



Solicitation Cover Page

1. Solicitation #: 0900000394

2. Solicitation Issue Date: 7/30/2019

3. Brief Description of Requirement:

Solicitation to provide Statewide Contract for the purchase of Food Service Products to the State of Oklahoma

Questions due 8/14/2019, 5:00 p.m.

4. Response Due Date¹: 8/29/2019

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

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd,
Suite 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: same

Electronic Submission Address: N/A

6. Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. 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



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

1. RE: Solicitation # 0900000394

2. Bidder General Information:

FEI / SSN : _____ Supplier 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 – Attach an explanation of exemption

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 with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature _____ Date _____

Printed Name _____ Title _____



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.

Agency Name: OMES Agency Number: 09000

Solicitation or Purchase Order #: 0900000394

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- 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 Equivalent

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. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such 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 proper invoice.

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.29.1 In connection with its performance of obligations under the terms of this Contract, the Bidder certifies

compliance with and, if award the Contract pursuant to this solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are excepted to exceed \$100,000.00, Section 306 of the Clean Air Act, (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15)which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- e) Compliance with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Orders 11375 of October 13, 1967, and as supplemented in Department of labor regulations (41 CFR Chapter 60)
- f) Compliance with the Copeland Anti-Kickback Act (18 U.S.C 874), as supplemented in Department of Labor regulations (29 CFR Part 3)
- g) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as supplemented in Department of Labor regulations (29 CFR Part 5)
- h) For Person entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. part §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C §1325 and is implemented at 45 C.F.R. part 93;
- i) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;
- j) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – contractors that apply or bid for an awarded of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other awarded covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award,. Such disclosures are forwarded from tier to tier up to the nonfederal award.
- k) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State as applicable.

A.29.2 The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.29.3 The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence with such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

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. Definitions:

In addition to the terms defined below, all capitalized terms used in this RFP but not otherwise defined are defined in Title 74, which apply to this RFP and to all Price Agreements resulting from this RFP.

B.1.1. (*RFP* means Request for Proposal.

B.1.2. *Release* means purchase order issued against the specified contract.

B.1.3. *Solicitation* means an Invitation to Bid.

B.1.4. *State* means the State of Oklahoma.

B.1.5. (*Best value criteria* means evaluation criteria which may include, but is not limited to, the following:

1. the acquisition's operational cost a state agency would incur,
2. the quality of the acquisition, or its technical competency,
3. the reliability of the supplier's delivery and implementation schedules,
4. the acquisition's facilitation of data transfer and systems integration,
5. the acquisition's warranties and guarantees and the supplier's return policy,
6. the supplier's financial stability,
7. the acquisition's adherence to the state agency's planning documents and announced strategic program direction,
8. the supplier's industry and program experience and record of successful past performance with acquisitions of similar scope and complexity,
9. the anticipated acceptance by user groups, and
10. the acquisition's use of proven development methodology, and innovative use of current technologies that lead to quality results;

B.1.6. *Account Manager* means the agent or employee of the Contractor who is responsible for the operation and administration of the Contract.

B.1.7. "Prime Vendor" Distributor" means a Food Service Products company that distributes Food Service Products in all 12 Categories as listed in RFP section C.5

B.1.8. *Contractor* means an individual or business entity entering into a contract for goods and/or services with the state as a result of a solicitation.

B.1.9. *Contract* means a mutually binding legal relationship obligating the seller to furnish an acquisition and the buyer to pay for it. It includes all types of commitments that obligate a state agency to an expenditure of funds or action that, unless otherwise authorized, is in writing. It shall include the Proposal, the Award, and the Purchase Orders.

B.1.10. "Delivery" means the process of transporting Food Service Products from a source location to a predefined destination.

B.1.11. "Disposable Goods" means Food Service Products that are used up within a short time after purchase, including and not limited to, paper goods, plastic wear, sanitary and cleaning supplies, etc. Also called disposables.

- B.1.12.** "Food Service Products" means all raw and processed food products used for human consumption, which includes Smallwares used in the preparation, serving and Disposable Food Service Products use in maintaining, integrity and sanitary conditions of food services.
- B.1.13.** "Grocery" means a supplier that offers and delivers one (1) to a few Categories of Food Service Products; not a Broadline Distributor or Truckload provider.
- B.1.14.** "Responsible Supplier" means a Proposer who meets the standards of responsibility described.
- B.1.15.** "Responsive Supplier" means a proposal that substantially complies with the Request for Proposals and all prescribed procurement procedures and requirements.
- B.1.16.** "RFP" means this Request For Proposals, including all documents, either attached or incorporated by reference, and any Addenda thereto, used for soliciting Proposals.
- B.1.17.** "Service" means accommodations and process to fulfill Food Service Products Order requirements.
- B.1.18.** "Shipping" means the physical process of transporting Food Service Products.
- B.1.19.** "Smallwares" means products that are used to handle, prepare, carry, package, and wrap, any food that can be ingested by human consumption. Including and not limited to, cooking utensils, plastic ware, hair nets, gloves, aprons, dishes, pots and pans, knives, small hand mixers, mixer blades, cookware, beverage dispensers, etc. This does not include capitalized kitchen equipment or kitchen appliances i.e., microwave ovens, ovens, racks, etc.
- B.1.20.** "State" means the State of Oklahoma.
- B.1.21.** "State Agency" or "State Agencies" means those agencies of the State of Oklahoma that are subject to the procurement authority of the State Purchasing Director of the Office of Management and Enterprise Services according to 580 16 279A.050 and 279A.140.
- B.1.22.** (*Supplier* means the contractor who maintains stock of various contracted items and offers items from multiple contractors under a single order.
- B.1.23.** "Truckload" means a load of requested Food Service Products that fills a 40 ft. trailer; minimum weight of 40,000 lbs. for shipping at truckload rates.
- B.1.24.** "Types" means Service method: Type 1 is a Grocery supplier; Type 2 is a Broadline Distributor; Type 3 is a Truckload supplier.
- B.1.25.** "USDA" means the United States Department of Agriculture.

B.2. Contract Period.

The contract is for a one year period, commencing February 1, 2020, and ending January 31, 2021. The contract may be renewed for up to 5, one year option periods.

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 of this Contract and subject to the availability of funds. 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 Statues 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, bid permits usage by other than State Agencies
	No, bid 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 ninety (90) days 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.

(a) The contractor 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 bidding 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 bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.

(b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

(c) If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

(d) In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

(e) Billing shall be in arrears. Pursuant to 74 O.S. § 85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

B.16. Gratuities.

The right of the Contractor 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.17. RFP Conformity.

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

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. The 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. Energy Conservation

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

B.20. Contract Management Fee

B.20.1. As empowered by State Statute 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.20.2. The check should be mailed to:

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
ATTENTION: ACCOUNTS RECEIVABLE
5005 N. LINCOLN BOULEVARD

B.21. Contract Usage Reporting Requirements.

B.21.1. 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.21.2. 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:

- Strategic.Sourcing@omes.ok.gov

B.21.3. Contract quarterly reporting periods for management fees and 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.21.4. Failure to provide contract management fees and usage reports shall result in cancellation or suspension of contract.

B.22. Conflict of Interest.

All suppliers must disclose with the RFP 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 bid 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. Required Delivery.

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

B.25. Quantity Price Breaks.

Agencies will be allowed to mix like item to reach minimum/maximum quantity breaks subject to full cartons.

B.26. Testing for Conformance.

(a) Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.

(b) Items delivered not conforming to specifications may be rejected. Any violations of these stipulations may result in supplier’s name being removed from the Central Purchasing Supplier mailing list.

(c) In all cases when material fails to meet specifications the cost of testing shall be paid for by the supplier, both on samples and delivered material.

B.27. 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).

B.27.1. SIGNATURE OF P-CARD ACCEPTANCE: _____
DATE: _____

B.27.2. 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

SECTION I INTRODUCTION, PURPOSE, EXECUTIVE SUMMARY, & GENERAL INFORMATION

This Request for Proposal, (RFP) issued by the Office of Management and Enterprise Services, Central Purchasing Division, on behalf of the State of Oklahoma, hereinafter “the State”. The State is seeking proposals to establish a term contract with one Supplier or several contractors for the purchase of frozen, perishable, staple food items, and related goods and services to the many agencies and entities of the State.

Executive Summary

The proposed Contract must service a variety of institutional and commercial environments, where food is prepared and served on a regular basis, in which the State’s various entities inhabit. The solution proposed must be efficient enough to meet the varying requirements and restrictions of the clientele for which they are responsible. Purchase methodology be flexible enough to provide larger quantities by case or by truckload and smaller than case quantities of products when required. A balanced process that is equipped to meet the demands of the changing and challenging nutritional requirements of these institutions is required.

The State seeks the ability to purchase:

- Premium restaurant grade A product
- Grade B or surplus product when acceptable
- Product in Bulk or Truckload quantity
- Smaller quantities on orders of perishable products

The Contractor must be able to:

- Quickly adapt to changing nutritional requirements
- Provide methods to lower the entities cost per meal
- Evaluate usage, spend, ordering patterns to arrive at more cost effective methods of keeping cost down, maintaining steady pricing all while ensuring delivery of a quality product.

The Supplier(s) has historically served approximately 181 state agencies with approximately 77 food service accounts (some facilities require multiple delivery locations) in addition to other eligible political subdivisions and entities. Service shall include maintenance of a warehouse with adequate inventory, in a location from which it can make deliveries to all state agencies and other eligible subdivisions and entities as defined. The Supplier(s) must purchase and distribute staple products and food goods consistent with the delivery schedules that will be established with the users of this contract.

The State does not guarantee a specific volume to be purchased throughout the term of the contract. No minimum compensation to the Contractors is guaranteed. Quantities indicated for each item in the Marketing Basket, Attachment A are based upon previous year usage for a one year period. These shall not be construed as a minimum or a maximum total quantity that the customer may order. The State’s delivery amounts shown on the price sheet are for one case.

For Authorized Purchasers(Users) who are in school districts or other institutions serving children, the Supplier must be able to provide Food Service Products that meet or exceed State and Federal procurement guidelines, regulations, and law applicable to schools and institutions participating in the National School Lunch Program (NSLP), Summer Food Service Program (SFSP), Special Supplemental Nutrition Program for Woman, Infants and Children (WIC) and the Nutrition Services Incentive Program (NSIP), <http://www.fns.usda.gov/programs-and-services> see generally 7CFR 3016 through 3019.

C.1. Purpose of Solicitation: Request sealed proposals from suppliers that can supply and deliver one or more Categories of Food Service Products. OMES CP may establish one or more Statewide Price Agreement(s) for the purchase of Food Service Products from one or more Categories. Due to the variability of the kinds and quantities of required food service products, and to provide more opportunity to suppliers, there are three different Food Service Products Types that are requested through this RFP:

Type 1 – Prime Vendor Distribution suppliers that offer all Categories (Section C.5, Categories 1 – 12)

Type 2 – Grocery suppliers that offer less than all Categories (Section C.5 , Categories 1 – 12)

Type 3 – Truckload suppliers that offer Truckload quantities (Section C.5, Categories 3, 5, 6 and 7).

In order to be considered for award of a Food Service Product Type. The proposer must offer items in the Categories as listed in Attachment A – Marketbasket

C.2. Summary of Previous Activity

The following section will provide a brief summary of the years' activity in relation to staple goods and food products.

Annual purchases by the core-accounts and includes on contract purchases by eligible non-core accounts, e.g. schools, counties, municipalities, etc.) from the current contract for the last three years were as follows:

CY2016: \$12,346,209.11

CY2017: \$12,335,779.34

CY2018: \$12,563,299.50

Please note that all past procurement volumes referenced above are included only for the convenience of Suppliers and are not to be relied upon as any guarantee of future purchase levels.

C.3. General Information

All responses and information submitted in response to this RFP are subject to the Oklahoma Open Records Act, 59 O.S. § 24A.1 et seq. Any statements reserving any confidentiality or privacy rights in submitted proposals or otherwise inconsistent with these promulgated rules will be void and disregarded.

The State of Oklahoma makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFP. Any estimates or past procurement volumes referenced in this RFP are included only for the convenience of Suppliers and are not to be relied upon as any indication of future purchase levels.

Quantities and variety of product will vary. Par levels will be determined by each agency and will consist of approximately one (1) week's requirement of product. At the onset of the contract Agencies will be exhausting existing quantities of inventories.

