



## Notice of Statewide Contract Award

*Official signed contract documents are on file with OMES-Central Purchasing.*

**Contract Title:** Commercial, Correctional Kitchen Equipment

**Statewide Contract # :** SW 275

**Contract Issuance Date:** April 28, 2017

**Total Number of Vendors:** Two (2) *(For details see: Vendor Information Sheet)*

**Contract Period:** 04/28/2017 through 04/27/2018

**Agreement Period:** 04/28/2017 through 04/27/2020

**Authorized Users:** **All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.**

**Contract Priority:** This is a Mandatory Contract

**Type of Contract:** Firm fixed price contract for an indefinite delivery and indefinite quantity for the supplies/services specified

**OMES-CP Contact:** Theresa Johnson **Title:** Contracting Officer

**Phone:** 1 - 405 - 521 - 2289 **Email:** [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov)

# *MEMORANDUM*

TO: All Users  
From: Theresa Johnson  
Statewide Initiatives Contracting Officer  
Date: April 28, 2017  
Subject: Commercial, Correctional Kitchen Equipment

Enclosed is a new contract for Commercial, Correctional Kitchen Equipment. This is a catalog contract to offer purchasers the widest breadth possible of manufacturers and products. As the title indicates this contract contains equipment with correctional packages that are required by the Dept. of Corrections, however all types of Kitchen equipment is included in this contract and is intended to be utilized by all State Agencies.

Cook's Direct will provide a dedicated online portal for the State of Oklahoma equipment contract. Customers will be able to obtain contract pricing and place orders. The portal will contain base equipment only. When additional accessories are desired (ie. Caster, prison package, special voltage) users will contact a Cook's representative.

The online portal will be operational in approximately 6 to 8 weeks. Until then please contact the Cook's representative listed to order.

T.D.J



## Awarded Supplier Information

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**Supplier Name:** Cook's Direct, Inc

**Supplier ID #:** 0000069396

**Supplier Address:** 2200 Ogden Avenue, #500 **City:** Lisle

**State:** IL

**Zip Code:** 60532

**Contact Person Name:** Teri Teclaw

**Phone #:** 1-800-956-5571

**Title:** Sales Support

**Fax #:** 1-800-956-6822

**Email:** tteclaw@cooksdirect.com

**Website:** www.cooksdirect.com

**Authorized Location:** ☒ Locations list attached as *ordering address*)

☐ Address: 27725 Diehl Road

City: Warrenville

State: IL

Zip Code: 60555

**Contract ID #:** #4792

**Delivery:**

**Minimum Order:**

**P/Card Accepted:** ☒ Yes

☐ No

**Other:** see memorandum for ordering instructions

**Purpose.**

To establish a Statewide contract for the as-needed purchase of commercial food service equipment, Commercial Equipment with Correctional Packages, and related products/supplies for use by facilities located throughout the State of Oklahoma. A catalog contract has been awarded to offer purchasers the widest breadth possible of manufacturers and their products.

**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.

**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 if available from the manufacturer and the cost will be provided at time of purchase. Extended warranties vary in cost and availability by item and manufacturer. All extended warranties are excluded from discount as manufacturers offer only list price on this option.

**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.

**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.

**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.

**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 at the time of order.

Installation/Setup: Costs for installation and set-up (if any) shall be included upon request.

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

### **Installation and Inside Delivery Programs**

Cook's coordinates with local manufacturer service agents and freight companies to provide inside delivery, installation and repairs for additional fees per Attachment A, Section A #2. Cook's will assist with warranty repair work between service agent and end user. All applicable rates are job-specific and will be quoted as needed. Rates vary by time, location and site requirements. Please contact Cook's for quote requests.

#### **6. Delivery programs**

Cook's will provide equipment lead time after receipt of order. If equipment production takes longer than expected, customer service will provide notice of any delay or back order with a delivery update. Most equipment is not stocked by Cook's and ships direct from manufacturer. Tracking information will be provided as received from manufacturer.

