	Oklahoma Dept. of Corrections Ardmore Community Work Ctr Ardmore Air Park Bldg 315 Ardmore, OK 73401	Oklahoma Dept. of Corrections Marshall County Comm Work Ctr 205 N. 4 th Madill, OK 73466	
Oklahoma Dept. of Corrections Jackie Brannon Correctional Center West Street & Grider Road McAlester, OK 74502	Oklahoma Dept. of Corrections Howard McLeod Correction Ctr 1970 E. Whipperwill Lane Atoka, OK 74525-9152	Oklahoma Dept. of Corrections Mack H. Alford Correctional Ctr 1151 N. Hwy 69 Stringtown, OK 74569	
Oklahoma Dept. of Corrections Union City CCC 700 N. SH 81 Union City, OK 73090	Oklahoma Dept. of Corrections Mable Bassett Correctional Center 29501 Kickapoo McCloud, OK 74851	Oklahoma Dept. of Corrections Joseph Hard Correctional Center 16161 Moffat Road Lexington, OK 73051	
Oklahoma Dept. of Corrections Kate Barnard Comm Corr Center 3200 N. W. 39 th Oklahoma City, OK 73114	Oklahoma Dept. of Corrections Hillside Comm Corr Center 3300 Martin Luther King Ave Oklahoma City, Ok 73111	Oklahoma Dept. of Corrections Oklahoma City CCC 315 W I-44 Service Road Oklahoma City, OK 73118	
Oklahoma Dept. of Corrections Elk City CWC, PO Box 1142 1309 Airport Industrial Road Elk City, OK 73648	Oklahoma Dept. of Corrections Sayre Work Center 1107 N. Broadway Sayre, OK 73662	Oklahoma Dept. of Corrections Frederick Community Service Ctr 5 ½ mi W. of Hwy 5, ½ Mi South Frederick, OK 73542-4219	
Oklahoma Dept. of Corrections Lawton Community Corr Center 605 SW Coombs Road Lawton, OK 73501-8294	Oklahoma Dept. of Corrections Altus Community Work Center 308 W. Broadway Altus, OK 73521	Oklahoma Dept. of Corrections Waurika Community Service Center 107 W. Anderson Waurika, OK 73573	
Oklahoma Dept. of Corrections Oklahoma State Reformatory 1700 E. First Street Granite, OK 73547	Oklahoma Dept. of Corrections Hobart Community Work Center 311 S. Washington Hobart, OK 73651	Oklahoma Dept. of Corrections Healdton Comm Work Center 110 N. 4 th Street Healdton, OK 73438	
Oklahoma Dept. of Corrections Walters Community Work Center Route 3, Box 9 Walters, OK 73572	Department of Human Services Southern OK Resource Center 2901 S. Chickasaw Street Pauls Valley, OK 73075		

Item #	Contract Category	ITEM ID	ITEM DESCRIPTION	UOM	Price Bidding	Packaging Bidding	Brand Name Bidding	Brand Part # Bidding
1	Bread Specialty	1000000537	BREAD: french, sliced, 16 oz.	X8				
2	Bread Specialty	1000001272	BREAD:, raisin, sliced, fresh, 16 oz.	X8				
3	Bread Specialty	1000000538	BREAD: raisin, Cinnamon, fresh, 16 oz	X8				
4	Bread Specialty	1000001258	BREAD: rye, sliced, 20 oz	X8				
5	Bread Specialty	1000000134	BREAD:, texas toast style, 1 in thick sliced, 24 oz	X8				
6	Wheat Bread	1000000338	BREAD:, whole wheat, family style, enriched, fortified fresh, 20 oz.	X8				
7	Wheat Bread	1000001666	BREAD:, wheat, light, sandwich style, no animal style, fortified fresh, 16 oz	X8				