Unless otherwise clearly stated in the RFP, any reference to a particular trademark, trade name, patent, design, type, specification, producer or the supplier is not intended to restrict this RFP to any manufacturer or proprietor or to constitute an endorsement of any good or service. Central Purchasing may consider clearly identified offers of substantially equivalent goods and services submitted in response to such reference.

The goal of the RFP is to provide the Best Value of commodities and services to achieve the procurement goal of the State of Oklahoma. Suppliers may propose alternatives, in addition to the required specification, which provide substantially better or more cost effective performance than achievable under a stated RFP specification or Suppliers that propose discounts, uncharged Commodities and Services or other benefits in addition to the RFP specifications.

Cooperation with Contractor: At the conclusion of this contract, the previous supplier shall fully cooperate with the Contractor in making the transition to the succeeding contract so as to achieve an effective, customer oriented changeover.

C.4. DEFINITION OF COST

Costs that are not specifically identified in the Supplier's response, and accepted by Central Purchasing as part of a Contract, will not be compensated under any Contract awarded pursuant to this RFP. The State of Oklahoma will not be responsible for any costs or expenses incurred by Suppliers responding to this RFP. For the purposes of this RFP and any and all subsequent contracts awarded from same, the following definitions shall apply:

C.4.1. Product Cost

Product Cost is defined as the actual invoice price of a product the Contractor has paid a manufacturer or supplier for that product delivered to their distribution point. This price includes any transportation costs necessary for delivery to the distribution point less applicable manufacturer allowances, promotions, rebates, etc.

C.4.2. Applicable allowances shall include those granted to Contractor and shall be defined as:

- a. Off-invoice manufacturers/suppliers generated promotions or discounts.
- b. Governmental and non-profit discounts or allowances.
- c. Special negotiated pricing agreements and rebates or other value to the Contractor
- d. Volume discounts specifically resulting from the State's volume and passed along as a manufacturer's allowance or off-invoice allowance, negotiated directly by the State of Oklahoma, or additional reductions based upon size of order and deliveries by the Contractor are examples of volume discounts that shall be passed along to the State.

If the Contractor(s) is able to capture any of the non-required allowances mentioned above, he/she is encouraged to use the additional savings to lower product costs and/or up-charges, thereby offering the State the most competitive prices. The Contractor shall seek to secure for the State's best overall value through competitive bids, negotiations, aggregation and choice of products. The manner and method for deriving costs for the solicitation shall be the same as for the contract; the successful Contractor shall not modify its manner and method for deriving costs to the detriment of the State. Invoices to the State shall have pricing in effect on day of delivery.

C.4.3. Distribution Fee

The Distribution Fee is an amount added to each product for the services rendered by the Contractor. The fee shall remain firm (unchanged) for the duration of the contract. The distribution fee typically consists of the Contractor's projected general and administrative costs, overhead expenses, packaging costs, transportation costs from the Supplier(s)'s distribution point, including all fuel costs, any other projected expenses associated with the Supplier(s)'s function, and anticipated profit. The distribution fee is intended to reflect the difference between the cost, contract management fee and the net delivered price to deliver the specified product to the customer.

The distribution price must be offered as a dollar amount and a cost plus percentage. The State is reserving the right to evaluate the responses based on both cost models and award the contract based on one of the two cost models.

C.4.4. Cost Verification

Invoices, bills, agreements, etc., may be requested to verify costs. Failure of Contractor to furnish within seven (7) calendar days the requested information/documents, or of Contractor's supplier(s) to furnish within seven (7) calendar days verification of invoice(s), may result in cancellation of award.

- State of Oklahoma Net Delivered Price
- All prices for the resultant contract shall be net FOB point of destination designated by ordering entity and shall include:
 - Application of distribution fee to product cost
 - Contract management fee
 - Inside delivery if required
 - Residential delivery if required
 - Delivery on a specific day and/or within certain hours if so designated by the ordering site
 - Pricing in effect on date of confirmation
 - Palletized or cart/hand truck delivery as required by ordering site
 - "Restricted" delivery requirements. See Dept. Of Corrections requirement's clauses C.8.5 – C.8.7.

- Furnishing of updated PRICE/ORDER GUIDES to all sites on a timely basis
- Use of appropriate vehicles to accommodate site limitations
- Compliance with all local ordinances and restrictions
- Billing and payment in U.S. dollars
- All customs and duty charges
- Upon mutual agreement expansion of delivery locations in accordance with the "Extension of Use/Service" clause.
- In addition to above, should additional state entities elect to utilize this contract, the State Purchasing Director reserves the right to negotiate lower distribution fee or other costs to the state.

C.4.5. Price Changes

As the delivered price allows for changes to the Contractor's unit cost, the State of Oklahoma may audit the contractor invoices and require additional supporting documents to verify price increases. As there will be a considerable time lapse between opening of the proposals and the initiation of the contract, the Supplier being considered for award may be required to demonstrate why changes in cost (and consequently price to the State) differ from pricing in the pricing proposal. Unwarranted or unsubstantiated changes may result in award to a different Supplier.

Food product pricing may fluctuate over the course of the contract. The Contractor is expected to monitor the market conditions and pricing of each approved item (including approved substitutions). Should a product cost escalate by more than five percent (5%) at any point in time or by ten percent (10%) in a three (3) month period of time, the Contractor must notify the Contract Officer or designee. The Contractor is to make recommendations of alternative products which are available.

C.4.6. Audits by Office of Management and Enterprise Services/Contract Administrator/Audit Section

The Contract Administrator, at his or her discretion, may request manufacturer invoices for any item(s) that have been purchased by any State of Oklahoma facility or State entity for the purposes of auditing the Product Cost. The Contractor must supply the invoices and all related documentation including, bills of landing, freight invoices or any other documentation affecting the Product Cost price within ten (10) business days of the request. Once these invoices and related/supporting documents are cleared, a written report will be made and submitted to the Contract Administrator. If the Contract Administrator decides that further action is warranted, the Contract Administrator will meet with the Supplier(s) Account Executive for resolution of the problem.

C.4.7. Rounding Calculations for Determining costs and Final Prices

Calculations made to determine "State of Oklahoma Net Delivered Price" must be rounded to the second decimal place in whole dollars and cents on all invoicing.

C.4.8. Uniformity in Product Cost

All of the Contractor's participating locations/branches and/or subcontractors shall charge the same pricing; pricing from one location/branch and/or the subcontractor shall not be different from another.

C.5. Section III: COMMODITIES SUMMARY BY CATEGORIES

CATEGORY 1: Healthcare/Hospitality

Dietary Products
Canned Dietetic Vegetables
Specialized Dietary Products

Canned Dietetic Fruits
Modified & Special Diet Entrees

CATEGORY 2: Dairy

Fresh Fluid Milk, Milk Products & Related Dairy, Including but not limited to fresh fluid milk, various packing sizes and flavors

Cottage cheese, sour cream
Half & half cream

Ice cream, various packaging in 1 gal and ½ gal sizes

Novelty ice creams (bars), various types and flavors

Popsicles, various flavors

Sherbet, various flavors and packaging

Natural Cheese, Cheese Food Products and Imitation Cheeses

American Cheeses, Sliced & Unsliced

Processed Swiss Cheese

Muenster Cheese

Provolone Cheese

Monterey Jack Cheese

Fresh Eggs

Whipping cream

Ice cream cups, various flavors

Soft serve mix, various flavors

Milkshakes mix, various flavors

Ice milk, various flavors

Yogurt, various flavors and packaging

Dips, various flavors and packaging

Natural Bird Eye Swiss Cheese

Imitation Cheese

Shredded Cheese Products

Mozzarella Cheese

Fresh Shell Eggs

CATEGORY 3: Meats

Chilled Meat & Poultry

Beef Portions

Ham

Frozen Meat & Poultry

Portion Control Pork

Pork Sausage

Breaded Beef Portions

Deli Meats (Bologna, Salami, etc)

Boxed Beef, Fresh

Specialty Meats, Lamb, Veal, etc

Wieners, Smoked Sausage

Bacon

Pizza Toppings

Breaded Pork Portions

CATEGORY 4: Seafood

Frozen Fish, other than Shellfish

Frozen Breaded or Processed Seafood

Frozen Shellfish

Frozen Green Shrimp

Imitation Crab Meat, (Surimi) Fresh or Frozen

Frozen Breaded or Processed Fish Portions

Frozen Fish-Raw, Cello, Layer Pack

Breaded Shrimp, Shrimp Pieces

Frozen Shellfish, other than Shrimp

CATEGORY 5: Poultry

Poultry, Fresh

Frozen Turkey, Turkey Portions

Breaded Chicken Portions

Turkey, Fresh

Frozen Chicken, Chicken Parts

Breaded Turkey Portions

CATEGORY 6: Frozen

Frozen Prepared Entrees & Soups, Including but not limited to casseroles, cooked meats, with sauce or gravy, toppings and fillings, filled pastas.

Frozen Lasagna

Frozen Mexican Prepared Entrees, Enchiladas, etc.

Frozen Pizza, Pizza Pockets

Frozen Potatoes, all shapes and sizes of chopped or formed

Frozen Hash browns, Southern Style or Pre-Portioned

Frozen Roasted Potatoes

Frozen Yam Patties

Frozen Fruits & Vegetables

Breaded, Buttered and Plain Blends and Mixtures

Frozen Blended Vegetables

Frozen Mexican Prepared Entrees, Burritos, Tamales

Frozen Soups & Chili, Meat or Vegetarian

Frozen Eggs Rolls

Frozen Juice

Frozen French Fries Potatoes

Frozen Mashed Potatoes

Frozen Potato Skins

Frozen Yellow Vegetables

Frozen Green Vegetables

Frozen Breaded Vegetables

CATEGORY 6: Frozen - continued

Frozen Fruits, Including cut and whole fruits, mixtures and pureed, IQF and syrup packs
Frozen Catering/Specialty Foods, including appetizers, canapés, and snack foods

CATEGORY 7: Canned and Dry

Dry Goods (including spice & condiments)*
Flour
Cookies & Crackers
Topping, Syrups, Jelly & Honey
Dry Dessert Mixes & Gelatins, Plain & Flavored
Dry Milk & Dried Eggs
Vinegar
Mayonnaise, Salad Dressing & Dressing
Canned Vegetables
Canned Puddings and Dessert Products
Canned Tomatoes & Tomatoes Products
Canned Juice
Oils, Vegetable, Peanut, Corn, Canola, Olive, etc.
Shortening, All Purpose
Margarine, Solids & P.C.

Bakery Products, Dry
Sugar
Cereals, Ready to Eat
Rice, Pasta and Beans *
Dried Fruits
Pickles, Olives & Relishes
Portion Control Products
Canned Goods
Canned Fruits
Canned Meats
Canned Soups
Bottled Water
Shortening, Deep Frying
Shortening, Baking & Icing
Butter, Solids & P.C.

