

**ATTACHMENT A**  
**SOLICITATION NO. 0900000578**

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 the purchase of commercial food service equipment, Commercial Equipment with Correctional Packages, Household Appliances, and related products/supplies for use by facilities located throughout the State of Oklahoma, to take advantage of volume discount pricing for acquisitions with a recurring demand from one or more entities. The Contract includes repair parts for Commercial kitchen equipment services and the option to lease.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

**2. Scope of Work**

Certain Contract requirements and terms are attached hereto as Exhibit 1 and incorporated herein.

## Exhibit 1 – Scope of Products and Services

### A. Scope of Products and Services

Suppliers expected to respond with their catalogs in support of the following products and services.

Background: The State of Oklahoma considers all potential proposers to be professionals in the areas as so defined within this solicitation. As such, a Supplier submitting for this solicitation must be intimately familiar with the requirements and needs identified therein.

Suppliers responding to this proposal should take care to be as economical as possible in their response to this solicitation shall clearly state the ability to provide services related to the requirements below. Suppliers will identify the following:

1. Commercial Kitchen Equipment: This includes the sales, installation, and service of said equipment designed for a commercial kitchen setting which includes, but not limited to the following: Foodservice Equipment is defined as commercial-only equipment that is National Sanitation Foundation (NSF) approved and is suitable to be installed in a commercial kitchen environment to include, but not limited to: walk-in coolers and freezers, refrigeration appliances (Walking and Standing), cooking appliances, tables, sinks, shelving, food processing and preparation equipment, hoods and associated components, material handling and food transporting equipment, furniture, warmers, temperature-holding equipment and cafeteria-style serving lines.
  - a. Any requested installation shall be performed by a qualified foodservice equipment installer, defined as personnel who can perform at a minimum the following tasks:
    - i. Pre-assemble items ready for setting in place once they are received at the jobsite, if applicable.
    - ii. Assemble walk-in coolers and freezers. This includes piping refrigeration lines for coolers, freezers, and ice Machines. Set condensing units in place, providing proper pressure testing of lines and equipment start-up.
    - iii. Connect all utilities (e.g., plumbing, electrical, gas) within five feet of installed unit(s). This includes start-up and testing of all units for proper operation.
    - iv. Hang and trim hoods and provide full fire system installation. This includes necessary permits and final tests for all systems.
    - v. The designated foodservice installer must be willing and able to perform the function/role as the prime contractor and coordinate, supervise and administer all activities with the member, all general and sub-contractors, architects, engineers, and site coordinators, as needed, to assure that the project is completed in a timely manner and as proposed in the Purchase Order.

- vi. The foodservice equipment installer must be knowledgeable of, and able to, secure all bonds, permits, licenses and approvals needed for installation of the foodservice facility as proposed in the Purchase Order.
2. Small Wares: Small Wares are defined as commercial-only small wares that are National Sanitation Foundation (NSF) approved to include, but not limited to: pots, pans, serving implements, trays, China, glassware, flatware, scales, food safety implements, cutting boards, cutlery, food storage boxes, light appliances, utensils, food preparation tools, janitorial supplies, cleaning supplies, carts, baskets, coffee brewers, liquid dispensers, racks, temperature-monitoring devices and microwaves.
3. Foodservice Parts: Foodservice Parts are defined as parts used to repair and/or maintain commercial kitchen cooking and refrigeration equipment to include, but not limited to: gaskets, cooking equipment components, commercial refrigeration components, timers, pressure controls, pressure regulators, gas valves, thermocouples, probes, latches, filters, baskets, faucets, drains, washroom components, dish room components, hinges, hardware, plumbing components, gas and electric appliance parts and casters.
4. Training: The Supplier will provide comprehensive training on the operation, use and testing of purchased equipment to all personnel selected by the member. This must be a standard part of the installation and be included with the purchased equipment at no additional cost to buyer.
5. Deliveries: All deliveries must be coordinated with buyer's designated POC prior to delivery and must be delivered FOB (Freight on Board) from Supplier.
6. Warranties: All warranties will begin on the date of final installation, training, and acceptance of equipment requiring the same, and must contain at a minimum the following:
  - a. All products offered under this RFP shall be guaranteed free from defects and any faulty workmanship for a minimum period of at least one (1) year after final acceptance. Any extended warranty offered by the manufacturer will be described and offered, to include associated costs.
  - b. Refrigeration systems to include walk-ins, self-contained units, and remote appliances, shall have (1) one-year warranty on parts and labor. An additional (5) year warranty (replacement only) on the compressor shall be provided.
  - c. If Supplier elects a sub-contractor to provide third-party warranty service and/or will otherwise rely upon manufacturer service provider, Supplier shall be responsible for ensuring that identified service provider is so certified and acceptable to buyer to perform such service.
  - d. Depot Repair: Buyer desires depot repair warranty service for any small and portable appliances or other equipment as offered and sold within the scope of this solicitation.