8	Wheat Bread	1000001239	BREAD:, wheat, sandwich style, no animal fat, frotfied, fresh, 24 oz.	X8				
9	51% Whole Grain	1000030731	BREAD: wheat, family style or sandwich, enriched, fortified, 51% whole grain or better	X8				
10	White Bread	1000001528	BREAD: white, whole grain, family style, enriched, fortified fresh, 20 oz.	X8				
11	White Bread	1000000340	BREAD: white, sandwich style, vitamin fortified, no animal fat, fresh, 24 oz	X8				
12	51% Whole Grain	1000030730	BREAD: white, family style or sandwich, enriched, fortified, 51% whole grain or better	X8				
13	Bread Specialty	1000000931	BREAD: Hogie buns, fresh, 6 in length, 6/pkg	PK				
14	Bread Specialty	1000000896	BREAD: Hogie buns, non-seeded, fresh, 8 in length, 6/pkg	PK				
15	Bread Specialty	1000000933	BREAD: Hogie buns, seeded, fresh, 6 in, 6/pkg	PK				
16	White Bread	1000008183	BUNS: Hamburger, vitamin fortified, no animal fat, fresh, 4 in dia, 12/pkg	PK				
17	Whole Grain	1000028594	BUNS: Hamburger, whole grain, vitamin fortified, no animal fat, fresh, 4 in dia, 8/pkg	PK				
18	51% Whole Grain	1000030732	BUNS; Hamburger, vitamin fortified, fresh, No animal fat, 51% whole grain or better, 4 in. diameter min.	PK				
19	White Bread	1000001684	BUNS, Hot Dog, vitamin fortified, no animal fat, fresh, 6 in long, 16/pkg	PK				
20	Whole Grain	1000028595	BUNS: Hot Dog, whole grain, vitamin fortified, no animal fat, fresh, 6 in lingth, 8/pkg.	PK				
21	51% Whole Grain	1000030733	BUNS: Hot Dog, vitamin fortified. No animal fat, 51% whole grain or better, 6 in length	PK				
22	Bread Specialty	1000000885	BUNS: Bagels, Assorted flavors, split, 6/pkg	PK				
23	Whole Grain	1000028638	BUNS; Bagels, whole grain, split	PK				
24	White Bread	1000000267	MUFFIN: English, white, pre-baked, 12/pkg	PK				
25	Wheat Bread	1000000341	MUFFIN:, English, wheat, pre-baked, 6/pkg	PK				
26	White Bread	1000001472	ROLLS: Brown & serve, white, 12/pkg	PK				
27	Wheat Bread	1000001478	ROLLS: Brown & serve, wheat, 12/pkg	PK				
28	White Bread	1000003393	ROLLS: Tea, fully cooked, ready-to-serve, break apart, wrapped, 12/pkg	PK				
29	Whole Grain	1000028596	ROLLS: Tea, fully cooked, whole grain, ready-to-serve-, break apart, wrapped, 12/pkg	PK				
30	White Bread	1000001665	ROLLS: White Mountain, white, no animal fat, 2 1/4 x 2 1/4, 18 oz./pkg, 12/pkg	PK				
31	White Bread	1000000932	ROLLS: Croissant, fresh, 96/pkg.	PK				
32	Tortillas	1000028624	TORTILLAS: Floured, soft taco	PK				
33	Tortillas	1000028625	TORTILLAS: Floured, burrito	PK				
34	Tortillas	1000030726	TORTILLAS: floured, burrito, spinach	PK				
35	Tortillas	1000030725	TORTILLAS: floured, soft taco, tomato basil	PK				
36	Tortillas	1000030724	TORTILLAS: floured, burrito, spinach	PK				
37	Tortillas	1000030723	TORTILLAS: floured, soft taco, tomato basil	PK				
38	Tortillas	1000030727	TORTILLAS: corn, taco	PK				
39	Tortillas	1000030729	TORTILLAS: wheat, burrito	PK				
40	Tortillas	1000030728	TORTILLAS: wheat, soft taco	PK				