CATEGORY 8: Paper/Disposable

Containers, sheeted foam, Large, 3 compartment, etc.
Food wrap PVC
Aluminum Foil (all sizes)
Bags, paper, Kraft, brown, from 2 lb. to 25 lb. #1 Natural
Filter Paper

Sandwich bags, all sizes
Freezer Tape
Meat wrapping paper – 40 lb. & 50 lb, 18” & 24” width
Meat Packaging plastic bags - .002 mil, 18” x 12” x 16”

CATEGORY 9: Sanitation and Maintenance

Cleaning Supplies, Kitchen

CATEGORY 10: Supply/Equipment – Kitchen Smallwares

Strainers	Colanders	Skimmers	Scoops
Fryer Baskets	Fryer Rod Cleanout	Filter Pots	Cone Holders
Film/Foil Dispensers	Ice Totes	Paddles	Funnels
Sieves	Sifters	Measuring Cups	Measuring Spoons
Heavy Duty Spoons	Spoodles	Tongs	Servers
Turners	Spatulas	Trowels	Whips
Dippers	Ladles	Trays	Dishers
Ice Cream Spades	Brushes	Skewers	Cutters
Graters	Planes	Manual Slicers	Wedgers
Molds	Tenderizers	Pressers	Weights
Dredgers	Mashers	Mixing Bowls	Pumps
Dispensers	Couplers	Pumps	Chargers
Refillers	Spreader/Rollers	Rings	Basting/Grill Covers
Openers	Scrapers	Bells	Spindles

CATEGORY 10: Supply/Equipment

Tumblers, polycarbonate resin, unbreakable, dishwasher safe
Flatware, stainless steel ware
Dinnerware, melamine, medium weight
Glassware, all types

CATEGORY 11: Produce

Fresh Products, Fruits & Vegetables (not prepared)

Including but not limited to fresh tree fruits, melons, nuts, strawberries and other varieties of berry fruits

Including but not limited to all lettuces, potatoes, legumes, cabbage family, peas, all varieties, asparagus, broccoli, cauliflower, corn, carrots, beans, all varieties, cucumbers, greens, onions, peppers, radishes, squashes, root vegetables

Fresh fruit, vegetable juice

Fresh Sliced Vegetables

Fresh Diced Vegetables

Shredded or Chopped Lettuce

Sliced Fresh Fruits

Peeled & Portioned Fresh Citrus Fruits

Fresh Processed Fruit Salad Mixes

Fresh Prepared Fruits, Vegetables & Potatoes

Fresh Sliced Potatoes

Fresh Diced Potatoes

Fresh Cut French Fries

Diced Fresh Fruits

Fresh Processed Salad Mixes

CATEGORY 12: Dispenser/Beverage

Coffee, Tea & Dry Beverage Products

Coffee, Ground

Coffee, Whole Beans

Coffee, Ground, Decaffeinated

Coffee, Ground, Flavored

Coffee, Instant, Regular & Decaffeinated

Tea, Bags

Tea, Instant

Tea, Green

Tea, Flavored

Hot Chocolate, P.C. and Bulk

Dry Powder Drink Bases

Fruit Flavor Drink BIB w/dispensing equipment

*** Excluding items available from State Use**

C.6. SECTION VI. CONTRACT ADMINISTRATION

C.6.1. State of Oklahoma's Contract Management

Theresa Johnson, Contracting Officer of Central Purchasing, Office of Management and Enterprise Services, shall be the Contract Administrator for the State of Oklahoma on any contract resulting from this RFP.

The Contract Administrator will monitor the Contractor in the following areas: monitor performance such as quality, service, delivery, and damaged products. The State Purchasing Director shall have final responsibility in all matters pursuant to the Contract. Alterations, substitutions, or modifications to the Contract must be approved by the State of Oklahoma in advance of implementation or performance to insure the day to day performance standards are in compliance with terms and conditions of this RFP.

C.7. TECHNICAL PERFORMANCE SPECIFICATIONS

This section of the RFP contains the Technical Specifications for "Supplier(s)". Suppliers must propose goods and services that meet or exceed all the mandatory specifications listed in this section and any desirable specifications it can meet or exceed. Suppliers must demonstrate the ability to meet these requirements in their response. Responders who fail to meet a mandatory specification may be deemed non-responsive.

C.7.1. Products for Evaluation

For purposes of proposal evaluation and for the items selected for the "pricing proposal," there are specific products listed in the solicitation for which the Supplier is to show costs as defined above. Supplier must submit costs on products that are Grade B or better unless otherwise specified. The State may require backup documents to verify the quoted Product Cost of any or all of the Pricing Proposal items during the evaluation. Failure to submit proper documentation (e.g. manufacturer invoices etc.) at that time may result in rejection of Supplier's response.

Please note that the products listed are for the purpose of evaluating the proposal only. These products are the highest 500 use items of all State agencies and indicate the actual products and pack sizes ordered. Orders are to be in full cases; "splits," (less than full case) will be permitted.

This RFP has been made available electronically using the Office of Management and Enterprise Services web site <http://www.omes.ok.gov> and requesting a copy per instructions contained therein. It shall be the responsibility of every Supplier using the web site to check that site for any addenda or modifications to this RFP. The State of Oklahoma and its subdivisions accept no liability and will provide no accommodation to Suppliers who fail to check for amended RFPs and submit inadequate or incorrect proposal.

Suppliers may not alter (manually or electronically) the RFP language or any RFP component files. Modifications to the body of this RFP, specifications, terms and conditions that would change the intent of this RFP are strictly prohibited. Any unauthorized modifications may disqualify Supplier's proposal.

Cost information must not be included in any part of the Technical Response.

C.7.2. Inventory

The Contractor must within the first days of the Contract, determine the usage of each facility and must stock an adequate inventory to meet those requirements. The Contract Administrator and the facilities will respond to requests for information from the Contractor as needed. This is a mandatory specification and the Suppliers must respond to the number of days in which the Contractor will determine usage and inventory levels necessary to adequately service the State of Oklahoma. This response can be done in conjunction with the Suppliers response under Section C.7.9.1 IMPLEMENTATION LOGISTICS.

C.7.3. Proprietary Items

It is desirable that the Contractor give the State of Oklahoma the best possible service with regards to supply of product(s) in the shortest possible lead time. Part of this service desirable will be met through adding proprietary items to the Contractor's inventory. This service will effect, for the State of Oklahoma, the lowest possible investment in inventory dollars at the individual State agency location. In order to meet this desirable the Suppliers should respond with their requirements for a given item to become a stock item in their warehouse. Suppliers are cautioned to be very specific about their requirements to place a proprietary item into their inventory for a State agency of the State of Oklahoma. It shall be at the discretion of the Selection Committee and the Contract Administrator to accept or reject the Suppliers/Contractor's requirements.

C.8. Delivery Specifications

C.8.1. Delivery Schedule

Except as otherwise provided, the Contractor must deliver the items ordered on the date requested by the facility in the quantity ordered. The Contractor must meet with each facility to establish a delivery schedule. The Contractor must meet the needs of the facility with regard to the schedule. If the Contractor cannot meet the delivery schedule, the facility must be notified and delivery made on a new agreed upon delivery date. When weekends or Federal/State holidays occur, delivery must be on the next business day. (See Ordering Procedures Section C.11.)

C.8.2. Will Call

It is desirable the Contractor provide for "will call" orders if immediate delivery is necessary and the ordering Facility is willing to pick up the order. "Will Call" orders are those that are to be picked up by the ordering Facility within twenty-four (24) hours of request. The evaluation team will definitely entertain creative alternatives and initiatives in this area, especially with regard to the service component. Procedures must be listed in detail.

C.8.3. Dropped Shipments

"Dropped shipped are those items which are shipped directly from the manufacturer to the facility. The State anticipates the facility would be charged a reduced delivery fee.

C.8.4. Specifications & Freshness

All foods delivered must meet or exceed USDA and industry standards and have a freshness parameter such that the facilities have sufficient time from date of delivery to consume these foods before quality deteriorates. Any discrepancy in the specification shall be appealed to the Contract Administrator.

C.8.5. DOC - Containers

Some DOC facilities, and possibly some other institutions or facilities may require containers and packaging that do not present security problems (i.e. wire, metal, sharp edges, glass [no glass containers permitted], etc., which may possibly be fashioned into a weapon). Consequently, the Contractor may be required to modify and/or change packaging and/or containers for delivery to some locations in order to reduce potential security problems. It is desirable that there shall be no increase in pricing for making adjustments in packaging or containers used as a result of security requirements.

C.8.6. DOC – Inspection of Vehicles - MANDATORY

The Contractor must agree and permit inspection of all delivery vehicles by Department of Corrections officials.

C.8.7. Delivery Schedules

The Supplier(s) must submit a delivery "plan" of how delivery schedules will be implemented to illustrate the Suppliers ability to make deliveries to all facilities in an efficient manner. The initial "plan" must address deliveries to only the list of primary locations as supplied with this RFP. As additional customers elect to utilize this contract it will be the ongoing responsibility of the Account Manager or designee to ensure timely and efficient routing to additional customers. Suppliers must submit the initial plan of delivery under this section. Suppliers shall attach a Delivery Schedule – List of Cities and days Suppliers deliver (in calendar format, listing city, day of week with an * or X as indicating delivery on designated days of the week).

NOTE: Dept. of Corrections facilities will not accept deliveries between 12:00 pm and 1:00 pm. Contractor must arrange delivery schedules with all DOC facilities prior to implementation. Deliveries before 8:00 am to any DOC facility must have the facilities approval.

C.9. Delivery

C.9.1. PALLETS

Deliveries – Deliveries made to facility warehouse/dock must be palletized. Contractor shall provide pallet jacks. The use of State owned equipment is prohibited.

Pallets must be good quality with entry for fork lift access on sides.

Each pallet of shipping containers must be wrapped in a manner that will secure each container and layer of containers on the pallet.

Palletized Food Service Product must be loaded, blocked and braced or otherwise loaded in a way which will prevent shifting and damage to the Food Service Products during transit

Pallet loads shall be stacked in a manner that minimizes the overhand of the shipping containers over the edges of the pallets and exposes the principal shipping container display panels to facilitate examinations.

Agency may reject Food Service Products that are damaged, incorrectly loaded, or on damaged pallets.

C.9.2. HOLIDAY

In the event of a holiday, or Authorized Purchaser's facilities are closed for inclement weather, deliveries will be made the next day that the Authorized Purchaser's facilities are open, unless other arrangements have been made with, and approved by, the Authorized Purchaser.

For purposes of these Technical Specifications, "weekends" means; Saturdays and Sundays, and "holidays" means New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

C.9.3. DELIVERY TO FACILITIES:

Delivery requirements shall be determined by the Authorized Purchaser. Contractor shall coordinate deliveries with each Authorized Purchaser or representative, including shipping instructions, delivery dates, and other instructions.

Contractor shall deliver the Food Service Products in accordance with Authorized Purchaser's instructions, including delivery dates on the Ordering Instrument.

Contractor shall require its driver to deliver and unload all Food Service Products ordered to the Authorized Purchasers designated receiving area.

The Contractor shall remove excess pallets used for delivery from the delivery point, as specified by the Authorized Purchaser.

Contractor shall not interfere with any daily on-going business operations that are scheduled for delivery or work.

Contractor shall provide to Authorized Purchaser a delivery ticket with each delivery documenting Food Service Products delivered, brand name, size/weight/volume, color if applicable, and packing size. Delivery tickets shall identify the Ordering Instrument number.

Upon each delivery, Contractor shall remove all packaging and delivery materials including but not limited to containers.

C.9.4. RECEIPT; ACCEPTANCE:

Risk of loss or damage to Food Service Products remain with the Contractor until final inspection and acceptance, then the risk passes to the Agency.

Contractor shall ensure that ALL deliveries transported and delivered in shipping containers to Authorized Purchaser have the Bill of Lading (BOL), or other shipping or receiving papers, available for Authorized Purchaser's receiving staff to inspect prior to opening the transport container.

All deliveries are subject to inspection at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by the Agency. All overages, shortages and returns are to be noted on the delivery ticket by Agency and truck driver. Non-conforming Food Service Products may be rejected at Contractor expense.

In spite of receipt, Agency shall be deemed to have accepted Food Service Products procured hereunder only after actual inspection for conformity or the passage of fifteen (15) days from receipt, whichever occurs first.

C.10. Price List

C.10.1. Custom Order Guide

The Contractor must prepare, supply and keep current for all facilities a custom ordering mechanism (hereinafter named **OMES/PURCHASING**

"Custom Order Guide"), which includes a price list and specifications for all products that each Facility will order on a routine basis. The "Custom Order Guide" must be arranged by product category and must contain the following information: name, description, Supplier(s)'s stock number, unit cost and "State of Oklahoma Net Delivered Price".

C.10.2. Master Order Guide

The Contractor must update and distribute the "Custom Order Guide" to the facilities and a master "Order Guide" to Central Purchasing. The "Master Order Guide" shall be a recapitulation of all facilities' "Custom Order Guides" but not repeat items. These "Custom Order Guides" and "Master Order Guide" shall be updated and distributed in a manner consistent with the firm pricing guidelines as defined in the General Information under PRICE CHANGES. The Contractor will indicate the weekly price changes and monthly price changes by named categories. The Contractor shall identify how the price updates will be communicated and delivered to any ordering site location (with Food Service Operations) electronically.

Prices on the Weekly Custom Order Guide must be firm for one week from the effective date of the Weekly Custom Order Guide and prices on the Monthly Custom Order Guide must be firm for one month from the effective date of the Monthly Custom Order Guide. Weekly Custom Order Guides must be at each Facility two (2) days prior to the effective date of the guide. Monthly Custom Order Guides must be at each Facility five (5) days prior to the effective date of the guide. Annual Custom Order Guides are to be negotiated with the Contract Administrator as to effective dates of annual pricing, i.e. Calendar year, fiscal year of Supplier(s), fiscal year of State of Oklahoma, determined by manufacturer's standard pricing calendar, etc.