Should supplier elect to make such an offering, buyer shall not be responsible for shipping/insurance/delivery/etc. costs for any items otherwise under manufacturer warranty or any extended warranty.

7. Leasing: Supplier shall respond as to whether leasing options available for commercial kitchen equipment.
8. Service: For any service offering associated with this solicitation, Supplier shall propose pricing options to include hourly rates and any associated discounts.
9. Totality of Products: Suppliers responding to this solicitation encouraged to submit an offering on all products and services in support of the requirement within this solicitation, to include all related products as described therein. As the State of Oklahoma recognizes that no one offering may offer all desired products and services it reserves the right of multiple awards at its discretion.

#### **B. Pricing – Market Basket Analysis**

Suppliers to provide pricing per Exhibit 3 – Pricing. In recognition of changing market conditions over the life of this agreement, Suppliers will propose and shall be evaluated on percentage discounts against list prices. For purposes of this solicitation, list prices shall be those prices in effect at the time of submission of this solicitation listed at current MSRP and not otherwise inflated for purposes -of proposing greater discount percentage (“Mark-Up to Mark Down” shall not be permitted). All pricing must be current MRSP or less as offered to all customers.

1. Percentage discounts for their entire catalog(s) as submitted.
  - a. Suppliers may submit entire catalog of offerings which fulfill goods and services requested within the scope of this solicitation. If selected, Supplier acknowledges that if offers every product at the same discounted percentage of cost off MSRP.
2. Percentage discounts for specifically named manufacturers within catalog.
  - a. Suppliers may indicate additional savings or otherwise indicate other percentage discounts based on submitted product manufacturer, category, etc.
3. Other discounts: Should Supplier wish to make additional discount offerings, (e.g., volume-based pricing against total quantity ordered, volume-based pricing against total cumulative cost as applied to a single or multiple orders within a specified period, etc.), those discounts must be clearly identified within Exhibit 3 – Pricing.
4. Services: For any service offering associated with this solicitation which does not include warranty offerings, Supplier shall propose pricing options to include hourly rates and any associated discounts.

### **C. Solicitation Evaluation Criteria**

The following criteria shall be used in evaluation of bids submitted in support of this solicitation, which shall be according to the best value as proposed to and ranked in order of importance to the State of Oklahoma, which reserves the right of multiple awards at its discretion.

1. Price: Suppliers shall be evaluated against their offered discounts according to Exhibit 3 – Pricing “Market Basket of Goods” tab, with lowest pricing receiving higher scores.
2. Price: Supplier shall be evaluated on whether it offers all or only some of the other requested goods and services and the best value of this offer to the State of Oklahoma:
  - a. Leasing Options
  - b. Parts
  - c. Service
  - d. Depot Repair
3. Supplier Questionnaire: Supplier shall complete Exhibit 4 – Supplier Questionnaire & Certification and shall be evaluated on a best value basis according to the responses therein.