

**ATTACHMENT A**  
**SOLICITATION NO. 0900000532**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide Contract for Bread and Bakery Products.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on date of award is one year and there are three (3) one-year options to renew the Contract.

**2. Contract Obligations**

Supplier obligations are set forth below at Exhibit 1.

## **Exhibit 1 to Attachment A**

### **1.1. Supplier Responsibilities**

**1.1.1.** The Supplier agrees the delivery shall be made within 7 calendar days after receipt of order by the successful supplier. Offers that specify a different delivery lead time will be considered in the evaluation.

**1.1.1.1.** The earlier delivery lead time (less than 7 calendar days):  
\_\_\_\_\_.

**1.1.1.2.** The later delivery lead time (more than 7 calendar days):  
\_\_\_\_\_.

**1.1.1.3.** Delivery shall be made in accordance with instructions on purchase order from each Customer. If there is a discrepancy between the purchase order and what is listed on the Contract; it is the Supplier's obligation to seek clarification from the ordering Customer and, if applicable, from the Central Purchasing officer.

### **1.1.2. Stocking Location**

**1.1.2.1.** The successful supplier must stock or warehouse, at one or more distribution points in the State of Oklahoma, an adequate inventory of the most commonly used items.

### **1.1.3. Product Acceptability**

**1.1.3.1.** All products must be packaged in clean, sealed, plastic bags or boxed and clearly marked. All products are to be packaged fresh within 72 hours out of oven, packaged coded, or dated and to be checked on delivery. All delivery schedules should be set up with individual institutions.

**1.1.3.2.** All flour used must be wheat enriched, 45% ash and not less than 11% protein.

**1.1.3.3.** Protection during inclement weather is required. All products that are susceptible and sensitive to temperature must be protected by any means to prevent damage.

### **1.1.4. Ordering**

**1.1.4.1.** 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.

**1.1.4.2.** 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.

**1.1.4.3.** Supplier must have the ability to provide to the customers a range of bread and bakery items in sufficient quantities to fill all customer requirements and maintain the overall 97% contract fill rate.

**1.1.4.4.** Contractors shall notify the customer within 24 hours of required delivery date/time of the non-availability of any particular ordered item, whether in whole or in part.

### **1.1.5. Authorized Returns**

**1.1.5.1.** Products delivered in error and or damaged in delivery. Products with concealed or latent damage.

### **1.1.6. Conformity**

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