



Amendment of Solicitation

Date of Issuance: 2-7-2017

Solicitation No. SW17275

Requisition No. N/A

Amendment No. Two (2)

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: 2/28/2017 3:00 PM CST/CDT

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

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

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Theresa Johnson
Contracting Officer

405 - 521 - 2289
Phone Number

theresa.johnson@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

THIS SOLICITATION HAS BEEN CORRECTED, RETURN THE ENCLOSED SOLICITATION WITH YOUR RESPONSE. THIS IS A REWRITE/CORRECTED SOLICITATION WHICH SUPERCEDES THE SOLICITATION ISSUED 01-20-2017. ONLY THIS CORRECTED SOLICITATION WILL BE ACCEPTED

The additional following questions have been submitted by suppliers, this amendment is issued to incorporate clarifications and to share this information with all suppliers. The questions and subsequent answers are numbered and in bold type for clarity.

QUESTION #1 I am working with our Sales Manager xxxxx on this bid. He left you a voicemail regarding question answer #8 which still needs some clarification. If you cannot reach him when you call, my extension is 127.

ANSWER #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.

Questions or requests for clarification received by telephone or by fax ... will not be accepted, reviewed or responded to.

QUESTION #2 We need some clarification of Amend C.1(Question and answer# 8)
Do you want the supplier catalog discount or manufacturer catalog discount? Please see below-

ANSWER #2 — Please see enclosed corrected proposal.

CONTINUED ON PAGE TWO

Description of Amendment - continuing

COMMERICAL, CORRECTIONAL KITCHEN PRODUCTS
SW17275 – AMENDMENT TWO
PAGE TWO

QUESTION #3 Can you please provide the specifications exceptable in each section of the requested items. Is the facility looking for everything we can offer? Are these commercial or residential products or both?

ANSWER #3 – No products are specified, only general categories of products and the preferred manufacturers. This solicitation is for a Statewide Contract for all authorized users not one particular facility. We are asking for commercial and residential products.

QUESTION #4 One of the biggest state contracts we hold for kitchen equipment is Missouri. Please see their policy below regarding references. Can you submit the reference portion of solicitation SW17275 to him direct for the bid? He can then send it back to you direct.

ANSWER #4 – Suppliers should make every attempt to comply with the requirements of the solicitation to be considered for award. It would be against the policy of this office to make an exception for one supplier that is not made for all suppliers.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature



Solicitation

1. Solicitation #: SW17275 CORRECTED PROPOSAL

2. Solicitation Issue Date: 02/07/2017

3. Brief Description of Requirement:

COMMERCIAL, CORRECTIONAL KITCHEN EQUIPMENT

CORRECTED REQUEST FOR PROPOSAL – THIS PROPOSAL SUPERCEDES THE PROPOSAL ISSUED 01/20/2017. PLEASE RETURN THIS PROPOSAL WITH YOUR RESPONSE.

QUESTIONS DUE: February 15, 2017, 5:00 p.m.

4. Response Due Date¹: February 28, 2017

Time: 3:00 P.M. CST/CDT

5. Issued By and RETURN SEALED BID TO²:

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

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

6. Solicitation Type (type "X" at 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 GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

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

1. **RE: Solicitation #** SW17275 CORRECTED PROPOSAL

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>



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 #: SW17275 – CORRECTED PROPOSAL

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

TABLE OF CONTENTS

A GENERAL PROVISIONS.....5

B. SPECIAL PROVISIONS9

C. SOLICITATION SPECIFICATIONS.....13

D. EVALUATION15

E. INSTRUCTIONS TO SUPPLIER16

F. CHECKLIST18

G. OTHER18

H. PRICE AND COST Error! Bookmark not defined.

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. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 5005 N. Lincoln Blvd. Suite 300, 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 the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. 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 bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder 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 Addendum, signed by the State Purchasing Director and the supplier.
- 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 Addendums, 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 supplier(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. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

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 supplier(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 supplier(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. **Contract Title:** Commercial, Correctional Kitchen Equipment
- B.2. **Contract Period:** Date of Award thru one year with two, one year option periods to renew at the same terms and conditions.
- B.3. **Contract Renewal:** Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance and the reported spend. The State, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.
- B.4. **Type of Contract:** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.
- B.5. **Contract Preference:** This contract is mandatory
- B.6. **Authorized Users:** Proposals 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, proposal permits usage by other than State Agencies**

_____ **No, proposal permits usage by State Agencies only.**

B.7. **F.O.B. Destination.**

All deliveries shall be F.O.B. 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 at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims

B.8. **Oral Agreements.**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

B.9. **RFP Compliance.**

The state reserves the right to reject any Supplier that does not comply with the requirements and specifications of the RFP. A RFP 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.