#### **7. Customer service program**

Cook's employs a full time customer service team to assist with any questions, problems, issues, orders or special needs during the hours of 7:30AM to 5PM Monday through Friday central standard time. Each customer service representative has an initial training lasting 4 weeks that includes general company procedures and job specific training. After initial 4 week period representatives participate in ongoing product knowledge training.

In addition to the customer service team, Cook's also has a merchandising department devoted to placing orders with manufacturers and expediting deliveries. Internally customer service works with different departments to provide timely responses within 24 hours.

State contract customers also have a dedicated account representative to provide all contract pricing, product information or special requests specific to the contract.

### **Packing**

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

### **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.

### **Price Adjustments.**

At least ninety calendar days before the end of the initial one year term of this Contract, Contractor may propose Price rate increases by written notice to the Contract Administrator. Price adjustments may be taken into consideration by the Contract Administrator when determining whether to extend this Contract. Price Increases will not be considered without supporting documentation sufficient to justify the requested increase.

Documentation must be based on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of the Purchasing Activity and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the Purchasing Activity, and such price adjustment shall be set forth in a written addendum to the contract. Price adjustments

granted by the Purchasing Activity shall remain unchanged for at least 365 calendar days thereafter, and no request for adjustments in price will be considered during that time period.

**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

**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.

**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.

**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.

**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.

**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.

**Discount Programs**

If Cook's Direct has a current sale promotion(coupon,website,flyer), Cook's will honor the sale promotion if it is lower than state contract price. The price match will be for Cook's Direct sales promotions only, not other equipment dealer offers.

Cook's may offer a quantity discount in addition to the standard state contract discount. This will be determined by manufacturer's quantity break discount or at Cook's discretion. End user can consult with state contract administrator for pricing details. In general, these deals are negotiated and not published. Any Oklahoma State Energy Star rebate is up to the end user to file with the state. Cook's will supply supporting documentation as needed. Cook's will make Energy Star equipment available whenever possible.

Cook's will provide special pricing for specific Vulcan Brand equipment above the normal discount rate. Please see Vulcan quote attached.

**Electronic ordering and payment**

Cook's can provide a dedicated online portal for the State of Oklahoma equipment contract. Customers can obtain contract pricing and place orders with payment by credit card on the portal if desired. The portal will contain base equipment only. If additional accessories are desired it is recommended they contact a Cook's representative (i.e. casters, prison package, special voltage). The online portal will take approximately 6-8 weeks to be operational after notice of award.

## **Order Cancellation and Return Policies**

### Cancellations

End user may cancel an order containing standard equipment if it has not shipped. If standard equipment has already shipped before cancellation, restocking fees and shipping costs will be incurred. Custom or made-to-order equipment cannot be cancelled if already in production.

### Returns

Returned items must be unused, undamaged, returned intact with original materials. Made-to-order or custom items cannot be returned. Depending on the manufacturer, you may be charged a restocking fee. This can vary between 20% and 40%. Return freight charges will be incurred as well. All items have a 30 day return period from the point of customer receipt of shipment. If you have any questions regarding return policies on a specific manufacturer or product, please consult our Customer Service team at 1-866-506-3048 or email us at [customerservice@cooksdirect.com](mailto:customerservice@cooksdirect.com). Once a return has been initiated, a call-tag will be emailed to the customer. The customer will be required to ship back the product to the manufacturer or Cook's Direct. Upon receipt and inspection of returned product(s), the customer will be refunded using the original payment method (paypal, credit card, amazon, etc.) and will be credited for the amount paid for the item(s) minus any restocking and/or return shipping charges.

### Damage

Refuse delivery of any shipment that arrives damaged. If equipment arrives with visible damage to the box or packaging and you are unsure of the condition of your order, please address this issue with the shipping company and refuse the delivery. Please contact us at [customerservice@cooksdirect.com](mailto:customerservice@cooksdirect.com) or 1-866-506-3048 immediately and we will initiate the replacement process for you.

It is important that you fully inspect all parts of the equipment before signing. If you have shortages or problems, you should note this on the delivery receipt. If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (must be within 24 hours of receipt).