C.10.3. Legibility

Custom Order Guide legibility. The Suppliers must submit with their RFP six (6) examples of Order Guides for the Selection Team to evaluate the user friendliness of the Custom Order Guide. These Guides are to be marked as follows: Supplier Name; RFP #; Closing Date/Time; "Master Order guide."

C.11. Ordering Procedures

C.11.1. Toll Free Phone Line

The Contractor must accept phone orders and provide a toll free line during normal business hours for order entry and service inquires. Phone orders must be confirmed the same business day by fax.

Suppliers to state cut off time for same day fax confirmation of phone orders.____:____CST /CDT

C.11.2. Order Calendar

The Contractor must establish an order calendar for all facilities utilizing the Contract from this RFP. The Contractor will have this calendar established within 90 days after the execution of the Contract. This order calendar will be a living document, in that, as needs change and/or new facilities within the State of Oklahoma come on line the master order calendar will be updated. The Contractor shall create this master order calendar in a format which is readily updatable, and shall forward a current master calendar to the Contract Administrator not less than monthly or whenever changes occur. The master order calendar shall reflect each ordering facility's primary order day with cut off time, the normal scheduled delivery day, the secondary or back up order day with cut off time, and the back up delivery day if applicable. All facilities shall have a primary order and delivery day. Contractor must coincide such schedule with all State facilities prior to implementation.

C.11.3. Specials & Communication of Same

It is desirable the Contractor offer specials to all facilities. Suppliers should indicate if this will be a practice and by what method this will be communicated to all facilities (customers). Suppliers should keep in mind that whatever mechanism is used to communicate to the facilities shall include the Contract Administrator.

C.11.4. Product Unavailability

It is mandatory that the Contractor notify the ordering facility via order confirmation of any unavailable product.

C.11.5. Substitutions

It is mandatory that the Contractor notify the ordering facility via confirmation of order if a substitute product is available. The substitute product must be of the same or superior quality, in the same package size, and be offered at the same price or lower as the unavailable product. The facility must approve all substitutions and has the right to reject any substitution offered. Suppliers are required to explain in detail their substitution policy if automatic by automated system. State agencies shall have the right to refuse any substitution they deem is not satisfactory.

C.11.6. Minimum Fill Rate Guarantee

The Contractor must provide each Facility with a minimum 98% fill rate per month or better as stated here _____% percent. The fill rate will be calculated by each Facility by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiply the result by 100 to arrive at the percent (%) fill rate. Approved and accepted substitutions shipped and delivered on first fill will not count against fill rate; disapproved or denied substitutions or substitutions not delivered on first fill will count against fill rate. NOTE: Minimum Fill Rate will be based on "Proper Invoice".

At the end of the month the facility will calculate their fill rate, if the Contractor has dropped below the guaranteed minimum, the State may assess liquidated damages as listed in Section C.9.

C.12. Customer Support

- The Contractor shall provide the following customer support
 - a. Contractor must have the ability to provide access by the contract administrator to each of the State of Oklahoma accounts. It should be accessible by type of account for the State of Oklahoma and grouped accordingly so the administrator could oversee what all the accounts are purchasing.
 - b. Provide Telephone Customer Support Representative(s) to agencies, during normal business hours from 0800 hrs. to 1700 hrs. CST to assist with routine problems and/or queries regarding ordering, shipment and billing.

C.12.2. Continuing Education and Training

It is desirable that the Contractor agrees to establish an ongoing informational/educational service for the State of Oklahoma's Food Service personnel throughout the State. This service must be designed to improve the training, education, understanding, knowledge of products, understanding of services offered, and should focus on, but not necessarily be limited to proper use of different quality levels of foods, proper receiving techniques, proper storage/warehousing techniques, cost effective par levels of inventory, sanitation, new items, nutritional analysis, CN labeling, proper food preparation techniques, and food handling. Serve Safe training seminars are a requirement for Food Service Dietitians to maintain credibility. Successful Supplier will be required to hold at a minimum, one Serve Safe training class per year.

C.13. Product Approval

C.13.1. Products Acceptability

The Contract Administrator shall have the right to test any item purchased by the agencies in order to determine whether the item is acceptable and meets the mandatory specifications and grades.

C.13.2. Specification Verification

The agencies shall have the right on demand, to request verification that the specifications and grades for the product ordered are being provided by the Contractor.

C.13.3. Product Quality Resolution

If an agency complains that a product is not acceptable due to poor quality, taste, color, etc., the Contractor shall offer a substitute product at the same or lower price. If the problem cannot be resolved, either the agency or the Contractor may appeal to the Contract Administrator, whose decision shall be final.

C.13.4. Meat Specifications

All meat and meat product(s) shall meet the specifications recommended by the USDA through its AMS. These specifications contain nine documents collectively known as the Institutional Meat Purchase Specifications (IMPS). The Contract Administrator will use USDA - AMS - IMPS, the NAMP (National Assoc. of Meat Purveyors) Meat Buyers Guide and the NAMP Poultry Buyers Guide as the official resource on specifications.

C.13.5. Other Product Specifications

Many items such as cheese and cheese products, frozen desserts, margarine, bakery products, cereals, flours & related products, macaroni & noodle products, canned fruits & fruit juices, fruit butters, jellies, preserves & related products, fruit pies, canned vegetables, vegetable juices, frozen vegetables, fresh eggs & egg products, fish & shellfish, cacao products, tree nut & peanut products, sweeteners & table syrups, and food dressings & flavorings are some of the items that must meet regulations from the FDA under Title 21, Code of Federal Regulations (CFR), Parts 131-169. It is the expectation of the Contract Administrator that all products sold to the State of Oklahoma under this contract will

meet those applicable regulations. The Contractor must insure and guarantee that all products will conform to the applicable regulations as defined above.

C.13.6. Federal & State Requirements

All products shall conform to the minimum requirements of Federal and State of Oklahoma Regulations. These requirements shall include, but not be limited to, weights, measures, fill of containers, drained weights, contamination or condition of products on delivery. All products shall conform to State of Oklahoma, Federal and industry standards with respect to safety, and the Supplier(s) by his signature on this RFP, must agree to hold the State of Oklahoma harmless in the event of product failure.

C.14. Discounts, Rebates and Credits:

Contractor shall comply as applicable, and shall cause each of its sub vendors, to comply, with the applicable requirements and responsibilities set forth in the National School Lunch Program code of federal regulations 7 CFR 210.21(f) Procurement standards as follows:

- C.14.1.** Contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or
- C.14.2.** Contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
- C.14.3.** Contractor's determination of its allowable costs must be made in compliance with the applicable regulations of the Office of Management and Budget;
- C.14.4.** Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by Authorized Purchaser, the school food authority may permit Contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- C.14.5.** Contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- C.14.6.** Contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State Agency, the State of Oklahoma or the Federal government

C.15. Labeling Requirements

Labeling requirements for all products destined for the Office of Juvenile Affairs, Department of Rehabilitative Services, Department of Human Services and any independent school district food service department shall have an official Agricultural Products Acceptance Certificate submitted to the ordering school District Food Service office prior to product delivery. This will hold true for any product designated by the ordering location as follows: Child Nutrition (CN) Labeling is Required. The Contractor must comply with this requirement. Attachment CN3 will show a sample CN Label for reference. In order to be in compliance with this requirement for any school districts that requires CN Labeling the following points must be met:

a. CN-labeled product will have the following information printed on the principal display panel of the label:

- * Product Name
- * Ingredient listing in descending order of predominance by weight for all ingredients.
- *Inspection legend for the appropriate inspection
- *Establishment number (for meat, poultry & seafood items only)
- *Manufacturer's or distributor's name and address.
- *CN label statement

b. CN Label statement must be an integral part of the product label and must include the following information:

*CN logo, which is a distinctive border around the CN statement.

*A six digit product identification number that will appear in the upper right-hand corner of the CN Label statement.

*The statement of the product's contribution toward meal pattern requirements for the Child Nutrition Program.

*A statement specifying that the use of the logo and CN label statement is authorized by USDA Food and Nutrition Service.

*The month and year the label was approved by USDA Food and Nutrition Service.

C.16. Nutritional Analysis

Any request and/or requirement by any ordering location for Nutritional Analysis must be fulfilled by the Contractor prior to any shipment of said product(s) for delivery. When requests for nutritional information are required by any school districts and the Contractor is notified that the request is to be compliant because the named product(s) are for purchase and potentially serve as part of USDA Child Nutrition Programs, either as a part of a reimbursable meal, an extra or a' la carte item the attachments marked Attachment CN1, Attachment CN2, and Attachment CN3 must be utilized, filled out and returned to the requesting school district Food Service office to be compliant with Oklahoma State Department of Education requirements.

C.17. Local Providers

- Purchase of Local Products

It is desirable that the Contractor purchase items that are available from local Oklahoma suppliers. Product(s) purchased must meet all mandatory specifications, quality standards, Federal, State of Oklahoma, and industry standards. The Contractor is encouraged to participate in the "Made in Oklahoma" program.

- Oklahoma Dept. of Agriculture

The following is the State of Oklahoma, Department of Agriculture, "Made in Oklahoma" coordinator. Suppliers may contact this person to obtain the most current database of local manufacturers, with contact persons, phone numbers, addresses, and product listings.

Julie Sears, "Made in Oklahoma" Coordinator

Oklahoma Department of Agriculture, Market Development Services

2800 North Lincoln Blvd., Oklahoma City, OK 73105

(405) 522-5560 phone, 1-800-580-6543, (405) 522-4855 Fax

C.18. ONSITE PREMISE CONDUCT

Contractors, their employees and sub-contractors shall act in a professional manner onsite at Authorized Purchaser's facility. Contractor shall enforce proper discipline and decorum among all employees and sub-contractors working on the premises and shall not allow among other things:

C.18.1. Noise, including music,

C.18.2. Use of offensive language,

C.18.3. Riding in passenger elevators,

C.18.4. Any transportation of articles or materials deemed hazardous, and;

C.18.5. Any other behavior as specified by Authorized Purchaser.

C.19. Rejection of Local Provider

The Contract Administrator reserves the right to reject any manufacturer and/or specific product(s) listed if, in checking the manufacturers against the "Supplier Complaint Database" at Office of Management and Enterprise Services, Central Purchasing, it is determined that just cause exists to preclude a manufacturer and/or their product(s) from this

Contract. The Contractor and/or a named manufacturer may appeal; the decision of the Contract Administrator to remove from the list either the manufacturer, in whole, or product(s) of said manufacturer; to the State Purchasing Director. The decision of the State Purchasing Director shall be final. The rules of Supplier Suspension as delineated in Central Purchasing shall apply in any cases of appeal to this section.

C.20. Implementation Logistics

C.20.1. Implementation Plan

Any Contract of the magnitude represented by this RFP is a major undertaking for any distributor. The Suppliers shall submit a detailed plan of implementation. This plan should address, at a minimum, the State facilities that have food service operations; date, time and place for employee training on use of Suppliers ordering system; ordering procedures, order/delivery days; fleet available; and geographic area covered by each segment of the implementation schedule. This implementation plan will have to be flexible from the stand point of agency locations without food service operations. Suppliers shall address this issue in their implementation plan/schedule.

C.20.2. Implementation Priority

The priority for the implementation schedule shall be State agencies (core accounts) first, then school districts and other political subdivisions (non-core accounts) afterwards.

Suppliers shall also address in their response their ability to be set up and fully operational for October 1, 2019.

C.21. Account Management

C.21.1. Account Manager

The Contractor must include the name and professional resume of the individual who will be the Account Manager for the initial term of the Contract. The Account Manager will be responsible for operation and administration of the Contract by the Contractor. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contract Administrator .

The Account Manager shall, upon request attend meetings at Central Purchasing or at other sites, as requested and determined by the Contract Administrator. The Account Manager will be responsible for reports required in the RFP and to serve as liaison between the Contractor and Central Purchasing and any other eligible participant. The Contract Administrator may require the Contractor to relieve the Account Manager from work on this contract, if in its opinion, it is apparent that:

The Account Manager does not deliver work that conforms to performance standards outlined in this RFP.

The Account Manager's personality conflicts with the Contract Administrator, and that conflict hinders effective progress on the work of the Contract.

This named Account Manager must be among those present for the possible Interviews.