B.10. **Evaluation and Award.**

- (a) The State shall evaluate RFP's in response to this solicitation and will award a contract to the supplier whose offer is determined to be Best Value.
- (b) The state may (1) reject any or all Suppliers, (2) accept other than the lowest Supplier, and (3) waive informalities or minor irregularities in offers received.
- (c) The State reserves the right to accept by item, groups of items or by the total offer.
- (d) The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

B.11. **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.12. **Extension of Contract:** The State may extend the term of this contract up to 180 day intervals if mutually agreed upon by both parties in writing.
- B.13. **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.
- B.14. **State and Federal Taxes.**
Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.
- B.15. **Contractor Invoices:**
- B.15.1. The supplier 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 awarded 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 proposal, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
 - B.15.2. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
 - B.15.3. The supplier shall invoice the agencies on a monthly basis for services rendered during the previous month.
 - B.15.4. 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.
 - B.15.5. 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.16. **OMITTED**
- B.17. **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.
- B.18. **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.
- B.19. **Contract Management Fee:** As empowered by State Statue 74 O.S. §85.33 A , 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. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.
- B.19.1. The check should be mailed to:

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
ATTENTION: ACCOUNTS RECEIVABLE
5005 N. LINCOLN BOULEVARD
OKLAHOMA CITY, OK 73105
 - B.19.2. The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the Bidders response to this solicitation.
 - B.19.3. Contract quarterly reporting periods for management fees shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.20. Contract Usage Reporting Requirements.

B.20.1. Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

B.20.2. The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:

B.20.2.1. Strategic.Sourcing@omes.ok.gov

B.20.3. Contract quarterly reporting periods for usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

B.20.1. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.21. Energy Conservation: Oklahoma is an energy conservation State and we welcome any comments on your proposal that would indicate energy savings.

B.22. Conflict of Interest: The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the proposal 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 it's branches.

B.23. 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 proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.24. The contract shall be for the quantities actually ordered during the life of the contract. Billing shall be made in accordance with instructions by the agency or division issuing the purchase order.

B.25. Required Delivery.

Delivery will be specified on each release order issued against the contract.

B.26. State Purchase Card

SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIER MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD).

SIGNATURE OF P-CARD ACCEPTANCE: _____

DATE: _____

- B.26.1.** Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within two (2) business days of the charge.

C. SOLICITATION SPECIFICATIONS

C.1. PURPOSE OF THE RFP

The purpose of this RFP is to establish a Statewide contract for the as-needed purchase of commercial food service equipment, Commercial Equipment with Correctional Packages, Commercial Laundry Equipment, Household Appliances and related products/supplies for use by facilities located throughout the State of Oklahoma.

A “catalog contract” approach is being taken in order to offer purchasers the widest breadth possible of manufacturers and their products.

The State intends to award one (1) Contract as a result of this procurement, unless it is determined to be in the state’s best interest to award to multiple Suppliers to ensure abundant sources of supply.

C.2. SCOPE

This RFP is being conducted using a discount off Manufacturers’ s Suggest Retail Price (MSRP) List Model. Suppliers are required to offer their entire catalog with products that meet Energy Star criteria (with some exceptions as noted herein) and provide a percent discount off Manufacturers MSRP. (a single discount for the entire catalog is also acceptable). For evaluation purposes, Suppliers are required to complete Attachment A, Cost Workbook.

C.3. Product Warranty

Warranty: Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture. OEM parts are required.

Contractor shall have a designated service company who is authorized to repair equipment purchased from this contract.

Every unit delivered must be guaranteed against faulty material and workmanship for one year from date of receipt by purchaser. If, during this period, such faults develop, the unit or part affected shall be replaced without any cost to the purchaser including any charges for parts, labor and transportation. Contractor shall be responsible for contacting service representative(s) and following up to ensure service is completed.