## **Equipment removal and disposal program**

Cook's coordinates with local manufacturer service agents to provide equipment removal and disposal. All applicable rates are job-specific and will be quoted as needed. Rates vary by time, location and site requirements. Please contact Cook's for quote requests.

## **PRICING**

Cook's searchable buyers guide has equipment at manufacturer's list price. The Price Lists discount percentage should be applied to this list price. The buyers guide provides a sampling of manufacturers and model numbers, not the entire list of manufacturers or models in the price list. If customer desires other manufacturer models or custom accessories such as casters, security package, custom electrical voltage, etc., not shown in the buyers guide, they can contact the dedicated Cook's contract administrator for correct contract pricing. Each item on buyers guide list is linked to online catalog for product specifications.

Equipment in searchable buyers guide is current manufacturer's list price. Manufacturer's typically change their pricing annually. If manufacturer list price changes, Cook's will provide updated buyers guide with current list price to apply discount.

Cook's is providing additional categories not listed in Attachment A sections B & C with a 5% discount off of list price. In addition, Cook's is supplying deviated pricing on a select list of Vulcan/Wolf/Berkel items that is valid through 01/31/18. Pricing shown in this Platinum price spreadsheet is net no further discount can be applied.

Cook's will offer prompt payment discount of: 0.5% / 30 days

Manufacturer discounts do not include replacement parts. Parts pricing will be available upon request.

	<b>Preferred Manufacturers</b>	<b>Percent Discount Off Catalog Price</b>	<b>Offers Energy Star Products</b>
	<b>Refrigeration and Freezers</b>		
	TRUE	60%	YES
	Traulsen	50%	YES
	Delfield	47%	YES
	Kolpak	50%	NO
	Continental	57%	YES
	Norlake	50%	YES
	Everest	61%	No
	Beverage Air	62%	Yes
	<b>Ware Washing and Disposal</b>		
	Jackson	21%	YES
	Champion	30%	YES
	Hobart	25%	YES
	Insinkerator	40%	N/A
	Salvajor	50%	N/A
	Insinger	25%	Yes
	<b>Ovens, Ranges and Fryers</b>		
	Vulcan	58%	YES
	Southbend	48%	YES
	Frymaster	45%	YES
	Garland	55%	YES
	Lang	45%	YES
	Star	48%	N/A
	Pitco	48%	YES
	Doyon	35%	YES
	Blodgett	50%	YES
	Wolf	58%	YES
	Imperial	40%	Yes
	<b>Combi-Ovens</b>		
	Blodgett	50%	YES
	Vulcan	58%	YES
	Electrolux	48%	YES
	Cleveland Convotherm	30%	YES



	Alto Shaam	20%	YES
	Rational	25%	YES
	<b>Food Warmers and Warming Drawers</b>		
	Hatco	42%	YES
	Wells	48%	YES
	Duke	51%	Yes
	Star	48%	Yes
	Metro	30%	Yes
	F.W.E.	46%	Yes
	Vulcan	58%	Yes
	Traulsen	50%	Yes
	Delfield	50%	Yes
	<b>Shelving/Racks</b>		
	Intermetro	25%	N/A
	New Age	48%	N/A
	Channel	47%	N/A
	Sammons	45%	NA
	Winco	54%	NA
	Winholt	48%	NA
	<b>Meat Slicers</b>		
	Globe	51%	YES
	Hobart	30%	YES
	Univex	40%	YES
	Berkel	50%	YES
	<b>Steamers, Steam Tables, Steam Kettles and Tilts Grills</b>		
	Vulcan	60%	YES
	Duke	51%	YES
	Cleveland	50%	YES
	Hobart	30%	YES
	Southbend	46%	YES
	Groen	48%	Yes
	Missouri Equipment	5%	NA
	F.W.E.	46%	Yes
	<b>Microwaves</b>		
	Panasonic	45%	N/A
	Amana	52%	N/A
	Hobart	30%	N/A
	Sharp	50%	N/A