C.21.2. Account Manager's Job Duties

It is desirable that the Account Manager's duties include, but certainly not be limited to the following:

- a. Daily communications with the facilities' representatives to discuss any shortages and needed substitutions.
- b. At the start of the contract, and during each major conversion per the implementation schedule, conduct bi-weekly meetings with facility personnel to discuss areas of concern. As the contract progresses the meetings may be reduced to monthly, then quarterly.
- c. Must commit to quarterly reviews of end-user customer service and satisfaction and must make consistent efforts to improve end-user customer service and satisfaction.
- d. Demonstrate to the Contract Administrator and to the facilities new products available on the market. Conduct product cuttings and samplings as needed and requested either by the facility, the agency or the Contract Administrator.
- e. Maintain and update the custom and master price lists/order books and review with and distribute to the

different facilities on an ongoing basis as outlined in the schedule.

- f. Handle all facility/agency complaints and maintain a log of the complaints and resolutions. Handle all requests from facility/agency/Contract Administrator for inquiries about products.
- g. Issue credit memos and arrange for return of mis-shipped or deficient products.
- h. Resolve any problems and/or discrepancies with the order/delivery schedules.
- i. Coordinate with the Contract Administrator any rebate programs from manufacturers.
- j. Work in conjunction with the Contract Administrator in doing research and making recommendations for product changes to better meet the needs and challenges of the State of Oklahoma.

C.21.3. Key Support Staff and Personnel

The Contractor must identify key support staff and/or personnel other than the Account Manager who will be responsible for the implementation and daily administration of this contract. The areas identified by the Contractor shall include but not be limited to a quality assurance program. (Résumés may be requested for key support staff and personnel working on this account.)

Once the contract has been awarded, the Contractor must meet with each Facility's representative to review and train them on utilizing the electronic devices. The Contractor shall also supply training manuals for all users after the contract has been awarded. Samples of such training manuals must be submitted with the response.

C.21.4. Subcontractor

Subcontracts. The Contractor to whom this contract is awarded shall be completely responsible for the satisfactory performance of all subcontract services performed and items furnished including adherence to the terms and conditions of this contract. The State reserves the right to approve all subcontractors.

C.21.5. No Subcontractors

If the Supplier does not intend to use subcontractors, the proposal must include a statement that no subcontractors will be utilized to provide the services for any contract that may result from this RFP.

C.22. Reporting Requirements

C.22.1. Order Completion Rate

It is mandatory that the Suppliers submit their order completion rate for the past two (2) years. The completion rate is calculated by dividing the line items delivered on time by the number of lines ordered and multiplying the result by 100 to arrive at the percentage completion rate.

C.22.2. Analytical Reports

The Contractor must provide the following general reports to the State, as delineated below in an approved format approved by the Contract Manager or designee.

Monthly Invoice Detail Report - The Contractor shall provide a monthly invoice detail report as an electronic attachment to the monthly invoice to the Contract Manager or designee no later than fifteen (15) working days after the end of each calendar month. The report shall delineate, by institution, delivery site name, delivery date, delivery ticket number, item number, item category, item description, manufacturer name, quantity, product cost, distribution fee, and fuel surcharge (if any). This information shall match the submitted invoice.

Monthly Product Recall Report - The Contractor shall provide a monthly product recall report to the Contract Manager or designee no later than fifteen (15) working days after the end of each calendar month. The report shall delineate, by institution, date of delivery, items ordered and number of returns. In the event of a threat to health or life of individuals, the contractor shall provide notice of recall or nature of health hazard directly to the ordering entity.

Allowance Report - The Contractor shall provide a quarterly Allowance Report to the Contract Manager or designee. This report shall include all pricing allowances, discounts, and special negotiated pricing agreements for the State of Oklahoma, which shall include but is not limited to, product, description, stock number, terms of the agreement and the amount of the allowance. Any change to any allowance, discount or special negotiated pricing agreement shall be reported to the State at the time of the report.

Fill Rate Report - The Contractor shall provide a monthly Fill Rate Report to the Contract Manager or designee. This report shall include the total number of units ordered and the total number of units shipped by institution/facility.

Ad Hoc Reports - The State reserves the right to require additional reports or information pertaining to Contract compliance or that may be required to respond to grievances, inquiries, complaints, and other questions raised by inmates or other parties. The Contractor shall submit the report or information within five (5) business days after receipt of the request, unless otherwise approved by the State's Contract Manager. When time is of the essence, the Contractor will make every effort to answer the request as soon as possible so the State can respond in a timely manner to Reporting Format

C.22.3. The Contractor must submit all reports on Microsoft Excel spreadsheet using State-supplied templates, if applicable.

C.22.4. Customized Agency Reports

It is desirable the Contractor upon request, provide customized reports by agency or facility. e.g. Dept. of Corrections requests a report detailing the number of pounds of all-vegetable shortening purchased during the second quarter by ordering location (facility) and a grand total).

C.23. BUSINESS PERFORMANCE SPECIFICATIONS

This part of the RFP contains the Business Specifications for Food Distribution Supplier. The Suppliers must propose goods and services that meet or exceed all desirable specifications it can meet or exceed listed in this section. Suppliers who fail to meet or to respond to these desirable requirements may be deemed non-responsive or will be scored accordingly.

C.24. COMPANY INFORMATION: Provide a brief explanation in one and one-half page or less for each element below:

- C.24.1. COMPANY'S GENERAL INFORMATION: The Supplier must provide a copy of the company's organization chart and a company profile. The Supplier must also provide a list of suppliers demonstrating existing agreements that may provide goods and/or services that would be utilized to service this contract.
- C.24.2. COMPANY'S USE OF SMALL FIRMS, MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: The Prime contractor, if subcontracts are to be let, is required to take the five (5) affirmative steps listed: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participating by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- C.24.3. COMPANY'S HISTORY: The Supplier must have been in the business of providing Food Distribution Services to commercial and/or government customers for a period not less than two (2) years preceding the "Date Time Proposal Closing" of this RFP. Describe the history of the company, how long in the business of providing Food Service Products and the number of employees.
- C.24.4. LOGISTICS: Explain how Proposer's company will meet the Service and Delivery demands to the various purchasing entities' inventory strategies, whether the strategy is just in time, small stores, or large warehousing.. address how the location of Proposer's company warehousing will support the customers during normal deliveries throughout the State of Oklahoma

C.25. CUSTOMER SERVICE: Customer service adds value to a product and builds enduring relationships and is a vital function of how well an organization is able to constantly and consistently exceed the needs of the customer. Describe in one half page or less for each element below:

- C.25.1. Company's routine customer service that will be provided to all customers supported under the proposed Price Agreement. Include any services that may add more value to the acquisitions.
- C.25.2. Describe Proposer's company process of advising customers of manufacturer's backorders, stock outs, and substitutions and responsiveness to customer's issues i.e., late deliveries, missed deliveries, incorrect products, invoicing and credit issues.
- C.25.3. Describe Proposer's company policy on breaking cases, indicating the number of items for which this can be done.
- C.25.4. Describe Proposer's plan to handle amended orders. Be sure to include not only how Proposer will handle the change orders and indicate any re-stocking fee. |
- C.25.5. (QUALITY CONTROL: Describe the inventory control, methodology followed in identification and correction of order discrepancies, resolution of customer complaints and inventory rotation methods. The Contractor must have procedures to monitor on a continuous basis the quality of products and services provided. Procedures shall include a self-inspection system covering all the products and services to be delivered and performed under the contract, and shall include a method of monitoring, identifying, and correcting deficiencies in the quality of products and services

furnished to the State of Oklahoma. The Supplier must provide a listing of these procedures in detail.

C.26. EMERGENCY MANAGEMENT AND RECOVERY: Describe Proposer's company policy and processes if a disaster or emergency occurs, e.g.: natural disaster, company facility, force majeure, etc., include the following issues;

C.26.1. Provide a logistics and implementation plan that addresses how the location of Proposer's company warehousing will support the customers during disasters and emergencies throughout the State of Oklahoma. Describe company's emergency preparedness plan which includes how company will be able to continue service to customers in the event of a major disaster.

- (a) Data Recovery*
- (b) Disaster Delivery*
- (c) Warehouse Access*

C.27. RECALLS AND RETURN POLICY :In one and a half pages or less:

(a) Describe in detail the Proposer's Food Service Product Recall policy)

C.27.1. Describe in detail the Proposer's Return Goods policy. It is required that the Contractor have a return good's policy that allows for return of goods in unopened, unmarked, in original packaging. Full credit on and pickup of foods not ordered, Full credit for goods that are discovered to be damaged spoiled, adulterated or expired, etc.

C.27.2. Describe in detail the Proposer's Recall Notice Policy Must have a Return Goods policy in force. It is required the Contractor must, upon receipt of a recall notice from the manufacturer or government, notify the Contract Administrator and the facility contact person at each facility that has ordered the item. The Account Manager shall issue credit memos, and pick up orders and facilitate the timely return and credit to all facilities that have received the recalled product, etc.

C.28. OPPORTUNITY BUYS:

"Opportunity Buys" means special offers to State Agencies to be made as a result of manufacturing and broker's specials, other than State of Oklahoma negotiated food discounts or food show discounts. Proposer shall address how Opportunity Buys are to be returned to the State Agencies

C.29. ONLINE ORDERING AND ACCOUNT INFORMATION ACCESS

An effective online ordering system, i.e.: online ordering or electronic ordering system to meet individual user needs and provide all materials necessary to implement such a system. The ordering system must also facilitate processing and filling of orders received via EDI computer to computer and facsimile transmission of orders, answering telephone inquiries, tracking of accounts and submission of invoices to agencies, departments, political subdivisions, and entities. It should be noted that the system must also facilitate activities provided by any subcontractor.

C.29.1. Describe in 1 or 2 pages the online catalog and the offered systems capabilities in regard to product descriptions, specifications, real time inventory data, catalog list price, Material Safety Data Sheets (MSDS), Nutrient Fact Sheets and contract price. Include the ability of the offered online ordering system to provide

C.29.2. Agency specific online order platforms (i.e. ordering platforms that allow for agency-specific item blocking),

C.29.3. To identify a product's recycled content within the online system,

C.29.4. In the response the Supplier must describe the ordering system to be supplied. The order entry equipment must generate an order confirmation (hard copy) to the originating facility within ___hour of entry. The confirmation can be provided to the facility via the order entry equipment. The confirmation will be used by the facility to verify that items and quantities were entered correctly. The confirmation will also alert the facility to any stock outages at the Contractor's warehouse and offer substitutions that can be reordered to eliminate any outage of product at the facility at delivery. Substitutions are not automatic and must be approved and ordered by the facility.

C.30. EARLY PAYMENT DISCOUNTS: In less than one (1) page list the earlypayment discount percentage Proposer will Offer for payments received sooner than the standard net thirty (30).

C.31. OTHER COST SAVINGS SUGGESTIONS: Describe any other program and suggestions for generating cost savings for customers. This might include changes to Service and Delivery schedules, use of Saturday deliveries, or other supply chain management assistance, i.e. programs to reduce waste, early payment savings, manufacturer's waste reduction programs, streamlining production, Service and Delivery systems. The proposed cost savings initiatives will be screened to determine potential implementation and will be awarded points accordingly.

C.32. Customer References:

Customer references are intended to gather information related to the Supplier's Past Experience and experience successfully servicing accounts with requirements similar to those of this solicitation. Supplier shall submit five (5) customer references from different Contracts.

Customer reference shall be provided on Attachment B, Customer Reference Form. Customer Reference Forms from any other procurement will not accepted for this RFP. At least three of the five references must be a Government customer.

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.

Each contract reference shall:

- a. Be valued at \$1,000,000.00, at a minimum;
- b. Be for work performed within the last five (5) years;
- c. Be related to providing food service products to multiple locations.

Failure to submit five (5) completed customer references, meeting the requirements above, will result in the Proposal being considered non-responsive. Customer References may be contacted to verify provided reference scores.

C.33. SECTION VII. PERFORMANCE MEASURES AND LIQUIDATED DAMAGES

The State desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, the State has developed the below Performance Measure categories which shall be used to measure Contractor's performance and delivery of services. Note: the Contractor shall comply with all contract terms and conditions upon execution of contract and the State may begin monitoring of Contractor's service delivery beginning the second month after implementation of services at that site to ensure that contract requirements are being met.

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. When such standards are not met, liquidated damages may be assessed by the State. The State's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check, money order, or company check to the Contract Manager, payable to the State in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due, or in the alternative, the Contractor may issue a credit in the amount of damages due on the next monthly invoice.