In the event of conflict between Contract terms and conditions and Contractor’s submitted warranty, the Contract terms and conditions shall prevail; except, to afford the State maximum benefits, the Purchasing Activity may avail itself of the Contractor’s warranty if deemed more beneficial to the State.

C.4. Extended Warranty Pricing

At the option of the purchaser, an extended warranty (twenty four months in addition to the original one year manufacturer’s warranty for a total of thirty six months) may be purchased at time of order placement and the cost is to be provided in the Price Sheet included herein.

C.5. Standard Equipment

Pricing shall include any standard equipment or accessories required for operation to include range cords, anti-tip brackets, reverse refrigerator door swing, etc. The Contractor shall be responsible for ensuring that appropriate length, wiring requirements, etc. is shipped with the product along with a user manual.

C.6. Equipment Electrical Certification

As required by law, all electrical equipment purchased shall conform to the applicable standard(s) or be otherwise certified by Underwriters Laboratories, Inc. or other recognized laboratory facility acceptable to the State. The State may require Contractor to provide satisfactory documentation of the required certification. Unless otherwise indicated in the Contract, the above certification shall apply to the equipment as a whole, not the individual components of that equipment.

C.7. Delivery Locations

Authorized purchasers have various locations where goods are to be shipped. The Contractor is required to ship to any location within the state, upon request, at no additional cost.

C.8. Shipping Terms & Instructions

All Contract pricing is to be FOB Destination, freight prepaid and included, to purchaser's loading dock.

Inside Delivery: Contractor is required to provide inside delivery upon purchaser's request. Inside delivery is defined as the person(s) delivering the goods shall deliver the item(s) to exact location requested within the purchaser's location, whether it be on the first or the tenth floor, etc., any additional cost for inside delivery is to be provided in the Price Sheet included herein.

Installation/Setup: Costs for installation and set-up (if any) shall be provided in the Price Sheets included herein.

Customer Pick-up: The purchaser has the option to pick up equipment from the Contractor with advance notice. In that event, product pricing will be discounted by the amount indicated by the Contractor in the Price Sheet included herein (discount is to represent transportation costs).

Disposal of packing materials: The Contractor is required to remove and dispose of packaging materials at purchaser's request at no additional cost.

C.9. Packing

All items shall be packed in accordance with prevailing commercial practices in such a manner as to ensure delivery in good condition.

C.10. Instruction Manuals

Simultaneous with delivery of the first component of the equipment or system specified/ordered, the Contractor shall furnish to the purchaser a complete instructions manual for the equipment (or system) and for each component supplied. The manual shall include complete instructions for inspecting, installing, adjusting, aligning, operation of the equipment and the system, together with system layout and interconnection diagrams (if applicable), schematic and wiring diagrams, comprehensive preventive and correction maintenance procedures, and complete part lists, manufacturer's catalog numbers and ordering information.

C.11. Price Adjustments

A decrease in the level of categories discount shall not be considered during the entire term of the contract nor for any subsequent contract extension. However, an increase in the level of categories discount may be considered at any time during the term of the contract and during each subsequent contract renewal and/or extension.

C.12. Service Level Requirements and Expectations

- C.12.1.** This section of the document contains Mandatory Service Level Requirements that the successful Supplier is required to meet at NO extra charge. Suppliers are required to indicate any inability to provide the Mandatory Service Level Requirements (as defined in the remainder of this section of the document). **Suppliers who cannot meet Requirements C.10.1 through C.10.5 may be disqualified on the grounds of non-responsiveness. SEE ATTACHMENT A – SECTION A TO RESPOND.**
- C.12.2.** Your firm must provide the Energy Star appliances provided by the manufacturer and make them available to the customers under this contract
- C.12.3.** Your firm must provide inside delivery of new appliances, installation of new appliances
- C.12.4.** Employees of your firm must have the ability to offer advice and consultation and be subject matter experts in the products your firm sells
- C.12.5.** Your firm must recycle all packaging material this is removed from new appliances, if requested by the customer.