	<b>Large Mixers</b>		
	Hobart	30%	N/A
	Globe	51%	N/A
	Vollrath	48%	N/A
	Adcraft	41%	N/A
	UNIEX	40%	N/A
	Eurodib	45%	NA
	Varimixer	40%	NA
	<b>Commercial Griddles</b>		
	Accu temp	38%	YES
	Anets/Anetsberger	38%	YES
	Vulcan Hart	58%	YES
	MagiKitchen	42%	YES
	Vollrath	48%	NA
	Star	48%	NA
	<b>Transport Carts</b>		
	Cres Cor	48%	N/A
	Adcraft	41%	N/A
	Carter Hoffman	42%	N/A
	<b>Ice Machines, Bins</b>		
	Manitowac	48%	YES
	Ice-O-Matic	48%	YES
	Scotsman	52%	YES
	Hoshizaki	46%	Yes
	Follett	40%	Yes
	<b>Stainless Steel</b>		
	Elkay	50%	N/A
	John Boos	48%	N/A
	Advance Taboo anc custom fabrication	48%	N/A
	Missouri Equipment	5%	NA
	ADDITIONAL EQUIPMENT		
	<b>Air Door Curtains</b>		
	Aleco	30%	NA
	Curtron	35%	NA

	<b>Food Bars, Beverage Disp, Plate Warmers, Coffee Urns</b>		
	Cambro	45%	NA
	Carlisle	45%	NA
	Cecilware/Grindmaster	35%	NA
	<b><u>Gas Connector Hoses</u></b>		
	Dormont	50%	NA
	<b>Can Openers, Faucets</b>		
	Edlund	40%	NA
	T & S Brass	40%	NA
	Fishers	45%	NA
	<b>Food Processors &amp; Blenders</b>		
	Robot Coupe	20%	NA
	Vollrath	45%	NA
	Waring	50%	NA
	VitaMix	45%	NA
	Hamilton Beach	35%	NA
	<b>Milk Dispensers</b>		
	Silver King	45%	NA
	<b>Countertop Equipment/fryers,griddles,heat lamps</b>		
	APW Wyott	42%	NA
	Star	48%	NA
	Equipex	35%	NA



# CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000069396  
COOKS DIRECT INC  
2200 OGDEN AVE STE 500  
LISLE IL 60532-1972  
USA

<b>Contract ID</b> 000000000000000000004792			Page 1 of 3	
<b>Contract Dates</b> 04/28/2017 to 04/27/2018		<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> From Req ID - 0900009081			<b>Contract Maximum</b> 0.00	
<b>TYPE: STATEWIDE</b>				

Tax Exempt? Y Tax Exempt ID:736017987

## Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	24131503 / REFRIGERATION AND FREEZERS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
2	47131810 / WARE WASHING AND DISPOSAL	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
3	48101509 / OVENS, RANGES AND FRYERS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
4	48101517 / COMBINATION OVENS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
5	48101510 / FOOD WARMERS AND WARMING DRAWERS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
6	24102004 / SHELVING/RACKS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
7	48101616 / MEAT SLICERS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
8	48101524 / STEAMERS, STEAM TABLES, STEAM KETTLES AND TILTS GRILLS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001

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Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



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9	48101516 / MICROWAVES	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
10	48101608 / LARGE MIXERS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
11	48101511 / COMMERCIAL GRIDDLES	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
12	48101510 / TRANSPORT CARTS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
13	24131900 / ICE MACHINES, BINS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
14	24102004 / STAINLESS STEEL	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
15	27131605 / AIR DOOR CURTAINS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
16	48101702 / FOOD BARS, BEVERAGE DISPENSERS, PLATE WARMERS, COFFEE URNS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001

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Tax Exempt? Y Tax Exempt ID:736017987

## Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
17	40142009 / GAS CONNECTOR HOSES	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
18	48101602 / CAN OPENERS, FAUCETS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
19	48101612 / FOOD PROCESSORS AND BLENDERS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
20	48101612 / MILK DISPENSERS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
21	48101524 / COUNTERTOP EQUIPMENT: FRYERS, GRIDDLES, HEAT LAMPS	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
22	78141504 / FREIGHT - SHIPPING AND HANDLING	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001
23	81111818 / EXTENDED WARRANTIES	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000	EA		0001

## COMMENTS:

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Authorized Signature