Performance Measure	Monitoring Methodology	Liquidated Damage
On-time Deliveries	All deliveries will be made in a manner not to interfere with normal institutional/facility operations. After the delivery schedule has been established it will be expected of the Contractor to be on time each and every delivery. Deliveries shall be measured upon acceptance of the delivery on the day it is delivered to the institution/facility/kitchen.	The State will impose liquidated damages of two hundred fifty dollars (\$250.00) for one (1) day delivery is late; five hundred dollars (\$500.00) for two (2) days the delivery is late; and, one thousand dollars (\$1,000.00) for three (3) days the delivery is late for each instance that exceeds the performance standard.
Fill Rate	All orders are expected to be filled with a minimum of ninety-eight percent (98%) of all units on orders being delivered. The fill-rate shall be compared to the acceptance of items ordered and actual items delivered to the institution/facility. This will be measured on a monthly basis by facility.	If the Contractor fails to deliver at least 98% of products that are ordered and the State has not agreed to a substitution, the State will impose liquidated damages of five hundred dollars (\$500.00) for 97.99%-95% fill-rate; one thousand dollars (\$1000.00) for 94.9%-90% fill rate; and, ten thousand dollars (\$10,000.00) below 90% fill-rate. The damages are per facility.
Pricing Proposal Product List	All food items received are expected to meet or exceed the State of Oklahoma Pricing Proposal or other product specifications. The product specification shall be measured by reviewing products at time of delivery to each institution/facility on a monthly basis.	If a product substitute, not approved by the State staff, is shipped, the State will impose liquidated damages of two thousand five hundred dollars (\$2,500.00) per unit of measure UOM of the item.

Pricing Compliance within Audit Sample	All invoiced items listed on the electronic monthly invoice detail report are expected to match the pricing on the supplier invoices and be in compliance with Section 2 above, for the items chosen for the post audit sample described in Section 2.5.1. The rate of compliance shall be measured by reviewing the electronic invoice detail report information and comparing it to the supplier invoices for the audit sample of items on a monthly basis.	If fifteen percent (15%) or more of the sampled items are in noncompliance with Section 2, for three (3) consecutive months, the State will impose liquidated damages of \$2,500.00. In addition, the Contractor will pay any amount owed the State for deviations from Section 2 identified by the post audit process on a monthly basis.
Product Cost Audit	Contractor must supply the invoices and all related documentation including, bills of landing, freight invoices or any other documentation	The State will impose liquidated damages in the amount of one hundred dollars (\$100.00) per day until the requested documentation is received. Repeated failure to meet the established.

	affecting the Product Cost price within ten (10) business days of the request.	Performance Standard, for a consecutive monitoring period will result in liquidated damages being doubled.
Other Contract Requirements	The State will monitor the Contractor's performance to ensure maximum compliance with other contract requirements including, but not limited to the following: a. Terms and Conditions of the Contract not involving delivery of services listed above; b. Timely submittal of all required reports outlined in Section 8. c. Accuracy, thoroughness, and timely submission of invoicing and supporting documentation.	Within the first fifteen (15) days after written notice from the Contract Manager or designee of deficiency - No imposition of damages if deficiency is corrected within the time frame specified. After thirty (30) days of initial notice of unsatisfactory service (without corrective action initiated by the Contractor and if unsatisfactory service continues) liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day or part thereof that the deficiency/issue remains uncorrected shall be imposed. Where the same instance of unsatisfactory service occurs on three (3) or more occasions within a ninety (90) day period, (where the deficiencies have not been corrected as indicated above), liquidated damages shall be imposed in the amount of one thousand dollars (\$1000.00) per day for each day the deficiency remains uncorrected.

D. EVALUATION

D.1. Mandatories and Desirables

Section A, B, C.1. – C.22, and C.33. of this RFP contain the general scope of this solicitation, information and procedural requirements. Sections C. 7 – C.22 contain technical specifications, and C.23 – C.32 contain business specifications for the mandatory and desirable goods and services being procured. Offerors must submit proposals that meet the mandatory requirements listed in these parts. Offerors must assume that every specification included in this RFP is a mandatory or desired specification.

D.1.1. Mandatories

All mandatory specifications in the RFP are identified with the words "must", "shall",

"Mandatory" or "is required". A "mandatory specification" is one that must be met in order to be considered responsive. Any proposal that fails to meet a mandatory specification of this RFP will be disqualified without further evaluation unless the Selection Team in its discretion determines that the noncompliance is insubstantial.

D.1.2. Desirables

Desirable technical and business specifications are identified with the words "may," "should," "shall," "must," "is desired," and "desirable." Offerors will receive points based on their response to desirable specifications.

D.1.3. Clarification of Proposals

D.2. EVALUATION

D.2.1. The STATE intends to award a single contract or contracts pursuant to this solicitation to the responsive, responsible supplier(s) whose offer, conforming to the solicitation offer services at the best value. The Evaluation Criteria are designed to aid in selecting the proposal which, taken as a whole, is most advantageous to the State of Oklahoma and offers the best value.

D.2.2. Proposal responses will be evaluated by an evaluation committee made up of State Agencies who may use the resulting Price Agreements. Proposals will be reviewed against the pass/fail Proposal requirements identified in Section C. Proposals that pass the Proposal requirements will be forwarded to the Evaluation Committee for independent review and scoring according to the scoring criteria set forth.

D.2.3. The evaluators will conduct an evaluation of responses and prices received in response to this solicitation according to these criteria:

Technical /Business Proposal – Section C

Pricing Proposal Attachment A

Past Performance – attachment B

D.3. Evaluation and Clarification

D.3.1. Offers shall be evaluated on the "best value" determination. The State of Oklahoma will use best value criteria in accordance with Oklahoma Statute Title 74, Section 85 in evaluation of proposals. The order in which best value criteria is listed does not establish priority. The State may negotiate with Suppliers to get the best price, value and terms.

D.3.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

E. INSTRUCTIONS TO SUPPLIER

E.1. Introduction

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.1.1. RFP Submission Requirements

Suppliers should one hard copy of the proposal marked "original" and submit two (2) CDs or DVDs containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing.

All proposals must be submitted using the same numbering and ordering sequence used in this RFP. Original RFP to be submitted and Supplier's response MUST follow in original order, tabbed by Section. Failure to comply may result in rejection of Supplier's proposal.

E.1.2. All electronic documents must be in one of the following software formats:

MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)

Graphic samples must be in tif, gif, jpeg or pdf

E.1.3. Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP.

E.2. PREPARATORY INFORMATION

TIMETABLE

The RFP sets forth the dates and times for certain critical events including: submission of inquiries, submission of questions, submission of proposal, and the estimated date of completion of evaluation and award of contract.

<u>Event</u>	<u>Date</u>
RFP Issue Date_____	July 30, 2019
Deadline for Receipt of Written Questions_____	August 14, 2019
Deadline for Posting of Written Responses to the State's Website_____	August 19, 2019
RFP Response Due Date_____	August 29, 2019
Conduct Evaluations _____	Sept. 9 – 12, 2019
Negotiations if Required_____	Sept. 16-17, 2019
Best and Final Offer (optional)_____	Sept. 19, 2019
Estimated Date for Contract Award_____	Sept. 24, 2019

E.2.1. Solicitation Preparation/Submission/Inquiries

Suppliers must prepare and submit Solicitations following the format of this RFP. Suppliers should make every attempt to clearly identify in their solicitation where specific information corresponding to requirements in the RFP can be found.

A Solicitation shall be prepared simply and economically to provide a straightforward and concise but complete delineation of the capabilities of a Supplier to satisfy the requirements set forth in this RFP, in accordance with the format prescribed herein. . The solicitation shall not merely concur with the RFP using such words as "concur" or "will comply" but shall fully explain what is being offered and how the Supplier will provide the service. Solicitation responses shall reference the corresponding RFP paragraph. Solicitations shall be submitted in the same numbering format including section numbers.

Solicitations that do not comply with this format may not be considered.

E.2.2. Explanation to Suppliers.

Oral explanations or instructions given before bid 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 offers or if the lack of it would be prejudicial to other suppliers. ATTENTION: IT IS THE

SUPPLIERS RESPONSIBILITY TO CHECK THE OMES/CENTRAL PURCHASING WEBSITE FREQUENTLY FOR ANY POSSIBLE AMENDMENTS THAT MAY BE ISSUED. CENTRAL PURCHASING IS NOT RESPONSIBLE FOR A SUPPLIER'S FAILURE TO DOWNLOAD ANY AMENDMENT DOCUMENTS REQUIRED TO COMPLETE AN RFP.

Prospective Supplier's primary point of contact may submit written questions concerning this RFP to the Contracting Officer no later than the date and time specified in this RFP. (SEE E.2 TIMETABLE) The questions must be emailed to the Contracting Officer named in the RFP. The questions will be reviewed and consolidated by the Contracting Officer. Prepared written answers will be posted to the OMES Website. All questions must be submitted in the format of this RFP, including reference to the section number. All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted via e-mail: theresa.johnson@omes.ok.gov by August 14, 2019, 5:00 p.m.

Suppliers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Central Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements. Review requests submitted after the specified time period will not be answered. When posing questions, every effort should be made to be concise and include the numbered line, page number and section references, when possible.

E.2.3. BEST and FINAL. We may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity to strengthen your proposal. Therefore, you must submit your best offer based on the terms and condition set forth in this solicitation.

F. CHECKLIST – NONE

G. OTHER

ATTACHMENT A	MARKETBASKET / PRICING PROPOSAL
ATTACHMENT A1	STATE AGENCY ADDRESSES
ATTACHMENT B	CUSTOMER REFERENCE FORM
ATTACHMENT CN1	CN NUTRIENT DATA FORM
ATTACHMENT CN2	CN LABEL NUTRIENT DATA FORM
ATTACHMENT CN4	PRODUCT ANALYSIS STATEMENT

H. PRICE AND COST

In order to be considered for award of a Food Service Products Category Tab 1 – 12 the Proposer must Offer items within the Categories items as listed in Attachment A – Marketbasket. Cost Proposal Type 1 or Type 2 or Type 3, as listed in Section C.1.

The quantities listed in Attachment A – Marketbasket. Type 1, Type 2 and Type 3 is a representation of Food Service Products that have been ordered in the past and will be used for evaluation purposes only and there is in no guarantee of future orders for these products.

1. Proposers of Type 1 – Prime Vendor is considered to offer **all** Food Service Products Categories as listed in Section C.5. If a Proposer does not offer ALL categories, Proposer may propose as Type 2 – Grocery, for each Category.
2. Proposers of Type 2 - Grocery Suppliers and Type 3 - Truckload, may choose to offer one or more Food Service Product Categories as listed in Section C.5.