C.13. Commercial Products Catalog

- C.13.1.** The contractor must provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms that:
- C.13.2.** Is regularly maintained by a manufacturer or contractor and; Is either published or otherwise available for inspection by customers, and/or the general public.
- C.13.3.** The published commercially available catalog shall include, at a minimum:
- C.13.4.** The contractor's stock keeping number (SKU)
- C.13.5.** A complete and accurate description of the item
- C.13.6.** The unit of measure (UOM)
- C.13.7.** The quantity in the unit of measure (QUOM)
- C.13.8.** List Price/MSRP

D. EVALUATION

- D.1.** This contract will be awarded by the best value method.
- D.2.** Evaluation factors will include:
 - D.2.1.** Minimum qualifications, pass/fail – See Section A, Attachment A
 - D.2.2.** Manufacturer price discount, - Section B, Attachment A
 - D.2.3.** Preferred Manufacturers – Section B, Attachment A,
 - D.2.4.** Scored Technical Questions, Section D – Attachment A
 - D.2.5.** Past Performance, customer references - See Attachment B
 - D.2.6.** Prompt Payment Discounts. See A.18.3.

D.3. Past Performance/Customer References

- D.3.1.** Customer references are intended to gather information related to the Supplier's experience successfully servicing accounts with requirements similar to those of this solicitation. Supplier shall submit three (3) customer references from different Contracts.
- D.3.2.** Customer references shall be provided on Attachment B, Customer Reference Form. Customer Reference Forms from any other procurement will not be accepted for this RFP. At least one of the three references must be a Government customer.

- D.3.3.** Customers must fully complete the Attachment B, Customer Reference Form, and return directly to the Supplier. The Supplier must then submit the completed exhibit with the Proposal as specified in Section E, explanation to suppliers.
- D.3.4.** Each contract reference shall:
 - D.3.4.1.** Be for work performed within the last five (5) years;
 - D.3.4.2.** Be related to providing commercial appliances to multiple locations
- D.3.5.** Failure to submit three (3) completed customer references, meeting the requirements above, will result in the Proposal being considered non-responsive. Customer References will be contacted to verify provided reference scores.

E. INSTRUCTIONS TO SUPPLIER

E.1. The Supplier must take the responsibility to:

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

E.2. Response Format

- E.2.1.** Supplier is to submit one (1) complete copy of their response on Two (2) CD's which includes the completed proposal including the scanned images of the required OMES signed forms. Also, the Supplier's URL for their searchable catalog is to be listed on that CD or their searchable catalog(s) is to be submitted on a separate CD. CD(s) must be unprotected documents. Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the CD's with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.
- E.2.2.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.2.3.** Please ensure that your Discs are marked clearly with the RFP Number.
- E.2.4.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.3. Response Instructions

- E.3.1.** Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.3.2.** Suppliers are to complete the Non-Collusion Form.
- E.3.3.** When submitting their response, Suppliers are to submit the URL of their searchable web based catalog(s) or the searchable CD-ROM of their catalog(s).
- E.3.4.** The Supplier's response is to contain the responses listed in Attachment A, Cost Workbook.
- E.3.5.** Suppliers are to submit three references using the document, Attachment B customer References and follow the instructions provided within.

E.4. Explanation to Suppliers.

- E.4.1.** These instructions describe the mandatory proposal format the approach for the development and presentation of the Proposal. Proposals must be submitted in the format described in this sections. Failure to do so may result in rejection of the proposal.
- E.4.2.** The proposal must contain all the material requested and address all requirements identified in the RFP.

- E.4.3.** Each Supplier is responsible for providing sufficient information and document for their proposal to be thoroughly evaluated. Additional information deemed appropriate by the Supplier should be included. However, material in the Proposal which conflicts with the RFP requirements may be cause for rejection.
- E.4.4.** Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the **RFP**. Oral explanations or instructions given before proposal 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 proposals or if the lack of it would be prejudicial to other suppliers.

E.5. INCLUDE ALL COST COMPONENTS IN PRICING

Bidders must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to Agency personnel, warranty work and maintenance of the Products/services, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards.

Notwithstanding the foregoing, in the event that market conditions, laws, regulations, or other unforeseen factors dictate, at OMES's sole discretion, additional charges may be allowed during the contract term.

E.6. Submission of Responses

- E.6.1.** 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 February 15, 2017. Questions must reference the identifying solicitation number.
- E.6.2.** Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CDT) February 15, 2017 will not be accepted, reviewed or responded to.

E.7. Product Availability

- E.7.1.** Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Perceptive supplier must use best effort to assure product availability through duration of contract period.

E.8. Preparation of Proposals.

- E.8.1.** Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.
- E.8.2.** Each supplier shall provide the information required by the solicitation. Proposals shall be typewritten or written in ink; Penciled proposals will not be accepted. Erasures or other changes **shall be initialed** by the person signing the proposals.
- E.8.3.** If supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.8.4.** The State reserves the right to accept by item, groups of items or by the total proposal.
- E.8.5.** The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

E.9. Amendments to Request for Proposal.

- E.9.1.** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- E.9.2.** 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.10. Proposal Compliance.

E.10.1. 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.11. Proposal Conformity.

E.11.1. By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

E.12. Energy Conservation

E.12.1. Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

E.13. Conflict of Interest

E.13.1. 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

None

G. OTHER

None

H. PRICE AND COST

H.1. Suppliers are to complete spreadsheet on Category 1 – Commercial Equipment Category 2 – Laundry Equipment, and Category 3 – Household Equipment in Attachment A, Cost Workbook.

H.2. Suppliers are to list their percentage discount off the manufacturer's list price for each type of product listed in % Discount in Attachment A, Cost Workbook.

CORRECTED ATTACHMENT A - AMENDMENT ONE		MINIMUM	
QUALIFICATIONS - SECTION A			
SUPPLIER NAME: _____			
To be considered responsive, Suppliers must meet or exceed all of the following Minimum Qualifications listed below. Check the box below to demonstrate compliance with each requirement. This Section will not be scored, but the response will be evaluated on a pass/fail basis. Failure to respond to each requirement will result in rejection of your bid.			
Minimum Qualifications		YES	NO
1	If available from the manufacturer , your firm must provide Energy Star appliances and make them available to the customers under this contract. By checking the box, you are declaring that the manufacturer your firm represents provides Energy Star appliances and you will make them available to the customers under this contract.	<input type="checkbox"/>	<input type="checkbox"/>
	IF NO, EXPLAIN:		
2	Your firm must provide inside delivery of new appliances, installation of new appliance, and removal and disposal of all appliances (additional fees may be charged) upon customer request. By checking the box, you are declaring that your firm will not refuse inside delivery, installation, removal and disposal if requested by the customer.	<input type="checkbox"/>	<input type="checkbox"/>
	IF NO, EXPLAIN:		
3	Employees of your firm must have the ability to offer advice and consultation and be subject matter experts in the products your firm sells. By checking the box, you are declaring that the employees of your firm can offer advice and consultation on all appliances if requested by the customer.	<input type="checkbox"/>	<input type="checkbox"/>
	IF NO, EXPLAIN:		
4	Your firm must recycle all packaging material that is removed from new appliances. By checking the box, you are declaring that your firm will recycle all packing materials that will be removed from new appliances if requested by the customer.	<input type="checkbox"/>	<input type="checkbox"/>
	IF NO, EXPLAIN:		

CORRECTED ATTACHMENT A - PRICE DISCOUNT - SECTION B		MANUFACTURERS	ATTACHMENT A	
SUPPLIER NAME: _____				
Below is a list of Preferred Manufacturers, Please indicate the percent discount off MSRP price. Points will be allotted for each Preferred Manufacturer and percent discount that you offer. Please indicate those Preferred Manufacturers that offer Energy Star products.				
Category 1	Preferred Manufacturers	Percent Discount Off MSRP Price	Offers Energy Star Products	
Refrigeration and Freezers	TRUE			
	Traulsen			
	Delfield			
	Victory			
	Kolpak			
	Continental			
	Heat craft			
*	Norlake			
*	Imperial			
Ware Washing and Disposal	Jackson			
	Champion			
	Hobart			
	Stero			
	Powersoak			
	Insinkerator			
	Salvajor			
	Aerowerks			
	Ecolab			
*	Auto Chlor			
Ovens, Ranges and Fryers	Vulcan			
	Southbend			
	Frymaster			
	Garland			
	Lang			
	Star			
	Pitco			
	Doyon			
	Blodgett			
	Wolf			
Combi-Ovens	Blodgett			
	Vulcan			
	Electrolux			
	Cleveland Convotharm			
	Alto Shaam			
	Rational			

Category 1	Preferred Manufacturers	Percent Discount Off Catalog Price	Offers Energy Star Appliances
Food Warmers and Warming Drawers	Hatco		
	Wells		
	Valiant		
Shelving/Racks	Intermetro		
	New Age		
	Channel		
Meat Slicers	Globe		
	Hobart		
	Universe		
	Berkel		
Steamers, Steam Tables, Steam Kettles and Tilts Grills	Vulcan		
	Duke		
	Cleveland		
	Hobart		
	Southbend		
	Lang Grill		
Microwaves	Panasonic		
	Amana		
	Hobart		
	Nimco		
	Sharp		
Large Mixers	Hobart		
	Globe		
	Vollrath		
	Adcraft		
	Uniex		
Commercial Griddles	Accu Temp		
	Anets/ Anetsberger		
	Vulcan Hart		
	MagiKitchen		
Transport Carts	Cres Cor		
	GSA Advantage		
	hotLOGIC		
	Adcraft		
	Carter Hoffman		

Category 1	Preferred Manufacturers	Percent Discount Off Catalog Price	Offers Energy Star Appliances
Ice Machines, Bins	Manitowac		
	Ice-O-Matic		
	Neo		
	Prodigy		
	Scotsman		
Stainless Steel	Elkay		
	John Boos		
	Advance Tabco and custom fabrication		
Air door curtains	Dravo Hastings		

CORRECTED ATTACHMENT A MANUFACTURERS, PRODUCTS OFFERED		ADDITIONAL	SECTION C - ATTACHMENT A	
SUPPLIER NAME: _____				
Please submit a list of additional manufacturers that you offer, along with their corresponding percent discount off MSRP price. You may include equipment that falls under all categories listed above, plus any additional categories you offer.				
Additional Categories 1				
Equipment	Manufacturers	Percent Discount Off MSRP Price	Offers Energy Star Products	
Category 2 - Commercial Laundry Equipment				
Equipment	Manufacturers	Percent Discount Off MSRP Price		
Washer Extractor				
Commercial Washer				
Commercial Dryer, electric				
Commercial Dryer, gas				
Commercial Steam Dryer				
Category 3 - Household Equipment				
Equipment	Manufacturers	Percent Discount Off MSRP Price		
Countertop Microwave				
Built In Microwave				
Top Freezer Refrigerator				
Side by Side Refrigerator				
Compact Refrigerator				
30" Free Standing Range, Electric				
30" Free Standing Range, Gas				
24" Range, Electric				
24" Range, Gas				
Drop In Range, Electric				
Drop In Range, Gas				
Cooktop, electric				
Cooktop, Gas				
Wall Oven, Electric				
Standard Range Hood				
Washing Machine				
Dryer, electric				
Dryer, gas				

CORRECTED ATTACHMENT A - AMENDMENT ONE SCORED TECHNICAL QUESTIONS - SECTION D		ATTACHMENT A
SUPPLIER NAME; _____		
Below is a list of scored technical questions. You may answer the questions in the provide column, or you may attach a document with the corresponding answer as described below.		
1	Indicate Additional Discount for customer pickup at contractor's location (must be within the state and in a viable location to receive consideration)	_____ %
2	Please describe if quantity price breaks or other additional discount programs are available and how they are applied. Including any rebates offered for the purchase of Energy Star equipment. You may attached a document labeled Discount Programs if necessary.	
3	Can you firm offer Electronic Ordering and Payment options specific to this contract, and if so, how soon could it be operational?	
4	Please describe your Order Cancellation and Return Policies, including any applicable fees. You may attached a document labeled Order Cancellation and Return Policies if necessary.	
5	Please describe your Installation, Inside Delivery (beyond the loading dock) and Repair programs, providing standard rates if available. You may attached a document labeled Installation and Repair Program(s) if necessary.	
6	Please describe your Delivery Program (days ARO, in-stock delivery time, out-of-stock delivery time, backorder policy, etc.), providing standard rates if available. You may attach a document labeled Delivery Programs if necessary.	
7	Please describe your Customer Service Program (staffing, training, response time, etc.), including how you work the various manufacturers to ensure timely and expedited delivery. You may attach a document labeled Customer Service Program if necessary.	
8	Please describe your Appliance Removal and Disposal Program, providing standard rates is available. You may attach a document labeled Appliance Removal and Disposal Program if necessary	