Attachment A1 – Agency List

Attachment A 1

Ship To Address	Charge/Invoice Address
Central Oklahoma Juvenile Center Office of Juvenile Affairs 700 S. 9th St Tecumseh, Oklahoma 74873-4636 405-598-2135 ext 230	Central Oklahoma Juvenile Center Office of Juvenile Affairs 700 S. 9th St. Tecumseh, Oklahoma 74873-4636
Southwest Oklahoma Juvenile Center Office of Juvenile Affairs 5th and Broadway Manitou, Oklahoma 73555 580-397-3511 ext 230	Southwest Oklahoma Juvenile Center Office of Juvenile Affairs 5th and Broadway Manitou, Oklahoma 73555
OK Forensic Center Central Receiving Section 442 104 East 250 Road Vinita, Oklahoma 74301	OK Forensic Center P.O. Box 69 Vinita, Oklahoma 74301
Griffin Memorial Hospital 900 E. Main Street Norman, Oklahoma 73071	Griffin Memorial Hospital P.O. Box 151 Norman, Oklahoma 73071
J D McCarty Center 1125 E. Alameda Norman, Oklahoma 73071	J D McCarty Center 1125 E. Alameda Norman, Oklahoma 73071
Oklahoma School for the Blind Dept. Of Rehabilitation Services 3300 Gibson Street Muskogee, Oklahoma 74401	Oklahoma School for the Blind Dept. Of Rehabilitation Services 3300 Gibson Street Muskogee, Oklahoma 74401
Oklahoma School for the Deaf Department of Rehabilitation Services 1100 East Oklahoma Street Sulphur, Oklahoma 73086-3108	Oklahoma School for the Deaf Department of Rehabilitation Services 1100 East Oklahoma Street Sulphur, Oklahoma 73086-3108

Attachment A1 – Agency List

Attachment Agy 1

Southern Oklahoma Resource Center of
Pauls Valley
3 MI South of City on HWY 77
Pauls Valley, Oklahoma 73075-9798

Souther Oklahoma Resource Center of
Pauls Valley
Rt. 1, Box 44A
Pauls Valley, Oklahoma 73075-9798

Laura Dester Shelter
Department of Human Services
619 S. Quincy Avenue
Tulsa, Oklahoma 74120

Laura Dester Shelter
Department of Human Services
619 S. Quincy Avenue
Tulsa, Oklahoma 74120

Attachment A1 Eastern Region Dept. of Corrections Facilities

Ship To Address

Charge/Invoice Address

Mack H. Alford Correctional Center
Department of Corrections
1151 N. Highway 69
Stringtown, OK 74569
580-346-7301

Mack H. Alford Correctional Center
Department of Corrections
P.O. Box 220
Stringtown, OK 74569

Jackie Brannon Correctional Center
Department of Corrections
West Street & Grider Road
McAlester, OK 74501
918-421-3399

Jackie Brannon Correctional Center
Department of Corrections
P.O. Box 1999
McAlester, OK 74502

Jess Dunn Correctional Center
Department of Corrections
400 West Glenn Avenue
Taft, OK 74463
918-682-7841

Jess Dunn Correctional Center
Department of Corrections
P.O. Box 316
Taft, OK 74463

Dick Conner Correctional Center
Department of Corrections
129 Conner Road
Hominy, OK 74035
(918) 885-2192

Dick Conner Correctional Center
Department of Corrections
P.O. Box 220
Hominy, OK 74035

Howard McLeod Correctional Center
Department of Corrections
1970 E. Whippoorwill Lane
Atoka, OK 74525-8415
580-889-6651

Howard McLeod Correctional Center
Department of Corrections
1970 E. Whippoorwill Lane
Atoka, OK 74525-8415

Attachment A1 – Agency List

Jim E. Hamilton Correctional Center
Department of Corrections
53468 Mineral Springs Road
Hodgen, OK 74939
918-653-7831

Jim E. Hamilton Correctional Center
Department of Corrections
53468 Mineral Springs Road
Hodgen, OK 74939

Eddie Warrior Correctional Center
Department of Corrections
400 North Oak
Taft, OK 74463
918-683-8365

Eddie Warrior Correctional Center
Department of Corrections
400 North Oak
Taft, OK 74463

Northeast Oklahoma Corr. Center
Department of Corrections
442606 East 250 Road
Vinita, OK 74301
918-256-3392 ext. 208

Northeast Oklahoma Corr. Center
Department of Corrections
P.O. Box 887
Vinita, OK 74301-0887

Oklahoma State Penitentiary
Department of Corrections
Stonewall & West Street
McAlester, OK 74502-0097
918-423-4700

Oklahoma State Penitentiary
Department of Corrections
Stonewall & West Street
McAlester, OK 74502-0097

Attachment A 1 Western Region Dept. of Corrections facilities

Ship To Address

Charge/Invoice Address

Mack H. Alford Correctional Center
Department of Corrections
4 Miles N. Of Stringtown on Hwy. 69
Stringtown, Oklahoma 74569
405-346-7301

Mack H. Alford Correctional Center
Department of Corrections
P.O. Box 220
Stringtown, Oklahoma 74569

Muskogee Community Corrections Cntr.
Department of Corrections
3031 North 32nd Street
Muskogee, Oklahoma 74401
918-682-3394

Muskogee Community Corr. Cntr.
Department of Corrections
3031 North 32nd Street
Muskogee, Oklahoma 74401

J.H. Lilley Correctional Center
Department of Corrections
Highway 62 East
Boley, Oklahoma 74829
918-667-3381

J.H. Lilley Correctional Center
Department of Corrections
PO Box 1908
Boley, Oklahoma 74829

Attachment A1 – Agency List

Lawton Community Corrections Center
Department of Corrections
605 S.W. Coombs Road
Lawton, Oklahoma 73501
580-248-6703

Lawton Community Corr. Center
Department of Corrections
602 S. W. Highland Avenue
Lawton, Oklahoma 73501

Jackie Brannon Correctional Center
Department of Corrections
West Street & Grider Road
McAlester, Oklahoma 74502
918-426-4470

Jackie Brannon Correctional Center
Department of Corrections
P.O. Box 1999
McAlester, Oklahoma 74501

Jess Dunn Correctional Center-Warehouse
Department of Corrections
400 West Glenn Avenue
Taft, Oklahoma 74463
918-682-7841

Jess Dunn Correctional Center
Department of Corrections
P.O. Box 316
Taft, Oklahoma 74463

Joseph Harp Correctional Center
Department of Corrections
8 Mi. E. On Hwy. 39, 1 Mile North
Lexington, Oklahoma 73051
405-527-5593

Joseph Harp Correctional Center
Department of Corrections
P.O. Box 548
Lexington, Oklahoma 73051

Attachment A1 – Agency List

Attachment Agy 1

Ship To Address	Charge/Invoice Address
Dick Conner Correctional Center Department of Corrections 2 ½ Miles N. Hominy on Hwy 99D Hominy, Oklahoma 74035 918-885-2192	Dick Conner Correctional Center Department of Corrections P.O. Box 220 Hominy, Oklahoma 74035
Howard McLeod Correctional Center Department of Corrections 22 MI E. & 8 MI S. Of Atoka, OK On Hwy 3&7 Atoka, Oklahoma 74525-9252 405-889-6651	Howard McLeod Correctional Center Department of Corrections HC 82, Box 812 Atoka, Oklahoma 74525-9152
Ouachita Correctional Center Department of Corrections 12 Miles South of Heavener, OK on US 59 Hodgen, Oklahoma 74939 918-653-7831	Ouachita Correctional Center Department of Corrections HC63, Box 5390 Hodgen, Oklahoma 74939
Oklahoma State Reformatory Department of Corrections 1700 E. First Street Granite, Oklahoma 73547 580-535-2186	Oklahoma State Reformatory Department of Corrections P.O. Box 514 Granite, Oklahoma 73547
Eddie Warrior Correctional Center Department of Corrections 400 North Oak Taft, Oklahoma 74463 918-683-8365	Eddie Warrior Correctional Center Department of Corrections P.O. Box 315 Taft, Oklahoma 74463-0315
Lexington A & R Center Department of Corrections 6 ½ Mi. East of Lexington on HWY 39 Lexington, Oklahoma 73051 405-527-5676 ext. 111	Lexington A & R Center Department of Corrections P.O. Box 260 Lexington, Oklahoma 73051
Ardmore Community Work Center Department of Corrections Ardmore Air Park, Bldg. 315 Gene Autry, Oklahoma 73436-0068 405-389-5469 ext. 111	Ardmore Community Work Center Department of Corrections 602 SW Highland Avenue Lawton, Oklahoma 73501

Attachment A1 – Agency List

Attachment Agy 1

Altus Community Work Center
Department of Corrections
308 W. Broadway
Altus, Oklahoma 73521
580-482-0790 ext 111

Altus Community Work Center
Department of Corrections
602 SW Highland Avenue
Lawton, Oklahoma 73501

Idabel Work Center
Department of Corrections
1800 W. Martin Luther King
Idabel, Oklahoma 74745-4000

Idabel Work Center
Department of Corrections
P.O. Box 669
McAlester, Oklahoma 74502

Earl Davis Correctional Work Center
Department of Corrections
270 and 1 Mile South
Holdenville, Oklahoma 74848
405-379-7296 ext. 111

Earl Davis Correctional Work Center
Department of Corrections
P.O. Box 669
McAlester, Oklahoma 74502

Northeast Oklahoma Corr. Center
Department of Corrections
2 Miles NE of City
Vinita, Oklahoma 74301
918-256-3392 ext 208

Northeast Oklahoma Corr. Center
Department of Corrections
P.O. Box 887
Vinita, Oklahoma 74301-0887

Frederick Community Service Center
Department of Corrections
5 ½ Miles W. Of Hwy 5, ½ Mi. South
Frederick, Oklahoma 73542-4219

Frederick Com. Service Center
Department of Corrections
602 SW Highland Avenue
Lawton, Oklahoma 73501

Hobart Community Work Center
Department of Corrections
311 S. Washington
Hobart, Oklahoma 73651
580-726-3341 ext 208

Hobart Community Work Center
Department of Corrections
602 SW Highland Avenue
Lawton, Oklahoma 73501

Waurika Community Service Center
Department of Corrections
107 W. Anderson
Waurika, Oklahoma 73573
405-228-3521 ext 208

Waurika Community Service Center
Department of Corrections
602 SW Highland Avenue
Lawton, Oklahoma 73501

Walters Community Work Center
Department of Corrections
Route 3, Box 9

Walters Community Work Center
Department of Corrections
602 SW Highland Avenue

Attachment A1 – Agency List

Attachment Agy 1

Walters, Oklahoma 73573
405-248-6703 ext 208

Lawton, Oklahoma 73501

James Crabtree Correctional Center
Third and Murray
Helena OK 73741
580-852-3221

James Crabtree Correctional Center
Route 1, Box 8
Helena, OK 73741

Mabel Bassett Correctional Center
29501 Kickapoo
McLoud, OK 74851
405-964-3020

Mabel Bassett Correctional Center
29501 Kickapoo
McLoud, OK 74851

William S Key Correctional Center
One William S Key Boulevard
Fort Supply, OK 73841
580-766-2224

William S Key Correctional Center
PO Box 61
Fort Supply, OK 73841

Bill Johnson Correctional Center
1856 E Flynn Street
Alva, OK 73717
580-327-8000

Bill Johnson Correctional Center
1856 E Flynn Street
Alva, OK 73717

NUTRIENT DATA FORM

Data submitted for this product are on (check one):

“As Served” basis _____ “As Purchased” basis _____
 Brand: _____
 Product name: _____
 Product code: _____
 CN label number: _____
 Package size: _____
 Standard serving: _____ Lb
 Number of servings per package: fluid oz _____ grams _____
 Weight per serving: _____
 Analysis based on: _____
 _____ Grams
 _____ (100 grams or servings)

A value must be entered for each nutrient. If the food item does not contain a specific nutrient, enter zero.

Nutrients	Measurement	Fill in Nutrient	Unit Weight
Calories	XXX		kcal
Total Fat	XX.XXX		grams
Saturated Fat	X.XXX		grams
Cholesterol	XX.XX		milligrams
Sodium	XX.X		milligrams
Carbohydrates	XX.XXX		grams
Total dietary fiber	XX.XX		grams
Protein	XX.XXX		grams
Vitamin A	X.X		IU
Vitamin C	X.XX		milligrams
Calcium	XX.X		milligrams
Iron	XX.XXX		milligrams
Fat change (+/-)*	XXXX		% N/A
Moisture change(+/-)*	XXXX		% N/A

*If available

CN LABEL NUTRIENT DATA FORM

Preparation instructions to include: ingredients to be added and amounts, cooking methods, time, and temperature.

What source of nutrient data was used to calculate the nutrient analysis?

- 1. Laboratory analysis (analytical)
- 2. Handbook & calculations (calculated)
- 3. Combination of Numbers 1 and 2 (analytical and calculated)
- 4. Nutrition label
- 5. Other. Please specify:

This data submission form is for *local school food service use only*.

Preparation instructions to include: ingredients to be added and amounts, cooking methods, time, and temperature.

What source of nutrient data was used to calculate the nutrient analysis?

What source of nutrient data was used to calculate the nutrient analysis?

- 1. Laboratory analysis (analytical)
- 2. Handbook & calculations (calculated)

_____ 3. Combination of Numbers 1 and 2 (analytical and calculated)

_____ 4. Nutrition label

_____ 5. Other. Please specify:

This data submission form is for *local school food service use only*.

PRODUCT ANALYSIS STATEMENT

This product analysis statement is to provide information to the below-listed institution relating to product(s) for purchase and to potentially serve as a part of United States Department of Agriculture (USDA) CHILD NUTRITION PROGRAMS, either as a part of a reimbursable meal or an extra or a la carte item. Contribution toward meeting all or part of the USDA meal pattern requirements are listed below.

Name of School District:

Contact Person:

Address:

Product Name:

Product Code:

List total product ingredients, beginning with greatest to least:

MEAT/MEAT ALTERNATE* _n	LIST TYPE(S)	WEIGHT OF EACH	CIRCLE ONE RAW OR COOKED WEIGHT
	_____	_____	RAW OR COOKED WEIGHT
	_____	_____	RAW OR COOKED WEIGHT
	_____	_____	RAW OR COOKED WEIGHT
FRUIT/VEGETABLE	LIST TYPE(S)	WEIGHT OF EACH	CIRCLE ONE RAW OR COOKED WEIGHT
	_____	_____	RAW OR COOKED WEIGHT
	_____	_____	RAW OR COOKED WEIGHT
GRAINS/BREADS	LIST TYPES	WEIGHT OF EACH	CIRCLE ONE RAW OR COOKED WEIGHT _n
	_____	_____	

If prepared in accordance with label directions, this cooked product will yield _____ creditable servings. One serving size = (i.e., 1 slice, one 2" X 2" square, 6 pieces, one 3" X 2" rectangle, etc.)

PRODUCT INFORMATION PER SERVING:

Total Contribution of Meat/Meat Alternate = _____ ounce(s)/serving
 Total Contribution of Fruit/Vegetable = _____ cup(s)/serving
 Total Contribution of Grains/Breads = _____ ounce(s)/serving
Calories Per Serving = _____ Percent of Calories From Fat Per Serving = _____

I certify that the above information is true and correct in crediting toward meeting USDA minimum meal pattern requirements.

Signature of Legal Authorized Spokesperson for Company _____ Title _____ Date _____

* The following information is needed if a creditable vegetable protein product is used in the product and counted toward meeting the two-ounce meat/meat alternate requirement.

CHECK(✓) any statements that apply:

- () This item contains VPP which is authorized as an alternate food in the Child Nutrition Programs.
- () This product meets USDA-FNS (Food and Nutrition Service) specifications for cheese alternate product.
- () One ounce dry weight of this product meets one-half of the meat/meat alternate requirements of lunch or supper of the USDA Child Nutrition Programs when served in combination with one or more ounces of cooked meat, poultry, fish, or cheese.
- () If applicable, WEIGHT VPP dry _____ WEIGHT LIQUID TO HYDRATE _____
 SOURCE _____ TYPE (flour, concentrate, or isolate) _____

I further certify that the VPP used in this product, when fully hydrated or formulated, will not exceed 30 parts to 70 parts raw meat, poultry, or seafood. The VPP used conforms to Food and Nutrition Service regulations. That is, (1) the VPP used contains at least 18 percent protein by weight when hydrated; (2) the biological quality of the protein in the VPP shall be at least 80 percent that of caseins; and (3) contains the amounts and kinds of nutrients as required by Food and Drug Administration (FDA) 43 FR 30472.

ATTACHMENT B CUSTOMER REFERENCE FORM

Contractor's (Proposer) Name:	
Customer Name (Proposer's Customer):	
Contract Number:	
Contract Duration:	
Dollar Amount of Contract:	
Products/Services Provided:	
Customer (Proposer's Customer) Contact Name and Title:	
Customer Phone Number:	
Customer Fax Number:	
Customer E Mail Address:	

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

Rating Guidelines and Description of Rating Scale:	
Exceptional	(5) Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good	(4) Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory	(3) Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal	(2) Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory	(1) Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments <i>(continue on additional sheets if desired)</i>	Rating
Timeliness	1. How would you rate the contractor's geographic coverage and ability to deliver on time throughout all your locations?		① ② ③ ④ ⑤
	2. How would you rate the contractor's product availability and fill rate?		① ② ③ ④ ⑤
	3. How would you rate the contractor's turnaround time when contacted to provide on-site assistance?		① ② ③ ④ ⑤
Contract Management	4. How would you rate the experience of the contractor in managing large accounts?		① ② ③ ④ ⑤
	5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager?		① ② ③ ④ ⑤
Quality	6. How would you rate the quality of the contractor's value-added services?		① ② ③ ④ ⑤
	7. How would you rate the performance of contractor's products compared to that of its competitors?		① ② ③ ④ ⑤
Ordering	8. How would you rate the contractor's ordering system?		① ② ③ ④ ⑤
Reporting	9. How would you rate the contractor's ability to provide ad hoc reports in an accurate and timely manner?		① ② ③ ④ ⑤
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor?		① ② ③ ④ ⑤

RATER'S SIGNATURE: _____ **DATE:** _____



Amendment of Solicitation

Date of Issuance: 08/05/2109

Solicitation No. 0900000394

Requisition No. N/A

Amendment No. One (1)

Hour and date specified for receipt of offers is changed: [X] No [] Yes, to: 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:

Theresa Johnson
Contracting Officer

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

405 - 521 - 2289
Phone Number

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

Description of Amendment:

a. This is to incorporate the following:

The following term was not included in the original solicitation; please amend the solicitation to add the following to Section A.29 (I).
Buy American Provision
Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S.1760) to require SFAs participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the United States to purchase for those programs, to the maximum extent practicable, domestic United States Department of Agriculture (USDA) Foods or products. For purposes of this provision, the term domestic food commodity or product means agricultural USDA Foods produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States SUBSTANTIALLY using agricultural USDA Foods that are produced in the United States. The Conference Report accompanying Public Law 105-336 makes it clear that the term SUBSTANTIALLY means that over 51 percent of the processed food comes from American-produced products. (SD-24-2016)

b. All other terms and conditions remain unchanged.

Supplier Company Name (PRINT)

Date

Authorized Representative Name (PRINT)

Title

Authorized Representative Signature



Amendment of Solicitation

Date of Issuance: 08/20/2019
Requisition No. 0900013246

Solicitation No. 09000000394
Amendment No. Two (2)

Hour and date specified for receipt of offers is changed: [] No [x] Yes, to: 9/4/2019 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.

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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:

Section A - Answers to questions:
The 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 answers are numbered and in bold type for clarity.
Question #1 - This food solicitation bid has spices, condiments, coffee, tea, and bottled water on it. Why are state use items on the solicitation?
Answer #1 - State Use contracts are not an extensive list of products, therefore as stated in Section C.5 and amended by this document Categories 7 and 12 excludes items offered by State Use.
Question #2 - Can language be added to the contract which will satisfy USDA school lunch procurement requirements which must include adherence to the Buy American Act, which will allow public school districts to utilize the state prime vendor contract in lieu of conducting an annual bid process?
Answer #2 - Yes, the language was added to the solicitation by way of Amendment One.
CONTINUED ON PAGE TWO

b. All other terms and conditions remain unchanged.

Supplier Company Name (PRINT) Date

Authorized Representative Name (PRINT) Title Authorized Representative Signature

Description of Amendment - continuing

Food Service Products
0900000394 – AMENDMENT TWO
Section A – Answers to Questions - continued
PAGE TWO

Question #3 - Question for you on this. There are only a handful of items I saw that would fall into our area, Supplies and equipment. There may have been more but since the sheet was locked it might have missed some. But there were probably less than 6 of these. I am happy to put a price to those items, but since it was such a small number relative to your request I was curious to know if it would be considered. I am surprised that there is not a larger number of items falling into this contract description as there was no flatware, dinnerware and not many smallwares items or small kitchen equipment. This one is mostly food as you know so perhaps there is another smallwares package that might be coming out sometime?

Answer #3 – The Marketbasket is a list of the most frequently purchased items and is representative of what has been purchased in the past. The Marketbasket will also be used for evaluation purposes. Therefore an additional marketbasket for Kitchen equipment has been provided. (SEE ATTACHMENT C). This marketbasket is for evaluation purposes and is no guarantee of future purchases.

Question #3A - I know that there was a similar Statewide Contract put out for Kitchen Equipment a few years back. I think it was a 3 year deal so I believe that it might be coming up for renewal soon. Do you know anything about that?

Answer #3A – Yes, that is Statewide Contract SW0275 Commercial, Correctional Kitchen Equipment.

Question #4 - We saw the issued solicitation last week. Thanks! The ... Program for correctional health is normally based on a deviated mark-up schedule (99% fill rate) not a fixed fee per case. Does the request for fixed fee per case prevent us from submitting a ... bid response?

Answer #4 – No, not at all, this is a request for proposal and the State will consider all offers.

Question #4A: Can there be an amendment to include a GPO deviated mark-up schedule pricing structure response for the market basket cost comparison? The deviated mark-up schedule includes the competitively bid low cost Contracted Manufacture Agreements and the matrix driven incentives to benefit the state's actual spend, delivered drop sizes /logistics, and payment terms for all Agencies listed on Attachment A1.

Answer #4A – As the market basket is included to provide a specific method to evaluate cost, providing an alternate pricing structure would not allow for an apples to apples comparison.

Section B – Amend Solicitation

Amend Section C.1 to read:

Purpose of Solicitation: Request sealed proposals from suppliers that can supply and deliver one or more Categories of Food Service Products. OMES CP may establish one or more Statewide Price Agreement(s) for the purchase of Food Service Products from one or more Categories. Due to the variability of the kinds and quantities of required food service products, and to provide more opportunity to suppliers, there are four different Food Service Products Types that are requested through this RFP:

Type 1 – Prime Vendor Distribution suppliers that offer all Categories (Section C.5, Categories 1 – 12)

Type 2 – Grocery suppliers that offer less than all Categories (Section C.5 , Categories 1 – 12)

Type 3 – Truckload suppliers that offer Truckload quantities (Section C.5, Categories 3, 5, 6 and 7).

Type 4 – Supply/Equipment – Kitchen Smallwares (Section C.5, Category 10)

CONTINUED ON PAGE THREE

Description of Amendment - continuing

Food Service Products
0900000394 – AMENDMENT TWO
Section B – Amend Solicitation - continued
PAGE THREE

Amend Section C.4.3 to read:

The Distribution Fee is an amount added to each product for the services rendered by the Contractor. The fee will remain firm (unchanged) for the duration of the contract. The distribution fee typically consists of the Contractors projected general and administrative costs, overhead expenses, packaging costs, transportation costs from the Supplier(s)'s distribution point, including all fuel costs, any other projected expenses associated with the Supplier(s) function, and anticipated profit. The distribution fee is intended to reflect the difference between the cost, contract management fee and the net delivered price to deliver the specified product to the customer. The distribution price must be offered as a dollar amount.

Amend Section C.5 to read:

CATEGORY 7: Canned and Dry*

CATEGORY 12: Dispenser/Beverage*

*Excludes items available from State Use

Amend Section H to read:

H. PRICE AND COST

In order to be considered for award of a Food Service Products Category Tab 1 – 12 the Proposer must Offer items within the Categories items as listed in Attachment A – Marketbasket and Attachment C – Smallwares Marketbasket. Cost Proposal Type 1 or Type 2 or Type 3 or Type 4, as listed in Section C.1.

The quantities listed in Attachment A – Marketbasket. Type 1, Type 2 and Type 3 is a representation of Food Service Products that have been ordered in the past and will be used for evaluation purposes only and there is in no guarantee of future orders for these products.

1. Proposers of Type 1 – Prime Vendor is to offer **all** Food Service Products Categories as listed in Section C.5. If a Proposer does not offer ALL categories, Proposer may propose as Type 2 – Grocery, for each category.
2. Proposers of Type 2 – Grocery Suppliers **and** Type 3 - Truckload, may choose to offer one or more Food Service Product Categories as listed in Section C.5.
3. Proposers of Type 4 – Smallware Suppliers are to offer all Supplies and Equipment to provide pricing for the products listed in the Marketbasket and a percentage (%) discount off the Manufacturers List price or catalog pricing for items not listed.

Amend Pricing Proposal to include Attachment C. – Small Kitchen Wares - Marketbasket



Amendment of Solicitation

Date of Issuance: 08/20/2019

Solicitation No. 09000000394

Requisition No. 0900013246

Amendment No. Three (3)

Hour and date specified for receipt of offers is changed: No Yes, to: _____ 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.

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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:

Section A - Answers to questions:

The 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 answers are numbered and in bold type for clarity.

Question #1 – In regards to card payment, please clarify if the state will elect to use a single use card program (Virtual or Ghost cards)? This type of payment has to be manually processed for every single transaction. Supplier can only accept credit card payments made through the online Credit Card portal, so the customer would have to have a normal card that can be registered and used continuously for payment.

Answer #1 – The State does not participate in a single use card program. The end users will have a normal card that can be registered and used continuously for payment. Please note registered does not include the credit card number which will not be held on file.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature