



STATE OF OKLAHOMA CONTRACT WITH BENCHMARK FOOD GROUP

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services on the behalf of the Council on Law Enforcement Education & Training and Benchmark Food Group (“Supplier”) and is effective as of July 1, 2026 (“Effective Date”). The initial term of the Contract begins on July 1, 2026, and ending on June 30, 2029, with two (2) one-year options to renew the Contract.

Purpose

The State is awarding the Contract to Supplier for the provision of Food Service Operation, as more particularly described in certain Contract Documents. This Contract Document memorializes the agreement of the parties with respect to terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under the Contract. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation EV00000810, Attachment A;
 - 2.2. Mandatory Requirements, Exhibit 4;
 - 2.3. Mandatory Food Specifications, Exhibit 5;
 - 2.4. General Terms, Attachment B;
 - 2.5. Agency Terms, Attachment C;
 - 2.6. Reserved, Attachment D;
 - 2.7. Response to Specification and Price, Attachment E;
 - 2.8. Pricing, Attachment E-1;
 - 2.9. Value Add Offerings, Attachment E-3
3. The parties additionally agree:
 - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
 - 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law

or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.

4. Payment obligations rest solely with the Council on Law Enforcement, Education, & Training. Please send invoices and billing inquiries to:

Council on Law Enforcement Education and Training
2401 Egypt Road,
Ada, Oklahoma 74820
Email: shawna.murphy@cleet.state.ok.us

5. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.
6. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

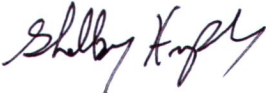
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SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

STATE OF OKLAHOMA
by and through the COUNCIL ON LAW ENFC
ED & TRNG:

BENCHMARK FOOD GROUP:

By: 

Name: Shelby Humphrey

Title: Executive Director

Date: 02-17-2024

Agency Counsel

By: 

Name: Kate Springer

Title: General Counsel

Date: 2-17-2024

By: 
Matt Jackson (Mar 10, 2026 08:51:06 CDT)

Name: Matt Jackson

Title: Partner

Date: Mar 10, 2026

The State Purchasing Director is signing solely to ensure state agency compliance with provisions of the Oklahoma Central Purchasing Act pursuant to 74 O.S., 85.5 concerning acquisitions by state agencies.

By: 
Amanda Otis (Mar 10, 2026 10:00:31 EDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Mar 10, 2026

Attachment A

Agency Solicitations

Solicitation No. EV00000810

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of the Council on Law Enforcement Education and Training (CLEET) by and through the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract document.

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of the Council on Law Enforcement Education and Training (CLEET) from potential Suppliers for the purchase of a turn-key food service operation at the CLEET facility located at 2401 Egypt Road, Ada, Oklahoma. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

The Contract is awarded on behalf of the Council on Law Enforcement Education and Training (CLEET) for a contract with a food service provider for a turn-key food service operation.

II. Background Information

CLEET is the state law enforcement training agency for peace officers, with operations as follows:

BASIC ACADAMEY - At present CLEET's goal is to train 455 attendees annually providing 4 days a week, running 16 weeks in length. This is always subject to change.

- At this time, academies are scheduled to run four days per week, Tuesday through Friday, 7:00 a.m. to 6:00 p.m. On occasion, to accommodate holiday schedules or other circumstances, academies may operate on a Monday and be inactive on another day. CLEET will provide vendor with academy schedules at least 90 days prior to the start of the academy and such schedules will include any holiday schedule modifications. CLEET will provide as much notice as possible if other circumstances require a schedule adjustment, including but not limited to such circumstances as utility outages, instances of inclement weather, etc.
- There is always the possibility the academy schedule could change to Monday through Friday, with 8-hour training days.

¹ 74 O.S. 85.5(G)(3)

OTHER CLASSES AND ACTIVITIES

- CLEET provides continuing and advanced education classes to law enforcement officers and may sponsor conferences from time to time.

MEAL INFORMATION

- CLEET will pay for meals for the basic academy students and meals for approved instructors, in place of paying the state per diem charges.
- Following is the number of meals which CLEET paid for, served in the past two fiscal years from July 1, through June 30, of each fiscal year from 2024 through 2025.

FY2024	Breakfast 18,989	Lunch 18,753	Dinner 14,075
FY2025	Breakfast 18,778	Lunch 17,971	Dinner 13,288

- The above numbers do not include cash meals paid by continuing education students, staff cash meals, or cash sales in the event other entities held/hold conferences/training here.
- CLEET cannot provide figures for cash sales.
- There are no conferences or other training schedules available at this time; although in the past there have been three or four events per year with thirty to forty in attendance.
- CLEET has 65 plus or minus, full time employees; however CLEET has no information regarding an estimated number of cash meals served to staff.

1. Contract Term and Renewal Options:

- 1.1. The initial Contract term, which begins July 1, 2026 and ending on June 30th 2029, is three (3) years and there are two (2) one-year options to renew the Contract.
- 1.2. The ensuing contract will be an “Indefinite quantity contract” and the state may or may not use the amount specified.

2. Solicitation Criterion:

- 2.1. The Bid will be evaluated using a best value criterion, based on the following:
 - 2.1.1. Cost of Food Service
 - 2.1.2. Past performance
 - 2.1.3. Financial Qualifications
 - 2.1.4. Personnel Management Plan & Training Plan
 - 2.1.5. Mandatory Requirements – Exhibit 04
 - 2.1.6. Mandatory Food Specifications Exhibit 05
 - 2.1.7. Food Service Program
 - 2.1.7.1. Menu Planning
 - 2.1.7.2. Food Preparation
 - 2.1.7.3. Special Events

3. Scope and Description:

- 3.1. The Bid Response shall show the ability of the Bidder to meet or exceed the mandatory requirements outlined in Exhibit 04: Mandatory Requirements and Exhibit 05 : Mandatory Food Specifications.
- 3.2. In addition to regular meals, breakfast, lunch and dinner, CLEET requires that vendor provide prices for catering services for other occasions such as; refreshments for board meetings and other occasions that CLEET would require catering services.
- 3.3. The food vendor will be responsible for cleaning areas designated for the food vendor's use, including the dining area, as well as maintenance and pest control, and other obligations described later in this document.
- 3.4. All operating policies associated with the services and activities herein specified shall be subject to the approval of CLEET.
- 3.5. Non-mandatory Pre-Bid Site Visit
 - 3.5.1. Bidders desiring to offer a proposal for this service are invited to attend a non-mandatory on-site inspection of the facility on 12/18/2025 at 10:00 a.m. The site visit will be conducted at 2401 Egypt Road, Ada Oklahoma.

4. Pricing

- 4.1. Pricing shall be proposed as a single total firm, fixed cost and include all information concerning fees, other costs, and any other information relevant to the total cost.
- 4.2. Value-added products and/or services within scope of the Acquisition may be included in the Bid.

5. Executive Summary and Company Information are on Exhibit 01: Executive Summary and Company Information.

6. The response to pricing shall be proposed using Exhibit 02: Price Template.

7. Business References are to be on Exhibit 03: Bidder Reference Worksheet.

8. The response to mandatory requirements shall be acknowledged on Exhibit 04: Mandatory Requirements.

9. The response to mandatory food specifications shall be acknowledged on Exhibit 05: Mandatory Food Specifications.

10. The response to the annual operating statement shall be included on Exhibit 06: Annual Operating Statement Worksheet.

11. A proposal checklist with a summary of necessary documents to be submitted is included in Exhibit 07: Proposal Checklist.

Exhibit 04 - Mandatory Requirements

1. VENDOR QUALIFICATIONS

1.1. Each vendor shall have experience in food service settings in which the demands are/were similar or greater than those estimated by CLEET. Vendor shall provide CLEET with a list of (3) food service operations similar in scope to this proposal, vendor currently operates or has operated within the past three (3) calendar years and a listing of all similar food service operations such vendor has ceased to manage during the last two (2) calendar years. Each such listing shall include the name of the institution to which such food service was provided together with the name and telephone number of the institution officer, employee, or official who was responsible for such food service.

1.2. The food vendor will operate upon its own credit, it being understood that the vendor has the necessary financial capacity including working capital and other resources to adequately fulfill the contract. Each vendor shall provide CLEET with (2) prior years financial statements.

1.3. Vendor shall provide a projected annual financial operating statement for this project, such report should specify and differentiate costs of food, labor, materials, overhead, and profit. Exhibit 06 provides a worksheet for this financial operating statement.

1.4. The vendor shall provide evidence of the necessary financial capacity, including working capital and other resources, demonstrating vendor's ability, to fulfill the contract without assistance from any outside source. If vendor cannot provide evidence of the necessary financial capacity, vendor shall indicate to what extent outside sources are required.

1.5. The inability of food vendor to finance food service after award of the contract shall constitute a breach of contract and result in the immediate termination of the contract.

1.6. The vendor shall be capable of providing the required insurance, bonds, permits and etc. described in Attachment C of this RFP. Also including any permits as required by local, state, or federal governments, for vendor or any individual working for vendor.

1.7. Food vendor must have resource and support functions capable of providing peripheral services to CLEET including, but not limited to, the following: dietetic support, nutritional counseling, and safety and food handling training for personnel.

2. FOOD VENDOR PERSONNEL

2.1. Each vendor shall submit a personnel management plan clearly outlining the organizational structure to be established at CLEET. Such plan shall list all personnel by position and shall describe the duties to be assigned to such persons. Describe personnel training and resources available.

2.2. The food vendor shall, at all times, maintain a staff of employees which is adequate in number and skill to operate an efficient food service.

2.3. All Vendor personnel that require entry access to the CLEET facility shall be required to provide CLEET a copy of their driver's license, or other form of government issued photo I.D., and to submit their fingerprints to the Oklahoma Bureau of Investigation (OSBI) for a criminal records check. Completion of said criminal records check is the sole responsibility of vendor and is to be financed at vendor's expense. Facility access credentials shall only be issued by CLEET to a member of vendor's personnel once a copy of said personnel member's photo ID and notice from vendor that the personnel member's criminal records check has been completed and approved by vendor have been received.

2.4. CLEET shall have the right to require in writing, the food vendor to remove at any level, any employee, CLEET deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment is deemed by CLEET to be contrary to CLEET's interest.

2.5. Employees of the food vendor shall be suitable by reason of training, appearance, and habits for working on CLEET premises.

2.6. The food vendor will be required to see that all employees dress in proper, mutually acceptable, clean and sanitary clothing. All personnel must be identifiable (i.e., id badge, uniform).

2.7. Food service personnel must include a food service manager with a minimum of three years experience in a food service setting, comparable to CLEET's demand, who will direct all functions of the operation.

2.8. Personnel shall be knowledgeable in use of kitchen equipment.

2.9. There shall be sufficient personnel to clean kitchen, food storage area, and food serving and preparation areas.

2.10. The food vendor shall require that personnel use extra care with sanitation; personal health and hygiene; and safety in the dining, serving and food preparation areas.

2.11. The use of tobacco and tobacco products is prohibited on CLEET's campus per Oklahoma Statute Title 63, Section 1-1523.

2.12. The food vendor shall provide initial and ongoing training to employees with regards to use of equipment, safety and health in food handling.

2.13. Employee training records shall be made available to CLEET upon request.

2.14. Food vendor's employees will strictly adhere to CLEET campus regulations including personal behavior.

3. MEAL PLANNING

3.1. The food vendor shall submit all menus to CLEET's representative/contact one week in advance of service.

3.2. The Food vendor shall conduct student surveys and meet with representatives of CLEET on a regular basis and shall be willing to implement any needed changes.

3.3. Menus shall be published and posted in the cafeteria.

4. GENERAL FOOD PROGRAM

4.1. Because of CLEET's diligence in making any changes necessary to meet the training needs of the State of Oklahoma law enforcement, food vendor must be flexible to changes regarding schedule and number of meals served.

4.2. The food vendor must provide a food service program that will establish well-balanced and nutritious meals. Vendor must demonstrate the ability to provide a food service program that will establish a balance between complete well-balanced and nutritious meals and the serving of foods that are favored by students, by providing sample menus for a two week period.

4.3. CLEET will work closely with the food vendor in developing menu patterns that will address both of these considerations.

4.4. The food vendor must serve sufficient portions to satisfy the students. CLEET reserves the right to require that portions be increased if CLEET determines those portions are too small or inadequate to meet the needs of the students (see Exhibit 06: Mandatory Food Specifications, Addendum A, A.1.2.).

4.5. The food vendor shall provide a wide variety of nutritious food served in an appetizing manner, creating a pleasant atmosphere that encourages socializing. The food shall be of good taste, of above average quality and in an adequate quantity, and at a fair and equitable cost to the state.

5. MENU PLANNING/MODIFIED MEAL PLAN

5.1. When requested in advance by CLEET, the food vendor shall provide box lunches or modified menus and adjust serving hours for students required to participate in CLEET programs.

5.2. Variety, nutrition and economy are important factors in this contract.

5.2.1. Breakfast should consist of; for example, bacon, sausage or ham, scrambled or fried eggs, pancakes or waffles, cold or hot cereal and toast with a small variety of fruit on salad bar.

5.2.2. Lunch should be a somewhat lighter fare than dinner and may consist of for example; choice of two meat dishes such as lasagna and enchiladas with a simple salad bar, or a full salad bar with chicken and tuna salads, or it could also consist of a soup and sandwich bar, or hamburgers and french-fries with simple salad bar.

5.2.3. Dinner should provide a choice of at least two meats, two to three vegetable choices including potatoes and a dinner salad and bread.

5.3. The food vendor and CLEET may agree to offer a modified meal plan on certain occasions. This plan could consist of such options as; a sandwich bar, a soup and salad bar, pizza, sack lunch, etc. This menu might not require a full-kitchen staff or could require, depending on circumstances, off site preparation.

5.4 Reasons for modified meal plan are:

5.4.1. No basic academy in progress.

5.4.2. On Saturday and Sunday if training is scheduled.

5.4.3. During Evening Training and Skills Training (Night Fire, Patrol Block, etc.)

5.4.4. If /when Training schedule and meal options are adjusted.

5.4.5. Loss of utility service, electricity, water etc.

5.4.6. Budgetary Demands

6. FOOD QUANTITY AND QUALITY

6.1. See Exhibit 06: Mandatory Food Specifications, Addendum A., for specifications for quantity and quality of food to be used in meal preparation to fulfill this contract.

7. SNACKS

7.1. Vending machines are placed at the facility by State-Use Vendors in the areas designated for vending machines, dormitory areas and other areas of the campus. Vendor shall not duplicate any item or service provided by State Use Vendor.

7.2. The snack bar is for manual services only. No vending machines are allowed. If provided, the food vendor shall provide equipment, supplies, and personnel for this service.

7.3. The food vendor may provide a snack bar to be served on a cash basis during normal hours of operation only if a State Use Vendor or the Department of Rehabilitative Services Business Enterprise Program is unable or unwilling to perform this service.

8. HOURS OF OPERATION

8.1. The following hours for food service shall be maintained, as a minimum, during serving days throughout the contract period unless otherwise specified by CLEET:

Tuesday through Thursday	
Breakfast	7:00 a.m. – 8:30 a.m.
Lunch	11:30 a.m. - 1:00 p.m.
Dinner	5:30 p.m. - 7:00 p.m.
Friday	
Breakfast	7:00 a.m. - 8:30 a.m.
Lunch	11:30 a.m. - 1:00 p.m.
Dinner	Box Dinner

9. BILLING

9.1. CLEET shall provide a roster of basic academy students, one week in advance of the start of the academy, who are eligible for meals to be paid by CLEET. An updated roster can be requested at any time during the academy.

9.2. CLEET will pay for volunteer adjunct instructor's meals.

9.3. Vendor must provide a list of adjunct instructors, and each adjunct instructor must sign for their meal. This list must be provided with vendor's regular invoice.

9.4. Academy student meals will be paid by CLEET while others, including continuing education students, paid instructors, staff and guests meals, will be the responsibility of the individual.

9.5. The food vendor shall bill CLEET on a regular schedule either weekly, bi weekly or monthly, this shall be agreed upon after award of the contract.

9.6. The bill shall be accompanied by a student roster initialed by student verifying how many meals actually were served, which were pre approved by CLEET.

9.7. The food vendor shall bill CLEET based on the weekly count for the basic academy, using the rate food vendor proposed for that daily number in the sliding scale found in Exhibit 02: Pricing.

9.8. The food vendor will provide the adequate number of cash registers and checkout lines to serve clientele.

9.9. The food vendor shall determine the method of payments accepted for individuals and entities paying directly for meals. (meal ticket, cash, etc.)

9.10. The food vendor shall make payment arrangements directly with other agencies or entities utilizing CLEET cafeteria vendor services for direct payment of meals.

9.11. The food vendor will bill CLEET separately for activities other than the basic academy meals, such as catering refreshments for meetings, graduation receptions, and dinners for special conferences held by CLEET.

10. CATERING SPECIAL EVENTS

10.1. The food vendor may be required to provide refreshments at special functions including but not limited to; meetings and receptions. The vendor shall propose a “per person” price for two levels; meetings and receptions.

10.2. The type of refreshment and service shall be agreed upon by CLEET’s designated representative(s) and the Food Service Manager prior to the event.

10.3. The price per person will be proposed with vendor’s food service proposal.

10.4. Reception refreshments shall include an assortment of cookies, along with coffee (regular and decaf), water and punch. There must be at least one sugar free food selection and there shall be no packaged foods. All refreshments shall be served and presented in an attractive manner.

10.5. Catering for event refreshments will require the caterer to provide coverings and skirts and any decorations for the serving tables in the cafeteria. Those tables available will be, 30”x 60” or 60” round.

10.6. Caterer must provide items such as paper or plastic cups and paper plates, napkins, and plastic service if used for these occasions.

10.7. The Caterer must remove all items of service and leftovers the evening of the occasion as soon as it is deemed the occasion is over which is usually by 4:30 P.M.

10.8. Pricing shall be on a per person basis.

10.9. Outside pricing will be arranged between food vendor and outside parties.

10.10 All requests made to the food service provider for special serving arrangements and other uses of the specified provisions of this contract must be approved prior to the event by CLEET's designated representative(s) with an understanding of payment arrangements and the service to be provided must be within the scope of this contract.

10.11 Menus for these occasions must be approved by CLEET's designated representative(s).

11. FOOD SERVICE FACILITY

11.1. CLEET shall provide an area on the first floor of building "D", adjacent to the dining hall, which shall be used as the kitchen, food storage and serving area for the food service. The

kitchen and serving area shall serve as the primary food preparation, cooking and serving area for this food service operation.

11.2. The food vendor may augment such preparation and cooking in a manner agreeable to CLEET, but the site indicated herein shall serve as the kitchen for this food service.

11.3. CLEET shall provide an office area for the food manager and access to the internet.

11.4. CLEET shall provide tables and chairs for the food service operations.

11.5. CLEET shall use the dining areas regularly for purposes other than eating, and will not impede the food vendor from providing the agreed-upon food service.

11.6. Food vendor will not be responsible for cleaning any area when event or use is not related to food vendor.

11.7. CLEET will furnish the food vendor with utilities necessary for operating the cafeteria area.

11.8. CLEET does not guarantee an uninterrupted supply of utility services, and CLEET shall not be liable to the food vendor or to others for any loss, damage, cost or expense which may result from the interruption of or failure of utility services.

11.9. The freezers will be connected to a backup generator provided by CLEET.

11.10. In the event of interruption of utility service, the food vendor shall make alternate arrangements for food service.

11.11. Such arrangements must be approved by CLEET and may include off-site preparation of food, sack lunches or other arrangements necessary to maintain CLEET schedules.

12. EQUIPMENT

12.1. The CLEET facility kitchen is equipped with the basic large equipment items (i.e. walk-in freezer, stove, griddle, etc). A complete list of equipment specifications provided by CLEET is available upon request. Small vendor items such as; soft drink dispensers, juice machines, etc., will be furnished by the food vendor or food vendor supplier.

12.2. The food vendor will keep all kitchen equipment, kitchenware and appliances clean, maintained and in good condition in accordance with manufacturer specifications.

12.3. The food vendor shall be responsible for repair or replacement of equipment damaged as a result of failure to properly clean, maintain or improper use of appliances and equipment.

12.4. At the expiration of the contract, the food vendor will return CLEET's property in as good condition as it was at the beginning of the contract period, ordinary wear and tear and loss or damage by Act of God excepted.

12.5. Items of equipment owned by CLEET, and covered by effective warranty, will be replaced or repaired by CLEET in a reasonable manner.

12.6. A joint inventory of CLEET property will be made upon award of the contract and within thirty (30) days of the end of the contract period by representatives of the Food vendor and CLEET.

12.7. Following the inventory referenced above, vendor will replace, repair, or correct any damage to any items owned by CLEET.

13. SMALL WARE

13.1. The CLEET kitchen has been equipped with small wares and cookware necessary to/for the preparation and serving of meals. Such items include, but are not limited to, flatware, plates, bowls, saucers, trays, pots, pans, utensils, etc.

13.2. An inventory count will be performed at the beginning of the food vendor contract and CLEET will purchase any items that the food vendor deems and CLEET agrees is necessary to be added to the inventory of small wares and cookware.

13.3. The food vendor will be responsible at the food vendor's expense for maintaining the initial inventory level throughout and at the termination of the contract period.

13.4. Any replacement of inventory items must match the initial inventory purchased or a pattern approved by CLEET.

13.5. All items in this small ware inventory and replacement items will be the property of CLEET.

13.6. The food vendor shall utilize appropriate serving pieces for all areas of the food service, including the salad bar. For example, items such as fresh salad should be served with tongs, not spoons.

13.7. Nothing in this contract shall prevent the food vendor from providing and using specific small wares and cookware, in addition to those furnished by CLEET. That additional small ware will remain the property of the food vendor.

13.8. Upon award of the contract a joint inventory of CLEET small wares will be made and within thirty (30) days of the end of the contract period by representatives of the food vendor and CLEET.

13.9. An annual joint inventory of small wares will be conducted by representatives of the food vendor and CLEET to maintain inventory levels.

13.10. The food vendor will, within ninety (90) days following such inventories, correct any discrepancies.

14. CLEET EQUIPMENT MAINTENANCE AND REPAIR RESPONSIBILITIES

14.1. Cleet shall be responsible for maintenance and repair of cafeteria area building equipment (i.e. roofs, heating, ventilation, and air conditioning equipment).

14.2. Cleaning of exterior of windows and maintenance of grounds and shrubbery, also cleaning of loading dock area and outdoor refuse areas.

14.3. Maintenance and repair of all exterior plumbing lines to and from the cafeteria (downstream from the grease trap).

14.4. Providing of utilities (gas, electricity, water, and sewer) and garbage removal as specified herein.

14.5. Arranging for warranty repairs on appliances, and equipment in the kitchen areas.

14.6. Inspection and maintenance of assemblies subject to operation under pressure described as; All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to electric sources, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels: the Underwriter's Laboratories and/or National Electric Manufacturing Association for gas-operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished.

15. FOOD VENDORS EQUIPMENT MAINTENANCE AND REPAIR RESPONSIBILITIES

15.1. The Food vendor shall be responsible for contracting services for grease removal, and shall maintain a strict grease removal schedule quarterly, to reduce grease odors and ensure there is no grease build up to impede CLEET sewer operation or create a sewer blockage. CLEET shall be informed as these quarterly removal services are performed. Vendor shall be responsible for the clearing of blocked drain lines caused by grease and/or other foreign objects.

15.2. Food vendor shall be responsible for cleaning, and care of all equipment used by vendor according to manufacturer's specifications.

15.3. Vendor will be responsible for maintenance and repair, including service calls, of equipment used by the food vendor. Vendor shall notify CLEET's designated representative of all equipment repair and show cost of all repair with copy of invoice.

15.4. During the first month of operation the new contracted vendor will report any equipment operation problems and those will be listed and repaired by CLEET. Then after that first month any maintenance and repair needs will be the responsibility of the vendor.

15.5. Upon award of the contract a joint inventory of CLEET's equipment will be made and within thirty (30) days of the end of the contract period by representatives of the food vendor and CLEET.

15.6. An annual joint inventory of equipment will be conducted by representatives of the food vendor and CLEET.

15.7. Vendor will be responsible for insect and rodent control in area designated for use by the food vendor.

15.8. Vendor shall be responsible for contracting biannual cleaning of the vent hoods. CLEET shall be informed as these biannual cleanings are completed.

16. HOUSEKEEPING, SANITATION AND MAINTENANCE

16.1. Due to the possibility that the food vendor could incur health code violations for improperly stored items, cross-contamination of surfaces, etc., vendor will be responsible for cleaning all areas and equipment used to provide food service, and storage of items such as cleaning supplies.

16.2. The food vendor shall conduct a continuing program of employee education and training in cleaning and sanitation procedures, regulations, and standards so as to maintain a high level of employee competency and effectiveness in this critical area of activity.

16.3. The Manager of the food service shall also be designated as Sanitation Officer, and it shall be said Manager's responsibility to maintain the standards of cleanliness prescribed by the State Department of Health and CLEET in the area designated for use by the food vendor.

16.4. In addition to the daily, thorough cleaning of all small wares (flatware, dishes, glassware, etc.), equipment, and areas assigned to the food vendor, manager shall supervise and be responsible for "spot" cleaning during meal periods, i.e., bussing of tables, cleaning of table tops and seating, removal of litter, and mopping of spillage.

16.5. Food vendor shall also be responsible for the thorough cleaning of the entire preparation, service and storage areas after each meal.

16.6. Steam tables, meat grinders, knives, etc. shall be cleaned and sanitized after each meal.

16.7. The food vendor shall return to CLEET, at the expiration of any contract, the food service areas in the same condition as they were received, except for ordinary wear and tear.

16.8. Boxes and containers will be knocked down whenever possible. Refuse shall be placed in container(s) and covered.

16.9. The indoor refuse area shall be washed with a disinfectant solution daily and shall be treated periodically with an insecticide by the food vendor.

16.10. The food vendor shall be responsible for the daily removal of all garbage and trash generated by the food service to the outdoor trash containers provided by CLEET.

16.11. Displays in serving areas will be clean, orderly, replenished and attractive at all times.

16.12. Condiments, napkins, flatware, dishes, etc. shall be frequently replenished to prevent run-outs of these items during serving hours.

16.13. The cleaning of food preparation, storage and service areas shall include, but not be limited to, windows, walls, floors, furniture, equipment and fixtures.

16.14. Floors will be cleaned and finished using the appropriate floor care methods and floor care products recommended by the floor manufacturer as necessary to maintain their appearance.

16.15. All woodwork and walls should be cleaned and/or polished as necessary. All accessible ceiling tiles and air duct grills should be cleaned.

16.16. Dining room tables, beverage counters and food bars will be kept in spotless condition throughout each meal.

16.17. Cooking surfaces of grills, griddles and similar cooking devices will be cleaned after each meal and will be free from encrusted grease deposits and other debris.

Confirmation that Bidder can meet all mandatory requirements: Yes ☒ No ☐

Exhibit 05 – Mandatory Food Specifications

A.1. FOOD SPECIFICATIONS

A.1.1. The food vendor shall adhere to the following specifications in the provision and procurement of raw foods:

A.1.2. Meats (servings of meat entrees shall meet the following weight requirements: solid meat, at least four (4) ounces; casseroles, at least six (6) ounces, except steak, which shall be at least eight (8) ounces).

A.1.3. Beef--all beef cuts will be USDA CHOICE for primal cuts to include round, loin, flank, rib and chuck. No plate or shank cuts will be used. All ground meat and stew meat will be USDA Grade Good. Ground meat to be at least 80% lean and not more than 20% fat without any additives.

Pork--USDA No. 1; cured, smoked and fresh.

Poultry--USDA Grade "A". No processed pressed filament products or turkey rolls are acceptable for sliced turkey or chicken.

Dairy Products

A.1.4. Milk--Grade "A" under 30,000 bacterial count per c.c.

Cream--20% butterfat.

Buttermilk -- 8 1/4 milk solids, minimum.

Whipping Cream--heavy 36% butterfat. Normally, whipped topping and dry milk solids will be used for baking purposes.

Ice Cream--10% butterfat, minimum.

Cheese--U.S. Grade "A" (no non-dairy substitutes or imitation cheese products).

A.1.5. Beverages other than milk.

Coffee--grade "1" no soluble used.

Tea--orange pekoe and pekoe.

A.1.6. Canned Fruits and Vegetables.

USDA Grade "A" or USDA Fancy only. Upon a simple inspection, no dented cans, cans with swollen tops or bottoms or cans with rusted tops or bottoms will be allowed on the food vendor's shelves.

A.1.7. Fresh and Frozen Fruits and Vegetables shall be of good quality and in perfect condition.

Condiments--USDA Grade "A".

Miscellaneous Groceries—Good quality .

Fish --Fresh and Frozen--Grade "A" where grade exists.

Eggs--Grade "A" fresh. No storage eggs will be used. All other foodstuffs must be of comparable quality. Medium size or better.

A.1.8. No "extenders" shall be used.

All food served will be wholesome and free from spoilage and decay. Uncooked items, such as fresh fruits, will be clean and free from blemish. All foods will, when served, be attractive in appearance and correct in temperature and consistency. They will all be crisp, moist, dry, and tender as may be appropriate in each case.

Confirmation that Bidder can meet all mandatory food specifications: Yes ☒ No ☐

ATTACHMENT B



OKLAHOMA
Office of Management
& Enterprise Services

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a contract document in connection with the contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise Services.

In addition to other terms contained in an applicable contract document, supplier and state agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the contract without the state's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the contract, supplier shall contact the state.
- 1.2** At no time during the performance of the contract shall the supplier have the authority to obligate any customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded contract amount. Likewise, supplier is not entitled to compensation for a product or service provided by or on behalf of supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any contract renewal, the state shall subjectively consider the value of the contract to the state, the supplier's performance under the contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of contract documents to determine validity with current state and other applicable statutes and rules; b) current pricing and discounts offered by supplier; and c) current products, services and support offered by supplier. If the state determines changes to the contract are required as a condition precedent to renewal, the state and supplier will cooperate in good faith to evidence such required changes in an amendment. Further, supplier may request a price increase no more than once per contract year by submitting a request to OMES Central Purchasing (CP) at least 30 days prior to the end of the then current term. OMES CP will take requests to increase price into account up to but not exceeding the [U.S. Bureau of Labor Statistics Consumer Price Index \(CPI\)](#) percentage change rates for the current calendar year in which the price increase request is made. OMES reserves the right to refuse such price increases at our sole discretion. A price increase will not be effective until approved in writing by the category manager.
- 1.4** The state may extend the contract for 90 days beyond a final renewal term at the contract compensation rate for the extended period. If the state exercises such option to extend 90 days, the state shall notify the supplier in writing prior to contract end date. The state, at its sole option and to the extent allowable by law, may choose to exercise subsequent 90-day extensions at the contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new supplier.
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, supplier shall maintain its supplier registration with the state as a precondition to renewal of the contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the state until the contract is effective.
- 2.2** Contract documents shall be read to be consistent and complementary. Any conflict among the contract documents shall be resolved by giving priority to contract documents in the following order of precedence:
 - A.** Any amendment.

- B. Terms contained in this contract document.
- C. Any contract-specific state terms that include, without limitation, information technology terms and terms specific to a statewide contract or a state agency contract.
- D. Any applicable solicitation.
- E. Any successful bid as may be amended through negotiation and to the extent the bid does not otherwise conflict with the solicitation or applicable law.
- F. Any statement of work, work order or other mutually agreed contract documents.

2.3 If there is a conflict between the terms contained in this contract document or in contract-specific terms and an agreement provided by or on behalf of supplier including but not limited to linked or supplemental documents which alter or diminish the rights of customer or the state, the conflicting terms provided by supplier shall not take priority over this contract document or acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an amendment.

2.4 Any contract document shall be legibly written in ink or typed. All contract transactions, and any contract document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of contract Terms and contract documents

- 3.1** The contract may only be modified, amended, or expanded by an amendment. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the supplier, is a material breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written contract modification, shall be void and without effect and the supplier shall not be entitled to any claim under the contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract.
- 3.2** Any additional terms on an ordering document provided by supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the supplier or by a customer other than OMES in connection with an acquisition.
- 3.3** Except for information deemed confidential by the state pursuant to applicable law, rule, regulation, or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, no contract document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this contract or expand the state's or customer's liability or reduce the rights of customer or the state. If supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.5** To the extent any term or condition in any contract document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United states law or regulation, such term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, the state or customer makes no representation or warranty regarding the enforceability of such term or condition and the state or customer does not waive the applicable Oklahoma and/or United states law or regulation which conflicts with the term or condition.

4 Definitions

In addition to any defined terms set forth elsewhere in the contract, the Oklahoma Central Purchasing Act and OAC Title 260, the parties agree that, when used in the contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the contract.
- 4.2 Amendment** means a mutually executed, written modification to a contract document.

- 4.3 **Bid** means an offer a bidder submits in response to the solicitation.
- 4.4 **Bidder** means an individual or business entity that submits a bid in response to the solicitation.
- 4.5 **Contract** means the written, mutually agreed and binding legal relationship resulting from the contract documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the contract.
- 4.6 **Customer** means the governmental entity receiving goods or services contemplated by the contract.
- 4.7 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the state and may also result in cancellation of existing contracts with the state.
- 4.8 **Destination** means delivered to the receiving dock or other point specified in the applicable contract document.
- 4.9 **Governmental entity** means any governmental entity specified as a political subdivision of the state pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.
- 4.10 **Indemnified parties** means the state and customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.11 **Inspection** means examining and testing an acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the acquisition meets contract requirements.
- 4.12 **Moral rights** means any and all rights of paternity or integrity of the work product and the right to object to any modification, translation or use of the work product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.13 **OAC** means the Oklahoma Administrative Code.
- 4.14 **OMES** means the Office of Management and Enterprise Services.
- 4.15 **Solicitation** means the document inviting bids for the acquisition referenced in the contract and any amendments thereto.
- 4.16 **State** means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency or other unit of the government of the State of Oklahoma.
- 4.17 **Supplier** means the bidder with whom the state enters into the contract awarded pursuant to the solicitation or the business entity or individual that is a party to the contract with the state.
- 4.18 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a supplier from inclusion on the supplier list; be eligible to submit bids to state agencies and be awarded a contract by a state agency subject to the Oklahoma Central Purchasing Act.
- 4.19 **Supplier confidential information** means certain confidential and proprietary information of supplier that is clearly marked as confidential and agreed by the state purchasing director or customer, as applicable, but does not include information excluded from confidentiality in provisions of the contract or the Oklahoma Open Records Act.
- 4.20 **Work product** means any and all deliverables produced by supplier under a statement of work or similar contract document issued pursuant to this contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web

sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works); (ii) trademarks, service marks, trade dress, trade names, logos or other indicia of source or origin; (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how; (iv) domain names; (v) any copies and similar or derivative works to any of the foregoing; (vi) all documentation and materials related to any of the foregoing; (vii) all other goods, services or deliverables to be provided by or on behalf of supplier under the contract; and (viii) all intellectual property rights in any of the foregoing that are or were created, prepared, developed, invented or conceived for the use of benefit of customer in connection with this contract or with funds appropriated by or for customer or customer's benefit (a) by any supplier personnel or customer personnel or (b) any customer personnel who then became personnel to supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356 and 1404, state agencies are exempt from the assessment of state sales, use, and excise taxes. Further, state agencies and political subdivisions of the state are exempt from federal excise taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O. S. § 85.40, all travel expenses of supplier must be included in the total acquisition price.
- 5.3** The price of a product offered under the contract shall include and supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board customer's destination. No additional fees shall be charged by supplier for standard shipping and handling. If customer requests expedited or special delivery, customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection and Acceptance

- 6.1** Any product or service furnished under the contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid purchase card. All orders and transactions are governed by the terms and conditions of the contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the customer. Notwithstanding any other provision in the contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the supplier shall individually, and where specified by supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of 90 days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the supplier shall be repaired or replaced by supplier at no additional cost or expense to the customer if such defect occurs during the warranty period.
Any product to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the customer at destination. The customer assumes no responsibility for a product until accepted by the customer. Title and risk of loss or damage to a product shall be the responsibility of the supplier until accepted. The supplier shall be responsible for filing, processing and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-1, payment for an acquisition does not constitute final acceptance of the acquisition. If subsequent inspection affirms that the acquisition does not meet or exceed the specifications of the order or that the acquisition has a latent defect, the supplier shall be notified as soon as is reasonably practicable. The supplier shall retrieve and replace the acquisition at supplier's expense or, if unable to replace, shall issue a refund to customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a contract document. Failure to deliver timely may result in liquidated damages as set forth in the applicable contract document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, supplier shall provide staff who are sufficiently experienced and able to perform with respect to any transitional services provided by supplier in connection with termination or expiration of the contract.
- 6.4** Product warranty and return policies and terms provided under any contract document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the contract in accordance with 74 O.S. § 85.44B, which requires that payment be made only after products have been provided and accepted or services rendered and accepted.
- The following terms additionally apply:
- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
 - B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
 - C.** Payment of all fees under the contract shall be due net 45 days. Payment and interest on late payments are governed by 62 O.S. § 34.72. Such interest is the sole and exclusive remedy for late payments by a state agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
 - D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
 - E.** If an overpayment or underpayment has been made to supplier any subsequent payments to supplier under the contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to supplier.
 - F.** Supplier shall have no right of set off.
 - G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six months after the end of the fiscal year in which the goods are provided or services performed.
 - H.** The supplier shall accept payment by purchase card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this contract, supplier shall procure at its own expense and provide proof of insurance coverage with the applicable liability limits set forth below, and any approved subcontractor of supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the customer if services will be provided by any of supplier's employees, agents or

subcontractors at any customer premises and/or if employer vehicles will be used in connection with performance of supplier's obligations under the contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, supplier shall ensure each insurance policy includes a notice of cancellation and includes the state and its agencies as certificate holder and shall promptly provide proof to the state of any renewals, additions or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the contract is a continuing obligation until supplier has no further obligation under the contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for commercial general liability, auto liability and employers' liability. Unless agreed between the parties and approved by the state purchasing director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' compensation and employer's liability insurance in accordance with and to the extent required by applicable law.
- B. Commercial general liability insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than 2,000,000 per occurrence.
- C. Automobile liability insurance with limits of liability of not less than \$2,000,000 combined single limit each accident.
- D. If the supplier will access, process or store state data, then security and privacy liability insurance, including coverage for failure to protect confidential information and failure of the security of supplier's computer systems that results in unauthorized access to customer data with a limit of not less than \$5,000,000 per occurrence.
- E. Additional coverage required in writing in connection with a particular acquisition.

8.2 Supplier shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to supplier or supplier's employees, agents and subcontractors of whatever kind, in connection with the contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither customer nor the state shall be liable to the supplier, supplier's employees, agents or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a state or customer employee.

8.3 Supplier agrees to indemnify customer, the state and its employees, agents, representatives, contractors and assignees for any and all liability, actions, claims, demands or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or workers' compensation in connection with its performance under the contract.

9 Compliance With Applicable Laws

9.1 As long as supplier has an obligation under the terms of the contract and in connection with performance of its obligations, the supplier represents its present compliance, and shall have an ongoing obligation 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 set forth at 41 U.S.C. § 81.
- B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans.
- C. Prospective participant requirements set at 2 CFR part 376 in connection with Debarment, Suspension and other responsibility matters.
- D. 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act of 1990.
- E. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 CFR Part 93.

- F.** Requirements of IRS Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein).
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F § 200.500 et seq. with approval and work paper examination rights of the applicable procuring entity.
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System, defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at e-verify.gov.
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.
 - J.** Be registered as a business entity licensed to do business in the state, have obtained a sales tax permit, and be current on franchise tax payments to the state, as applicable.
- 9.2** The supplier's employees, agents and subcontractors shall adhere to applicable customer policies including but not limited to acceptable use of internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the supplier shall adhere to the [State of Oklahoma Information Security Policy, Procedures and Guidelines](#) set forth at e-verify.gov. Supplier is responsible for reviewing and relaying such policies covering the above to the supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to customer, the supplier shall maintain all applicable licenses and permits required in association with its obligations under the contract.
- 9.4** In addition to compliance under subsection 9.1 above, supplier shall have a continuing obligation to comply with applicable customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5** The supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the contract of the supplier's obligations under the contract and supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the contract. At the request of the state, supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the contract.
- 9.6** As applicable, supplier agrees to comply with the governor's executive orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the state, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the state.
- 9.7** The execution, delivery and performance of the contract and any ancillary documents by supplier will not, to the best of supplier's knowledge, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of any written contract or other instrument between supplier and any third party.
- 9.8** Supplier represents that it can pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving supplier has been disclosed in writing to the state and supplier is not aware of any other litigation, claim or threat thereof.

- 9.10** If services provided by supplier include delivery of an electronic communication, supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with state standards regarding accessibility. Should any communication or associated support documents be noncompliant, supplier shall correct and redeliver such communication immediately upon discovery or notice, at no additional cost to the state. Additionally, as part of compliance with accessibility requirements where documents are only provided in nonelectronic format, supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the state.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. § 203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or state agency or governing entity of a customer shall have the right to examine and audit, at no additional cost to a customer, all records relevant to the execution and performance of the contract except, unless otherwise agreed, costs of supplier that comprise pricing under the contract.
- 10.2** The supplier is required to retain records relating to the contract for the duration of the contract and for a period of seven years following completion or termination of an acquisition unless otherwise indicated in the contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. § 85.41, if professional services are provided hereunder, all items of the supplier that relate to professional services are subject to examination by the state agency, state auditor and inspector, and the state purchasing director.

11 Confidentiality

- 11.1** The supplier shall maintain strict security of all state and citizen data and records entrusted to it or to which the supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations, and policies and shall use any such data and records only as necessary for supplier to perform its obligations under the contract. The supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. The supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without customer's prior express written permission. Supplier shall instruct all such persons and entities that confidential information shall not be disclosed or used without the customer's prior express written approval except as necessary for supplier to render services under the contract. The supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.
- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to state and citizen data and records to fulfill supplier's duties and obligations under the contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any state or citizen data or records except as required by law or allowed by written prior approval of the customer.
- 11.3** Supplier shall immediately report to the customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees,

officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonably should have knowledge. The supplier shall also promptly furnish to customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the customer in investigating or preventing the reoccurrence of such event in the future. The supplier shall cooperate with the customer in connection with any litigation and investigation deemed necessary by the customer to protect any state or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of state or citizen data or records including but not limited to credit monitoring services with a term of at least three years, all notice-related costs and toll free telephone call center services.

- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of state or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any state data or records to others may cause immediate and irreparable harm to the customer and certain beneficiaries and may violate state or federal laws and regulations. If the supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the contract, the customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6** The supplier shall immediately forward to the state purchasing director, and any other applicable person listed in the Notices section of the contract, any request by a third party for data or records in the possession of the supplier or any subcontractor or to which the supplier or subcontractor has access and supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to supplier's confidential information. State agencies are subject to the Oklahoma Open Records Act and supplier acknowledges information marked confidential will be disclosed to the extent permitted under the Open Records Act and in accordance with this contract.
- 11.8** Except for information deemed confidential by the state pursuant to applicable law, rule, regulation or policy, the parties agree contract terms and information are not confidential and are disclosable without further approval of or notice to the supplier.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the state. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the state, its employees or any other third-party individual or entity awarded a contract with the state. Further, as long as the supplier has an obligation under the contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the state. Any conflict of interest shall, at the sole discretion of the state, be grounds for partial or whole termination of the contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the contract may not be assigned or transferred to any other person or entity without the prior written consent of the state which may be withheld at the state's sole discretion. Should supplier assign its rights to payment, in whole or in part, under the contract, supplier shall provide the state and all affected customers with written notice of the assignment. Such written

notice shall be delivered timely and contain details sufficient for affected customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the contract may be assigned by supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the supplier, or a sale of all or substantially all of the assets of the supplier to which the contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the supplier as fully as if it had been originally made a party to the contract. Supplier shall give the state and all affected customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the supplier is permitted to utilize subcontractors in support of the contract, the supplier shall remain solely responsible for its obligations under the terms of the contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the supplier, the supplier shall obtain written approval of the state of such subcontractor and each employee, as applicable to a particular acquisition, of such subcontractor proposed for use by the supplier. Such approval is within the sole discretion of the state. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the supplier shall provide a copy of a written agreement executed by the supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the supplier under the terms of all applicable contract documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the state of any subcontractor and associated employees shall be a continuing obligation. The state further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the contract shall be made directly to the supplier, except as provided in 13.1 above regarding the supplier's assignment of payment. No payment shall be made to the supplier for performance by unapproved or disapproved employees of the supplier or a subcontractor.

13.5 Rights and obligations of the state or a customer under the terms of this contract may be assigned or transferred, at no additional cost, to other customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the state in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the state. The costs of additional background checks beyond supplier's normal hiring practices shall be the responsibility of the customer unless such additional background checks are required solely because supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, supplier shall pay for the additional background checks. Supplier will coordinate with the state and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the supplier who will be providing services under the contract not be acceptable as a result of the background check or criminal history investigation, the customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or service.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by

supplier under the contract infringes that party's patent, intellectual property, copyright or other property right, supplier shall enable each affected customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or reperform or redeliver in the case of a service, with at least a functional noninfringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the supplier determines that none of these alternatives are reasonably available, the state shall return such portion of the product or deliverable at issue to the supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by supplier.

16 Indemnification

16.1 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the state shall not be given, pledged or loaned to any individual, company, corporation, association, municipality or political subdivision of the state pursuant to Okla. Const. art. 10, § 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

16.2 Acts or Omissions

- A.** Supplier shall defend and indemnify the indemnified parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of or resulting from any action or claim for bodily injury, death or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the supplier or its agents, employees, or subcontractors in the execution or performance of the contract.
- B.** To the extent supplier is found liable for loss, damage or destruction of any property of customer due to negligence, misconduct, wrongful act or omission on the part of the supplier, its employees, agents, representatives or subcontractors, the supplier and customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to and is payable by supplier 60 days after the date of supplier's receipt of an invoice for the negotiated settlement amount.

16.3 Infringement

Supplier shall indemnify the indemnified parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with supplier's breach of its representations and warranties in the contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) customer's or user's content; (b) modifications by customer or third party to a product delivered under the contract or combinations of the product with any nonsupplier-provided services or products unless supplier recommended or participated in such modification or combination; (c) use of a product or service by customer in violation of the contract unless done so at the direction of supplier, or (d) nonsupplier product that has not been provided to the state by, through or on behalf of supplier as opposed to its combination with products supplier provides to or develops for the state or customer as a system.

16.4 Notice and Cooperation

In connection with indemnification obligations under the contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any customer affected by the claim will reasonably cooperate with supplier and defense of the claim to the extent its interests are aligned with supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against indemnified parties that are not a state agency, where relief against the indemnified parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the contract.

16.5 Coordination of Defense

In connection with indemnification obligations under the contract, when a state agency is a named defendant in any filed or threatened lawsuit, the defense of the state agency shall be coordinated by the attorney general of Oklahoma, or the attorney general may authorize the supplier to control the defense and any related settlement negotiations; provided, however, supplier shall not agree to any settlement of claims against the state without obtaining advance written concurrence from the attorney general. If the attorney general does not authorize sole control of the defense and settlement negotiations to supplier, supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the contract and shall remain responsible to indemnify the applicable indemnified parties.

16.6 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the contract, neither the state nor any customer shall be liable to supplier for lost profits, lost sales or business expenditures, investments or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the contract, no provision shall limit damages, expenses, costs, actions, claims and liabilities arising from or related to property damage, bodily injury or death caused by supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the contract will apply regardless of whether customer has accepted a product or service. The parties agree that supplier has set its fees and entered into the contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

17.1 Notwithstanding anything to the contrary in any contract document, the state may terminate the contract in whole or in part if funds sufficient to pay obligations under the contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, supplier will be provided at least 15-day written notice of termination. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated. The determination by the state of insufficient funding shall be accepted by, and shall be final and binding on, the supplier.

17.2 Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been

accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded.

- 17.3** The state's exercise of its right to terminate the contract under this section shall not be considered a default or breach under the contract or relieve the supplier of any liability for claims arising under the contract.

18 Termination for Cause

- 18.1** Supplier may terminate the contract if (i) it has provided the state with written notice of material breach, and (ii) the state fails to cure such material breach within 30 days of receipt of written notice. If there is more than one customer, material breach by a customer does not give rise to a claim of material breach as grounds for termination by supplier of the contract as a whole. The state may terminate the contract in whole or in part if (i) it has provided supplier with written notice of material breach, and (ii) supplier fails to cure such material breach within 30 days of receipt of written notice. Any partial termination of the contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that are not terminated.
- 18.2** The state may terminate the contract in whole or in part immediately without a 30-day written notice to supplier if (i) supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract; (ii) supplier's material breach is reasonably determined to be an impediment to the function of the state and detrimental to the state or to cause a condition precluding the 30-day notice; or (iii) when the state determines that an administrative error in connection with award of the contract occurred prior to contract performance.
- 18.3** The state may terminate the contract if the scope includes public relations (PR) vendor services and the supplier, or supplier's employee, violate the lobbying clause. PR vendor services is defined to include a contract for public relations, marketing or communication services. The state may immediately terminate the contract with no more than a 10-day notice under this section.
- 18.4** Upon receipt of notice of a termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.
- 18.5** The supplier's repeated failure to provide an acceptable product or service; supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a customer's rights or obligations under the contract (except as required by a governmental authority); actual or anticipated failure of supplier to perform its obligations under the contract; supplier's inability to pay its debts when due; assignment for the benefit of supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of supplier shall constitute a material breach of the supplier's obligations, which may result in partial or whole termination of the contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure

to adhere to the contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-1 is an example.

19 Termination for Convenience

- 19.1** The state may terminate the contract, in whole or in part, for convenience if it is determined that termination is in the state's best interest. In the event of a termination for convenience, supplier will be provided at least a 30-day written notice of termination. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory nor to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees that are unused when the contract or certain obligations are terminated shall be refunded. Termination of the contract under this section, in whole or in part, shall not relieve the supplier of liability for claims arising under the contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to suspension without advance notice and may additionally be suspended from activities under the contract if supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to supplier's performance or obligations under the contract.
- 20.2** Upon receipt of a notice pursuant to this section, supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by supplier, the suspension does not relieve an obligation to pay for the product or service, but there shall not be any liability for further payments ordinarily due under the contract during a period of suspension or suspended activity or for any damages or other amounts caused by or associated with such suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to supplier in the form of prepaid fees attributable to a period of suspension or suspended activity shall be refunded.
- 20.3** Such suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such a resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by supplier with respect to debarment, suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the contract. A determination that supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the contract for supplier's default. Additionally, supplier shall promptly provide written notice to the state purchasing director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding state Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while

employed by the state shall be employed or given anything of value to fulfill any services provided under the contract.

23 Force Majeure

- 23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.
- 23.2** Subject to the conditions set forth above, nonperformance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of customer. Supplier is not entitled to payment for products or services not received; therefore, amounts payable to supplier during the force majeure event shall be equitably adjusted downward.
- 23.3** Notwithstanding the foregoing or any other provision in the contract, (i) the following are not a force majeure event under the contract: (a) shutdowns, disruptions or malfunctions in supplier's system or any of supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to supplier's systems or (b) the delay or failure of supplier or subcontractor personnel to perform any obligation of supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (ii) no force majeure event modifies or excuses supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with supplier's performance under the contract, supplier may have access to customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment and other property of customer.

Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of customer property in its possession, regardless of cause. If supplier fails to comply with customer's security requirements, supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any contract document shall be in writing, reference the contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the contract and the designated supplier contact provided in a successful bid, notices shall be sent to the state at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the contract, confidentiality, breach and termination-related notices shall not be delivered solely via email.

If sent to the state:

OMES Central Purchasing, Attn: State Purchasing Director
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

OMES Central Purchasing, Attn: Deputy General Counsel
2401 N. Lincoln Blvd., Oklahoma City, OK 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the contract documents, in the singular or in the aggregate, shall be governed by the laws of the state without regard to application of choice of law principles. Pursuant to 74 O.S. § 85.7(F), where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the state. Venue for any action, claim, dispute or litigation relating in any way to the contract documents, shall be in Oklahoma County, Oklahoma. The state expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, statutes of limitations.

26.2 Employment Relationship

The contract does not create an employment relationship. Individuals providing products or performing services pursuant to the contract are not employees of the state or customer and accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.3 Transition Services

If transition services are needed at the time of contract expiration or termination, supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of supplier.

26.4 Publicity

The existence of the contract or any acquisition is in no way an endorsement of supplier, the products or services and shall not be so construed by supplier in any advertising or publicity materials. Supplier agrees to submit to the state all advertising, sales, promotion and other publicity matters relating to the contract wherein the name of the state or any customer is mentioned or language used from which, in the state's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion or publicity matter or release any informational pamphlets, notices, press releases, research reports or similar public notices concerning the contract or any acquisition hereunder without obtaining prior written approval of the state.

26.5 Open Records Act

Supplier acknowledges that all state agencies and certain other customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. § 24A-1 et seq. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the act is required. Nothing herein is intended to waive the state purchasing director's authority under OAC 260:115-3-9 in connection with bid information requested to be held confidential by a bidder.

Notwithstanding the foregoing, supplier confidential information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of supplier confidential information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) pricing provided to the state. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of supplier confidential information, provided that the customer provides reasonable written notice, pursuant to contract notice provisions, to the supplier so that the supplier may promptly seek a protective order or other appropriate remedy.

26.6 Failure to Enforce

Failure by the state or a customer at any time to enforce a provision of or exercise a right under the contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any contract document, or any part thereof, or the right of the state or a customer to enforce any provision of or exercise any right under the contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a contract document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the contract.

26.7 Mutual Responsibilities

- A.** No party to the contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without express written consent by the other party.
- B.** The contract is a nonexclusive contract, and each party is free to enter into similar agreements with others.
- C.** The customer and supplier each grant the other only the licenses and rights specified in the contract and all other rights and interests are expressly reserved.
- D.** The customer and supplier shall reasonably cooperate with each other and any supplier to which the provision of a product and/or service under the contract may be transitioned after termination or expiration of the contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent or similar action by a party is required under the contract, such action shall not be unreasonably delayed or withheld.

26.8 Invalid Term or Condition

To the extent any term or condition in the contract conflicts with a compulsory applicable state or United states law or regulation, such contract term or condition is void and unenforceable. By executing any contract document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable state or federal law or regulation which conflicts with the contract or any nonconflicting applicable state or federal law or regulation is not waived.

26.9 Severability

If any provision of a contract document or the application of any term or condition to any party or circumstances is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.10 Section Headings

The headings used in any contract document are for convenience only and do not constitute terms of the contract.

26.11 Sovereign Immunity

Notwithstanding any provision in the contract, the contract is entered into subject to the state's constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the state nor any other right or defense available to the state.

26.12 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar contract documents entered into between the parties under the terms of the contract shall survive contract expiration. Additionally, rights and obligations under the contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the contract.

26.13 Entire Agreement

The contract documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a contract document shall be binding or valid. The supplier's representations and certifications, including any completed electronically, are incorporated by reference into the contract.

26.14 Gratuities

The contract may be immediately terminated, in whole or in part, by written notice if it is determined that the supplier, its employee, agent, or another representative violated any federal, state or local law, rule or ordinance by offering or giving a gratuity to any state employee directly involved in the contract. In addition, suspension or debarment of the supplier may result from such a violation.

26.15 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C
AGENCY TERMS
SOLICITATION EV00000810

1. Performance Bonds

- 1.1. Food vendor is to furnish a ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000) Performance Bond from a surety company authorized to do business in the State of Oklahoma as a guarantee to perform said services in strict accordance to all conditions, specification, etc., of this offer proposal.
- 1.2. Such bond shall be made payable to COUNCIL ON LAW ENFORCEMENT EDUCATION AND TRAINING
- 1.3. A copy of such bond shall be furnished to CLEET's contract manager and will be placed in vendor file.

2. Contract Failure or Default

- 2.1. In the event that the food vendor shall fail to carry out and comply with any of the requirements, conditions and agreements to be performed by it, or to comply with any regulations adopted by CLEET, CLEET may notify the food vendor of such failure or default and demand that the same be remedied within ten (10) days.
- 2.2. In the event of the failure of the food vendor to remedy the same within said period, CLEET shall have the right to cancel and terminate the agreement without further notice, and the food vendor shall forfeit the performance bond.
- 2.3. This agreement shall be terminated in the event the food vendor's firm is dissolved or changes ownership, management or control.
- 2.4. In such cases, the contract will become null and void.
- 2.5. CLEET, in its best interest, and the State of Oklahoma, will adhere to the State of Oklahoma Purchasing Act if such occurrence takes place.
- 2.6. In the event of dissolution, change in ownership, etc., the food vendor shall provide CLEET with sixty (60) days advance notice of occurrence or the likelihood of the occurrence of the same, or shall pay the cost of operations for that interim period up to a maximum of sixty (60) days.

3. Tobacco and Tobacco products on Campus

- 3.1. The use of tobacco and tobacco products is prohibited on CLEET's campus per [Oklahoma Statute Title 63, Section 1-1523.](#)

4. Contract Management

- 4.1. The food service operation must be satisfactory and subject to the approval of CLEET at all times.
- 4.2. A meeting of the food vendor's management and CLEET management shall take place every contract year approximately four weeks prior to the beginning of the fiscal year to determine food service needs for the coming year.
- 4.3. CLEET's designee and the food vendor will evaluate food service activities and make recommendations for improvements in facilities and services. The food vendor and CLEET will work together to improve the food service, reduce waste, reduce costs and improve efficiency of the cafeteria operations.

5. Catering and Facilities

- 5.1. The food vendor shall not sublet any portion of the food service facilities provided by CLEET under this contract, nor shall the food vendor use such facilities for the preparation of food for any person or entity other than CLEET without the express written permission of CLEET.
- 5.2. CLEET retains the right to employ, when appropriate, other catering services.
- 5.3. It is specifically understood that CLEET shall use dining areas occasionally for purposes other than eating and is hereby authorized to do so, provided that such use shall not impede the food vendor from providing the agreed-upon food service.
- 5.4. CLEET shall have the right of access to all food service facilities to inspect the operation thereof, including the work of the food vendor, with respect to the quality and quantity of food served, preparation and serving methods and procedures, sanitary and safety standards, cleanliness, appearance, the conduct of food vendor's employees, operating hours, and general housekeeping and upkeep of premises.
- 5.5. CLEET shall have the right to make reasonable regulations with regard to all such matters concerning the food service operation, and the food vendor agrees to comply with such regulations.
- 5.6. The Food vendor shall provide CLEET with a copy of all health inspections.

6. Taxes, Insurance, Fees, Permits, Claims, Etc.

- 6.1. CLEET, as a state agency, is tax-exempt.
- 6.2. The food vendor will assume full responsibility for payment of all State and Federal taxes for unemployment insurance, old age pensions or other Social Security legislation for all its employees engaged in the performance of the agreement.
- 6.3. The food vendor will, before commencing the operation of this concession, at its own expense, procure Workmen's Compensation and Employer's Liability Insurance.
- 6.4. The food vendor will adhere to the General Terms Attachment B of the State of Oklahoma. Any changes in coverage can be negotiated with CLEET.
- 6.5. Proof of this insurance is to be provided to CLEET's contract manager yearly, to be placed in the food vendor's file.
- 6.6. CLEET's contract manager shall be supplied with proper certificates, for each type insurance coverage yearly, and those will be maintained in vendor file.

- 6.7. In the event that the food vendor shall fail to maintain and keep in force product liability insurance, public liability insurance, property damage insurance, and Workmen's Compensation Insurance, CLEET shall have the right to cancel and terminate the agreement immediately and without notice.



CLEET FOOD SERVICE PROVIDER

RFP NUMBER: EV00000810

ISSUE DATE: December 4, 2025

PROPOSALS DUE: January 8, 2026 @ 3:00PM CST



PREPARED BY:
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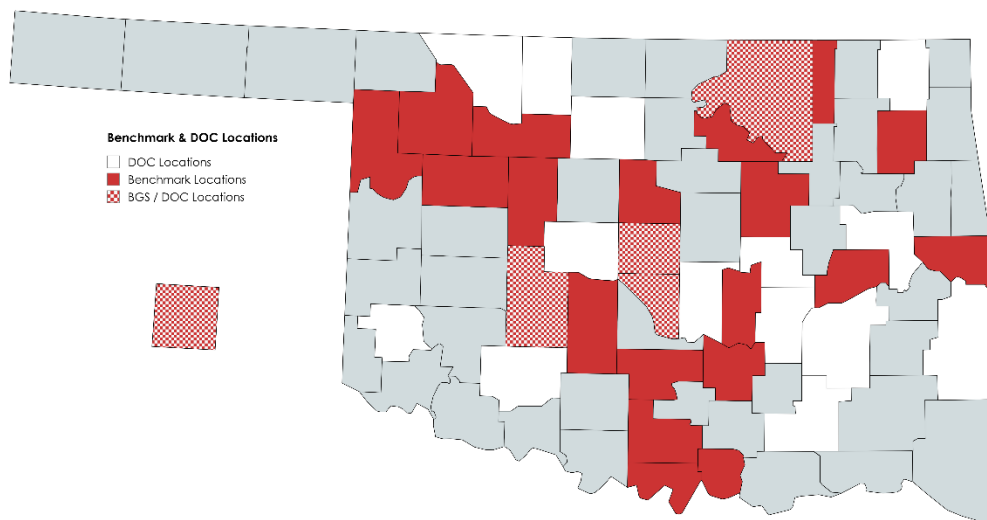
PROUD TO BE AN OKLAHOMA COMPANY

SECTION TWO: EXECUTIVE SUMMARY / COMPANY INFORMATION

Council on Law Enforcement Education and Training
Ada, Oklahoma

To Whom It May Concern,

We are pleased to submit the following response to **OMES Solicitation: EV00000810**. This response includes information regarding Benchmark's food service options requested by CLEET. Benchmark has a proven record of servicing training facilities with similar needs and requirements as requested by the State. To our knowledge, of the companies responding to this RFP, Benchmark is the only company with corporate offices in Oklahoma and is currently providing Food Service programs to local government facilities across the state. Additionally, we believe we are the only responding company currently providing similar services across the state to local and state agencies.



We are proud to offer this submittal and look forward to working with the State of Oklahoma's CLEET personnel.



While there are many benefits, we can bring to this project, we believe there are six main areas of differentiation. Looking at each of these six areas, we hope you will agree that Benchmark is the right fit for Oklahoma's CLEET.

#1: OKLAHOMA OWNED & OPERATED

Firstly, as an Oklahoma company, we are uniquely positioned to meet the diverse needs of CLEET's training facilities. Benchmark is an Oklahoma owned and operated private company, allowing us the ability to keep the money in state and reinvest locally. We have had the opportunity to service CLEET's food service needs for the last eight (8) years. Each of our visits was conducted by Oklahoman's, people who will be personally involved in this project, not corporate personnel flown in from out of state. The Benchmark team will be with you throughout the course of this project. We value all our partnerships, and CLEET deserves to be treated as more than a **"cell on a spreadsheet"**.

#2: PROVEN PERSONNEL

Secondly, having the right personnel is vital for any project to be successful. This is especially true in any training environment. We understand the unique challenges faced by the CLEET and their staff. Across our company, we have several employees at the ownership, management and operational levels that started their careers as law enforcement officers and correctional administrators. This experience allows us to act as partners with our clients, taking a proactive approach to dealing with issues before they arise, rather than the reactive approach offered by other vendors. We understand your pain points because we have experienced them ourselves.

#3: QUALITY MENUS AND PRODUCTS

Thirdly, the right menu and offering quality products is a useful tool, but like any tool it must be used correctly. We are proud of our food service offerings. Our menu, ingredients



and attention to cleanliness is second to none. **Quality Food, Every Meal...** We understand that each training facility is different, bringing requirements that can change throughout the life of a service agreement. Our food service program can grow and change, as your needs grow and change. Additionally, we are constantly working to adapt as improved food products become available, ensuring staff are trained and supervised, and that all food safety protocols are followed to ensure that your facilities remain among the best in the nation.

#4: VALUED PARTNERS

“The Oklahoma Standard” means something. As a partner, the satisfaction of the CLEET staff and cadets is paramount. We believe that each of our facilities is a partnership, and more than a client/vendor relationship. Quality customer service ensures the success of any project of this scope. Our team will be involved in every aspect of your food service needs, including pre-transition, transition and ongoing operations. This includes regular meetings with key personnel, site visits, surveys, etc. Our ability to respond quickly is what makes us different. **As the premier Oklahoma-owned governmental food service company, we are proud to serve many of the county and state agencies across Oklahoma.** Many of these facilities transitioned to Benchmark from larger national companies because of the level of customer service and operational quality we provide. One example is the Oklahoma County Detention Center (1,600 ADP), that recently made the switch from a large national food-service provider.

#5: TRAINING / CADET MORALE

Additionally, we will work with your staff to ensure that initial training and ongoing training meet the needs of your facility, to keep your staff comfortable with the overall food services. Furthermore, we understand that quickly replying to staff/cadet requests/grievances is key to keeping peace and maintaining cadet morale, therefore speedy resolution to any issues is always of utmost importance.

#6: BUDGET FRIENDLY

Finally, we understand that budgets are more constrained than ever before. State agencies are being asked to do more, with less. That is why we work hard to ensure that our partners are receiving the highest quality offerings at budget-friendly levels. We realize how important pricing is to state budgets. Benchmark will continue to work with CLEET throughout the life of the agreement to ensure the State receives the best returns available. We have provided pricing in this bid that ensures the State has a successful food service program. Our pricing ensures quality food served in proper portions, served by trained professionals. A little due diligence will show some of the various hardships faced by other agency's because they chose a company because of their size or implied savings that never materialized. **CHEAPER & BIGGER ISNT NECESSARILY BETTER...**

Benchmark will never Over Promise and Under Deliver.

Again, thank you for allowing us the opportunity to continue to earn your trust. We remain confident in our ability to meet your needs and exceed your expectations. We would appreciate the opportunity to show you in more detail our offer. You will see that we can continue to manage all your food service needs, allowing you to focus on your mission.

Respectfully,


Matt Jackson
Benchmark

JOB DESCRIPTIONS

Job Title: Training Food Service Director of Operations

Department: Food Services

Reports To: VP, Operations / CLEET Administration

Location: Benchmark Offices

Job Summary:

The Training Food Service Director of Operations is responsible for overseeing the operational management and strategic planning of food service functions within a training system or across multiple training facilities. This position includes ensuring the effective delivery of quality, nutritious meals, maintaining compliance with health and safety standards, managing budgets, and supervising food service teams. The Director of Operations works closely with senior leadership, food service staff, and vendors to streamline processes, improve service quality, and achieve cost efficiencies.

Essential Duties and Responsibilities:

- **Oversee Food Service Operations:**
Direct the daily operations of food services across multiple training facilities or a larger regional area. Ensure the consistent delivery of high-quality, nutritious, and compliant food service to cadets, staff, and other personnel.
- **Strategic Planning and Program Development:**
Develop, implement, and evaluate food service strategies, operational plans, and improvement initiatives. Ensure alignment of food service operations with the overall mission and goals of the training system.
- **Staff Management and Leadership:**
Supervise food service management teams, including facility food service directors and other key personnel. Provide leadership, training, mentoring, and performance evaluations to ensure high standards in food preparation, hygiene, and customer service.
- **Budget and Financial Management:**
Develop, implement, and manage food service budgets for the assigned facilities or region. Monitor food, labor, and supply costs, ensuring that the department operates within budget while maintaining quality standards. Identify and implement cost-saving measures while minimizing waste.
- **Compliance and Regulatory Oversight:**
Ensure that all food service operations comply with federal, state, and local health and safety regulations, as well as facility-specific policies. Conduct regular audits and inspections to maintain compliance with food safety, sanitation, and nutritional standards.

- **Vendor and Supply Chain Management:**
Oversee the procurement of food, supplies, and equipment, ensuring efficient and cost-effective purchasing. Manage vendor relationships, negotiate contracts, and oversee deliveries to ensure products meet quality and compliance standards.
- **Quality Control and Performance Monitoring:**
Develop and implement food quality control systems. Regularly monitor food production, presentation, and service to ensure compliance with established nutritional standards, portion control, and food safety practices.
- **Crisis and Problem Management:**
Address operational issues as they arise, including food shortages, staffing challenges, or cadet complaints. Take decisive action to resolve any disruptions in service and ensure minimal impact on operations.
- **Staff Development and Training:**
Oversee the training and development programs for food service staff across facilities. Ensure that all staff are well-trained in food safety, customer service, and specific duties to support effective operations.
- **Collaboration with Facility and Senior Leadership:**
Work closely with training facility leadership to coordinate food service operations, resolve issues, and improve service delivery. Provide regular reports and updates on operational performance to senior management.
- **Operational Reporting and Documentation:**
Ensure accurate Documentation and record-keeping for food service operations, including compliance audits, financial reports, food production logs, and staffing records. Prepare regular reports for leadership regarding operational performance, budget performance, and compliance status.

Qualifications:

- **Education and Experience:**
 - A bachelor's degree in food service management, Business Administration, Hospitality Management, or a related field is preferred.
 - At least 7 years of experience in food service management, with a minimum of 5 years in a leadership or director-level role, preferably in a training or institutional setting.
- **Knowledge, Skills, and Abilities:**
 - In-depth knowledge of food service operations, including menu planning, food safety regulations, sanitation practices, and staff management.
 - Proven leadership skills with the ability to manage large teams and oversee operations across multiple locations.
 - Strong budgeting, financial management, and cost-control skills.
 - Ability to effectively implement change management strategies and process improvements.
 - Strong communication, problem-solving, and conflict-resolution skills.
 - Familiarity with training facility operations and regulations is highly preferred.

- **Certifications:**

- A food safety certification (e.g., ServSafe or equivalent) is required.
- Additional certifications in food service management or related fields are a plus.

Working Conditions:

- Ability to travel to multiple training facilities or regions as required.
- May require working evenings, weekends, or holidays, depending on the operational needs.
- Must be able to work in a training facility environment, which may involve working with cadets.

Job Title: Training Food Service Regional Manager

Department: Food Services

Reports To: Director of CLEET Operations

Location: One for Each Region

Job Summary:

The Training Food Service Regional Manager is responsible for overseeing and managing the food service operations across multiple training facilities within a designated region. This includes ensuring consistent delivery of high-quality meals, maintaining compliance with food safety standards, and managing staff and budgets. The Regional Manager works closely with facility-level food service directors to ensure efficiency, compliance with regulations, and the effective execution of food service programs.

Essential Duties and Responsibilities:

- **Oversee Regional Food Service Operations:**
Manage the food service operations across multiple training facilities within the assigned region. Ensure all facilities comply with food safety regulations, nutritional guidelines, and operational standards.
- **Staff Management and Training:**
Supervise and provide support to Food Service Directors and their teams at each facility. Provide training, professional development, and performance evaluations for all food service staff. Ensure that staff members are well-trained in food safety, sanitation, and kitchen operations.
- **Budget and Cost Control:**
Develop and manage food service budgets for each facility within the region. Monitor food and labor costs, control waste, and implement cost-saving initiatives. Ensure that each facility stays within budget while maintaining quality service.
- **Menu Planning and Execution:**
Collaborate with food service directors at each facility to ensure that the approved menus are followed and properly executed. Ensure that meals meet the nutritional needs of the cadets and comply with dietary restrictions (e.g., medical, religious, or cultural).
- **Regulatory Compliance:**
Ensure all facilities in the region comply with federal, state, and local regulations

regarding food safety, sanitation, and cadet welfare. Conduct regular inspections and audits of food service operations to maintain compliance and address any areas of concern.

- **Inventory and Supply Chain Management:**

Oversee inventory management for food and non-food supplies at each facility. Ensure proper storage, handling, and ordering practices to avoid shortages or waste. Collaborate with suppliers to ensure timely deliveries and quality products.

- **Quality Control and Standards:**

Monitor and evaluate the quality of food production at each facility. Ensure that food is prepared and served according to the highest standards of taste, nutrition, and presentation. Take corrective actions when quality issues arise.

- **Crisis Management and Problem Resolution:**

Address any issues that arise in the food service operations, such as food shortages, staffing issues, or cadet complaints. Work with facility managers to resolve problems in a timely and efficient manner.

- **Reporting and Documentation:**

Prepare and submit regular reports to senior management on food service operations, including budget performance, staff performance, compliance, and quality control. Maintain records on food production, inventory, staff training, and inspections.

- **Collaboration with Facility Leadership:**

Work closely with facility leadership to ensure that food service operations are aligned with the overall goals and policies of the training facility. Provide recommendations for improving food service operations and cadet satisfaction.

Qualifications:

- **Education and Experience:**

- A bachelor's degree in food service management, Business Administration, or a related field is preferred.
- At least 5 years of experience in food service management, with at least 3 years in a supervisory or multi-site management role, preferably in a training or institutional setting.

- **Knowledge, Skills, and Abilities:**

- Strong knowledge of food service operations, including menu planning, food safety standards, and inventory management.
- Excellent leadership, interpersonal, and communication skills.
- Proven ability to manage large teams and oversee operations across multiple locations.
- Strong fiscal management skills, including budget development and cost control.
- Ability to work under pressure and resolve issues in a timely and professional manner.
- Knowledge of training facility operations and regulatory requirements is highly desirable.

- **Certifications:**

- Food safety certification (e.g., ServSafe) is required.
- Additional certifications in food service management or related fields are a plus.

Working Conditions:

- Must be able to travel to and work at multiple training facilities within the assigned region.
- The position may require evening, weekend, and holiday work depending on the operational needs of the facilities.
- Must be able to work in a training environment with cadets present.

Job Title: Training Food Service Director

Department: Food Services

Reports To: Facility Warden or Operations Manager

Location: All CLEET Facilities

Job Summary:

The Training Food Service Director is responsible for the overall management, operation, and supervision of food services within a training facility. This includes overseeing the preparation and distribution of meals to cadets, ensuring food safety standards are met, managing kitchen staff, and adhering to budgetary guidelines. The director will ensure that the food service program meets all nutritional and regulatory requirements while maintaining a safe, efficient, and sanitary kitchen environment.

Essential Duties and Responsibilities:

- **Menu Planning and Nutritional Management:**
Develop, plan, and oversee menus that meet the nutritional needs of cadets, complying with state and federal regulations. Adjust menus for special dietary requirements such as religious, medical, or cultural preferences.
- **Staff Management and Training:**
Supervise kitchen staff including cooks, food preparation workers, and dietary aides. Provide training in food preparation, handling, sanitation, and safety procedures. Conduct performance evaluations and address any staff concerns or performance issues.
- **Food Safety and Sanitation:**
Ensure compliance with health and safety regulations. Oversee proper food storage, preparation, and handling practices. Conduct regular inspections of kitchen and dining areas to ensure sanitation standards are maintained.
- **Inventory and Budget Management:**
Monitor and control food inventory, including ordering and receiving supplies. Ensure cost-effective purchasing while minimizing waste. Prepare and manage food service budgets and maintain financial records for food expenditures.
- **Regulatory Compliance:**
Ensure compliance with all applicable local, state, and federal regulations regarding food services in training facilities. Maintain records related to food safety, sanitation, and nutritional standards.

- **Crisis Management and Problem Solving:**
Address any operational problems or crises that arise within the food service department, such as food shortages, staff shortages, or cadet complaints regarding meals. Develop strategies to prevent future issues.
- **Communication and Reporting:**
Regularly communicate with facility leadership, including the warden and other management personnel, about food service operations. Prepare and submit reports on food service operations, budgets, and compliance with regulations.
- **Facility Operations:**
Collaborate with other departments to ensure smooth operations in areas where food services are required (e.g., for cadet work programs, special events, or visits).

Qualifications:

- **Education and Experience:**
 - A bachelor's degree in food service management, Hospitality Management, or a related field is preferred.
 - At least 5 years of experience in food service management, with at least 2 years in a supervisory role, preferably in a training or institutional setting.
- **Knowledge, Skills, and Abilities:**
 - In-depth knowledge of food service operations, including menu planning, food safety, and sanitation standards.
 - Strong leadership and supervisory skills.
 - Excellent organizational and time-management abilities.
 - Ability to manage budgets and control inventory.
 - Ability to work under pressure in a training environment and manage difficult situations calmly.
 - Strong communication and people skills.

- **Certifications:**

- Food safety certification (e.g., ServSafe) may be required.
- Other certifications related to training food services are a plus.

Working Conditions:

- Must be able to work in a training facility environment with cadets present.
- The role may require working evenings, weekends, or holidays, depending on the needs of the facility.

Job Title: Assistant Training Food Service Director

Department: Food Services

Reports To: Training Food Service Director

Location: All CLEET Facilities

Job Summary:

The Assistant Training Service Director supports the Training Food Service Director in the daily operations of the food service department within a training facility. This position involves assisting in managing the preparation, delivery, and overall food service operations to ensure compliance with nutritional, health, and safety regulations. The Assistant Director will supervise kitchen staff, help with menu planning, inventory control, and maintain the efficient and effective operation of the kitchen.

Essential Duties and Responsibilities:

- **Supervise Kitchen Operations:**
Assist in overseeing the day-to-day operations of the kitchen, including food preparation, cooking, and serving. Ensure that food is prepared according to established quality, safety, and nutritional standards.
- **Staff Supervision and Training:**
Supervise kitchen staff, including cooks, food service workers, and other personnel. Provide ongoing training on food safety, preparation techniques, sanitation, and operational procedures. Assist with staff scheduling and performance evaluations.
- **Assist with Menu Planning:**
Collaborate with the Food Service Director in planning nutritious and balanced menus for cadets, ensuring that dietary needs and restrictions are met. Assist with modifying menus as needed based on seasonal availability or specific dietary needs.
- **Food Safety and Sanitation Compliance:**
Ensure that food safety and sanitation practices are followed by all staff in compliance with local, state, and federal regulations. Assist with conducting inspections and audits to maintain cleanliness and safety in all food preparation and storage areas.
- **Inventory and Supply Management:**
Assist in maintaining food inventory and managing supply orders. Ensure that food is stored correctly, minimizing waste and spoilage. Collaborate with vendors to ensure timely delivery and appropriate stock levels.

- **Budget Assistance:**
Help manage food service department budgets by monitoring food costs, controlling waste, and ensuring that the department stays within budgetary constraints. Assist the Food Service Director with financial reports and projections.
- **Communication and Reporting:**
Assist in maintaining communication with other departments and staff within the facility. Help prepare reports on food service activities, compliance, and operational efficiency for the Food Service Director and other facility management.
- **Crisis and Problem Management:**
Assist in resolving any issues or problems that arise in the food service department, including addressing cadet concerns or operational disruptions. Take on leadership responsibilities during the absence of the Food Service Director.
- **Support Regulatory Compliance:**
Assist in ensuring that food service operations comply with all relevant health, safety, and regulatory standards. Maintain records of food service activities, safety inspections, and compliance Documentation.

Qualifications:

- **Education and Experience:**
 - A high school diploma or equivalent is required; an associate or bachelor's degree in food service management, Hospitality, or a related field is preferred.
 - At least 3 years of experience in food service, with at least 1 year in a supervisory or management role. Experience in a training or institutional setting is preferred.
- **Knowledge, Skills, and Abilities:**
 - Knowledge of food service operations, menu planning, and food safety standards.
 - Strong leadership, organizational, and people skills.
 - Ability to train, supervise, and evaluate staff performance.
 - Good critical thinking skills, with the ability to oversee situations efficiently and professionally.
 - Ability to work collaboratively with other departments and staff members.
 - Basic understanding of budget management and cost control in food services.
 - Strong diligence and ability to manage time effectively.
- **Certifications:**

- Food safety certification (e.g., ServSafe) is typically required.
- Additional certifications related to food service or training facility operations are a plus.

Working Conditions:

- Must be able to work in a training facility environment with cadets present.
- The role may require working evenings, weekends, or holidays, depending on the needs of the facility.

Job Title: Training Food Production Supervisor

Department: Food Services

Reports To: Food Service Director / Assistant Food Service Director

Location: All CLEET Facilities

Job Summary:

The Training Food Production Supervisor is responsible for overseeing the daily food production operations within a training facility's kitchen. This includes supervising food preparation, cooking, and portioning of meals for cadets and staff. The supervisor ensures that food is prepared in accordance with established safety, sanitation, and nutritional standards while managing kitchen staff and maintaining inventory.

Essential Duties and Responsibilities:

- **Supervise Food Production:**
Oversee the preparation and cooking of meals, ensuring all food is prepared in compliance with established recipes, portion sizes, and nutrition requirements. Monitor meal production to meet timing and quality standards.
- **Staff Supervision and Training:**
Supervise kitchen staff, including cooks and food production workers. Provide training on proper food handling, preparation techniques, sanitation standards, and the safe use of kitchen equipment. Evaluate staff performance and provide feedback or corrective action as needed.
- **Ensure Compliance with Food Safety and Sanitation Standards:**
Enforce food safety standards and ensure that the kitchen, food storage areas, and food preparation equipment meet sanitation regulations. Ensure that food is prepared and stored at proper temperatures and that all food handling practices meet state and federal guidelines.
- **Inventory and Supply Management:**
Assist in managing food and supply inventory, ensuring adequate stock levels are maintained for meal production. Monitor food storage conditions and track expiration dates to minimize waste. Report shortages and coordinate ordering of supplies as needed.
- **Menu Execution:**
Work closely with the Food Service Director to ensure the daily menu is executed

accurately and efficiently. Prepare meals according to established guidelines while ensuring proper portioning, taste, and presentation.

- **Scheduling and Labor Management:**
Develop and manage work schedules for kitchen staff to ensure coverage for all shifts and meal periods. Monitor labor hours and adjust staffing to meet operational needs while controlling labor costs.
- **Equipment Maintenance and Safety:**
Ensure the safe operation and maintenance of kitchen equipment, including ovens, mixers, and dishwashers. Report any malfunctions or maintenance issues to the appropriate personnel and ensure the equipment is kept clean and in working condition.
- **Quality Control:**
Inspect food production and meal presentation to ensure quality standards are met. Address any issues regarding the quality, taste, or presentation of food and take corrective actions as needed.
- **Record Keeping and Documentation:**
Maintain accurate records of food production activities, including inventory logs, staff attendance, food safety inspections, and meal counts. Ensure records are kept in compliance with regulatory requirements and facility policies.
- **Problem Resolution:**
Resolve operational issues that arise during food production, including staff concerns, food shortages, or equipment failures. Take immediate corrective action to maintain operational efficiency.

Qualifications:

- **Education and Experience:**
 - A high school diploma or equivalent is required.
 - An associate or bachelor's degree in food service management, Culinary Arts, or a related field is preferred.
 - At least 3 years of experience in food production, with at least 1 year in a supervisory or management role. Experience in a training or institutional setting is preferred.

- **Knowledge, Skills, and Abilities:**

- Strong knowledge of food production techniques, kitchen operations, and food safety regulations (e.g., ServSafe).
- Proven leadership and supervisory skills, with the ability to manage and train kitchen staff effectively.
- Ability to organize, prioritize, and manage multiple tasks in a demanding environment.
- Excellent communication skills and the ability to interact professionally with staff and cadets.
- Critical thinking skills and ability to address operational challenges efficiently.
- Basic knowledge of budget management and cost control in food services.

- **Certifications:**

- Food safety certification (e.g., ServSafe) is required.
- Additional certifications related to food service management, culinary arts, or training operations are a plus.

Working Conditions:

- Must be able to work in a training facility environment with cadets present.
- The position may require working evenings, weekends, or holidays depending on the operational needs of the facility.
- Must be able to work in a fast-paced and sometimes stressful environment.



PERSONNEL ROSTER:

Name & Title: Matt Jackson, Owner

Email: matt@benchmarkgs.com

Phone: (405) 650-6674

Project Assignment: Senior Project Manager

Name of Firm Associated With: Benchmark

Years' Experience:

Benchmark, Owner = 6 years

Global Software, VP of Operations = 3 years

Tiger Training, Regional Account Manager = 10 years

Oklahoma Sheriff's Associations, Deputy Director = 2 years

Jefferson County Sheriff's Office, Assistant Jail Administrator/Deputy = 4 years

Education:

BS Environmental Management, 1992-1996, Northeastern State University, OK

Area of Responsibility:

Senior Project Manager

Other Experience and Qualifications Relevant to Proposed Project:

Oversaw four (4) state territory managing all aspects of sales, transition, operations, customer service, and account management.

Responsible for acquisition, start-up, and operation of 50+ training facilities with populations ranging from 20 – 800 cadets.

Worked with various JMS, Cadet Communication, and Inventory Vendors to meet the various needs of client facilities.

Time On-Site:

Initial: One Month

Ongoing: As Needed, Monthly Visits



Name & Title: Tim Woods, Account Manager

Email: tim@benchmarkgs.com

Phone: (281) 330-6746

Project Assignment: Account Manager

Name of Firm Associated With: Benchmark

Years' Experience:

Benchmark = 2 years

Republic Services, General Manager = 11 years

Walmart Logistics, Plant Manager = 12 years

Franklin County Sheriff's Department, Deputy Sheriff = 10 years

Education:

BS Business, 1989-1994, Ottawa University, KS

Active Registration:

Other Experience and Qualifications Relevant to Proposed Project:

10 years of law enforcement and training experience.

11 years' experience managing large-scale projects.

Time On-Site:

Initial: One Week

Ongoing: As Needed, Monthly Visits



Name & Title: Karen Hewes, Regional Operations Manager

Email: karen@benchmarkgs.com

Phone: (580) 305-3491

Project Assignment: Regional Operations Manager

Name of Firm Associated With: Benchmark

Years' Experience:

Benchmark, Regional Operations Manager = 5 years

Seminole County Sheriff's Office, Jail Administrator = 5 years

Tillman County Sheriff's Office, Jail Administrator = 23 years

Education:

Associates Degree, Paralegal, 1990-1992, Oklahoma Junior College, OK

Area of Responsibility:

Employee On Boarding/Training

Food Service Operations Compliance

Other Experience and Qualifications Relevant to Proposed Project:

28 years' experience in jail administration and law enforcement

Overseeing Food Service and Food Service operations across multiple facilities in Kansas & Oklahoma

Experience in dealing with cadet conflict de-escalation.

In depth, understand training operating guidelines and procedures.

Time On-Site:

Initial: Two Weeks

Ongoing: As Needed, Monthly Visits



Name & Title: Gary Groves, IT/Development Manager

Email: ggroves@benchmarkgs.com

Phone: (405) 887-1011

Project Assignment: IT/Development Manager

Name of Firm Associated With: Benchmark

Years' Experience:

Benchmark, IT/Development Manager = 3 years

D6 Labs, Manager of Client Relations = 5 years

White Board Mortgage, Manager of Client Relations = 5 years

Global Software Manager, Technical Software Support = 7 years

A la Mode, Team Lead, Technical Customer Support = 6 years

Education:

BS Hotel & Restaurant Administration, 1983-1987, Oklahoma State University, OK

Area of Responsibility:

Computer Setup

Computer/Hardware Configurations

Time On-Site:

Initial: One Week

Ongoing: As Needed, Quarterly Visits



Name & Title: Brian Ferguson, Partner/Human Resources Manager

Email: brian@benchmarkfoodgroup.com

Phone: (405) 203-4620

Project Assignment: Human Resources Manager

Name of Firm Associated With: Benchmark

Years' Experience:

Benchmark, Human Resources = 6 years

Benchmark Food Group, Partner = 16 years

Education:

BS Marketing, 1991-1995, Southern Methodist University, Texas

Area of Responsibility:

Recruitment

Background Check Coordination

Hiring Interviews

Employee On Boarding

Other Experience and Qualifications Relevant to Proposed Project:

Overseeing Human Relations responsibilities for 100+ employees

Process & Policy creation to ensure Benchmark personnel adhere to guidelines required from our partner facilities.

Time On-Site:

Initial: One Week

Ongoing: As Needed, Quarterly Visits



Name & Title: Linda Hall, Accounts Receivable

Email: accounting@benchmarkgs.com

Phone: (580) 821-1001

Project Assignment: Accounts Receivable

Name of Firm Associated With: Benchmark

Years' Experience:

Benchmark = 1 year

Self- Employed, Real Estate Agent, = 6 years

Box Real Estate, Project Manager = 3 years

Education:

BBA, Business Management, 1999-2001, University of Oklahoma

Area of Responsibility:

Regular Invoicing

Accounting Issues

Other Experience and Qualifications Relevant to Proposed Project:

Time On-Site:

Initial: 2 Days

Ongoing: As Needed



Name & Title: Chris Fuhrman, Vendor Relations

Email: chris@benchmarkgs.com

Phone: (405) 812-1661

Project Assignment: Vendor Relations/Procurement

Name of Firm Associated With: Benchmark

Years' Experience:

Benchmark, Owner = 6 years

Benchmark Food Group, Partner = 16 years

Education:

BS Hotel & Restaurant Management, 1992-1996, Oklahoma State University

Area of Responsibility:

Product Ordering

Supply Chain

Delivery Logistics

Other Experience and Qualifications Relevant to Proposed Project:

Overseeing Vendor Relations responsibilities, ensuring high quality products and ensuring supply chain continuity

Process & Policy creation to ensure Benchmark vendors adhere to guidelines required from our partner facilities.

Time On-Site:

Initial: One Week

Ongoing: As Needed, Quarterly Visits



INTRODUCTION:

WHY IS BENCHMARK UNIQUELY QUALIFIED:

- **Our Key Personnel...** Trained professionals who understand your needs. Many of our management teams have **TRAINING AND LAW ENFORCEMENT EXPERIENCE.**
- **Our Quality Food Service Offerings...** Quality, visually appealing meals with appropriate serving sizes. **HEALTHY FOOD, HAPPY CADETS!!!**
- **Our Customer Service...** Fast Resolutions. Real Partnership. **NOT A CELL ON A SPREADSHEET.**

When looking at competitors, it is not the # of customers they have, it is the # of customers who have left them... Many of our current customers have made the decision to leave their large national Food Service providers. **FIND OUT WHY?!**

- **Our Customized Approach...** No two training centers are the same. Our program will be adapted to meet your needs and will evolve as your needs change. **NO COOKIE CUTTER PROGRAMS.**

CONTACT INFORMATION:

After reviewing this RFP response, additional information or requests for clarification can be sent to our corporate offices.

MAILING ADDRESS:

Benchmark, LLC (405) 650-6674

Attn: Matt Jackson, Partner

8209 N. Western Avenue, Oklahoma City, Oklahoma 73114

ADDITIONAL INFORMATION

matt@benchmarkgs.com

COMMUNITY INVOLVEMENT:

Benchmark prides itself on finding ways to partner with our clients to become active and improve the communities we serve. We look forward to working with the State to help provide resources for your cadets and promoting successful reintegration into society.

EXPERIENCE AND QUALIFICATIONS

CORPORATE HEADQUARTERS

Our corporate offices are in Oklahoma City. Our account manager for this project resides in Oklahoma City. This proximity will allow for quicker responses , should the need arrive. Additionally, we are the only training Food Service company that currently has a warehouse and/or corporate offices located in Oklahoma.

LICENSES, PERMITS AND CERTIFICATES

Benchmark can possess and maintain all required licenses, permits and certificates as required by law, for this project. This ability is proven by the other training facilities we are providing similar services.

INDEPENDENT CONTRACTOR

Benchmark is a privately owned partnership fully capable of operating as an Independent Contractor. We are proud of our proven record of operating in a cost-effective manner with reporting and accountability to the State or their designee. Sub-Contractors will not be used for this project.

ADHERENCE TO POLICIES/PROCEDURES OF THE STATE:

Benchmark recognizes that no two-detention center are the same. Our priority is creating a unique Food Service program that best benefits our client's needs. Our company is committed to adhering to the policies and procedures of the CLEET.

BACKGROUND CHECKS

Benchmark acknowledges that a background will be performed on the awarded firm's employees involved with onsite, delivery and warehouse operations. Also, all contracted on-site employees will be at the discretion of the CLEET.

PROJECT TEAM ORGANIZATION

Team Structure and Leadership

The team will be organized with clear leadership roles and specialized functions to ensure smooth operation and effective project execution. Key roles include:

- **Project Manager:** Matt Jackson, will lead the project, overseeing all phases of implementation and coordination between different stakeholders. The project manager is responsible for establishing timelines, budgets, resource allocation, and ensuring that all milestones are met on time and within scope. They will also serve as the main point of communication between the project team and the training facility administrators.
- **Food Service Operations Manager:** Carla Cink will be responsible for overseeing day-to-day food production and service within the facility. This role will ensure compliance with nutritional guidelines, portion control, and safe food handling procedures. The Food Service Operations Manager will work closely with the Project Manager to implement any new processes or technologies.
- **Procurement Specialist:** Chris Fuhrman is responsible for sourcing and purchasing all food, Food Service equipment, and supplies necessary for the operation. The Procurement Specialist will work to ensure that the food provided meets quality standards, adheres to dietary guidelines, and is acquired within the project's budget. They will also negotiate contracts with vendors and ensure that supplies are delivered on time.
- **Security Liaison:** Karen Hewes will be responsible for ensuring that all Food Service operations are compliant with training facility security protocols. They will work closely with security teams to prevent contraband from entering through Food Service s, oversee the security of food storage areas, and ensure the safety of staff and cadets during meal service.
- **Staff Trainers and Development Specialists:** Jennifer Harris will develop and implement training programs for Food Service staff, ensuring they understand safety, proper handling procedures, cadet interaction guidelines, and emergency protocols. They will also ensure that staff are equipped with the skills necessary for long-term success and compliance with safety and health regulations.
- **Account/Billing:** Brian Ferguson/Linda Hall will be responsible for the day-to-day billing and invoicing for this project. They will also generate reports as needed by the facility.
- **IT Manager:** Gary Groves will be responsible for handling troubleshooting for Food Service computer hardware and meal tracking software.

Core Functions of the Team

The Training Food Service Project Team will focus on several key areas:

- **Logistics and Supply Chain Management:** The team will coordinate with external vendors to procure food and supplies, as well as managing inventory within the facility

to avoid shortages or waste. Timely deliveries and proper storage will be key considerations.

- **Technology and Innovation:** To enhance efficiency, the team may explore technological solutions for inventory management, meal planning, and communication. Innovations such as automated item delivery systems or AI-driven inventory control may be explored to streamline processes and improve Food Service operations.
- **Staffing and Training:** Ensuring that Food Service staff are well-trained and equipped to oversee their duties effectively is essential. The team will focus on recruitment, retention, and continuous development of Food Service personnel.

3. Stakeholder Engagement and Communication

Effective communication is a cornerstone of the team's success. The team will work closely with a variety of stakeholders, including:

- **Training Facility Administrators and Security Teams:** Regular meetings will be held to ensure that the Food Service plan aligns with the broader goals of the facility and adheres to security protocols.
- **Cadets:** Feedback from cadets regarding item quality, dietary needs, and service satisfaction will be periodically collected to ensure that meals meet their expectations and needs.
- **Local Health and Regulatory Agencies:** The team will collaborate with local health departments and regulatory agencies to ensure that all Food Service activities comply with federal, state, and local laws.
- **Suppliers and Vendors:** Ongoing communication with vendors will ensure that item quality is maintained, costs are controlled, and supply chains remain stable.



DISCLOSURES:

TERMINATED CONTRACTS:

Benchmark has not had any state contracts terminated for failure to perform. Additionally, there have been no suits or claims against the bidder for failure to perform on any Food Service contracts.

CONTRACTUAL RELATIONSHIPS:

Neither Benchmark nor its principals have any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder's response to this Solicitation.

EMPLOYEES OF THE STATE:

There are no officers, directors or agents of Benchmark who are an employee of the State or any of its agencies.

COMPANY OWNERSHIP

There are no State employees who own, directly or indirectly, any interest in Benchmark or any of its branches.

SECTION SEVEN: RESPONSE TO SPECIFICATIONS/REQUIREMENTS

BENCHMARK RESOURCES AND SUPPORT FUNCTIONS

Staffing and Organizational Structure

Benchmark Food Group's organizational structure is designed to ensure that the Oklahoma Council on Law Enforcement Education and Training (CLEET) receives comprehensive operational support, including dietetic services, nutritional guidance, and robust safety and food-handling training.

Program Oversight (Wayne Yerger)

- **Regional Operations Director**
Provides executive oversight and ensures contract compliance, performance standards, and continuous improvement.
- **Account Manager / Project Manager (Miranda Magers)**
Serves as CLEET's primary point of contact and coordinates all operational, nutritional, and training resources.

Nutritional & Dietetic Support (Pam Brummit)

- **Registered Dietitian (Corporate or Regional Resource)**
 - Reviews and approves menus for nutritional adequacy and regulatory compliance.
 - Provides dietetic support for special diets, medical accommodations, and performance-focused meal planning.
 - Offers nutritional counseling guidance and educational resources for trainees and staff as requested.

Safety & Training Support

- **Food Safety & Quality Assurance Manager**
 - Oversees the companywide food safety program.
 - Conducts routine audits, inspections, and corrective-action follow-up.
 - Ensures alignment with HACCP, local health department, and CLEET standards.
- **Training & Development Coordinator**
 - Delivers food-handling and safety training for all food service personnel.
 - Manages onboarding, annual refresher courses, and certification tracking.
 - Provides ongoing coaching to reinforce best practices.

On-Site Operations

- **Food Service Director (On-Site at CLEET) (Carlee Coffee)**
 - Directs daily food service operations.
 - Implements dietitian-approved menus and safety protocols.

- Coordinates training sessions and compliance documentation.
 - Asst. Food Service Director (On-Site at CLEET) (x1)
 - Assists daily food service operations.
 - Implements dietitian-approved menus and safety protocols.
 - Coordinates training sessions and compliance documentation.
 - Supervisors / Lead Cooks (x2)
 - Enforce food safety procedures and portion control.
 - Mentor frontline staff on proper handling, sanitation, and service standards.
 - Food Service Associates (x2)
 - Execute meal production and service in accordance with established nutritional, safety, and quality guidelines.
-

Organizational Support Model

Benchmark Food Group operates under a hub-and-spoke support model, where on-site leadership is supported by regional and corporate specialists. This structure ensures that CLEET benefits from:

- Immediate on-site accountability, and
- Access to specialized dietetic, nutritional, and safety expertise without additional administrative burden.

This integrated staffing approach guarantees that Benchmark Food Group consistently delivers not only dependable food service operations, but also the peripheral services required to support CLEET's mission, personnel wellness, and regulatory compliance.

PERSONNEL MANAGEMENT PLAN

Personnel Management Plan

Benchmark Food Group – CLEET Food Service Program

1. Organizational Structure

Benchmark Food Group will establish a dedicated on-site management and operational team to ensure consistent, compliant, and high-quality food service for the Oklahoma Council on Law Enforcement Education and Training (CLEET). The organizational structure emphasizes accountability, food safety, operational efficiency, and responsive client service.

Proposed On-Site Organizational Chart

- Regional Director of Operations (off-site support)
- Area Manager (On-site regularly)
- Food Service Director (on-site lead)
- Assistant Food Service Manager
- Registered Dietitian / Nutrition Consultant (corporate support)
- Food Safety & Training Manager (corporate support)
- Lead Cook / Kitchen Supervisor X 2
- Cooks / Food Service Workers x 2

2. Personnel Positions & Duties

Regional Director of Operations

- Provides executive oversight and ensures contractual compliance.
- Conducts quarterly performance reviews and operational audits.
- Serves as escalation point for CLEET administration.

Area Manager

- Provides executive oversight and ensures contractual compliance.
- Conducts monthly performance reviews and operational audits.
- Serves as escalation point for CLEET administration.

Food Service Director / Project Manager

- Overall responsibility for daily operations at CLEET.
- Manages staffing, scheduling, budgeting, and performance standards.
- Serves as primary liaison with CLEET leadership.
- Ensures compliance with all local, state, and federal regulations.

Assistant Food Service Manager

- Supports daily supervision of kitchen operations.
- Oversees production schedules, food quality, and service flow.
- Coordinates training and coverage during manager absences.

Registered Dietitian / Nutrition Consultant

- Provides menu development and nutritional oversight.
- Ensures meals meet dietary guidelines and special-diet needs.
- Supports wellness initiatives and nutrition education as requested.

Food Safety & Training Manager

- Develops and enforces HACCP plans and sanitation standards.
- Conducts routine safety audits and corrective action plans.
- Oversees ServSafe and food safety certifications.

Lead Cook / Kitchen Supervisor

- Directs daily meal preparation and kitchen workflow.
- Trains food service workers in standardized recipes and procedures.
- Ensures portion control, quality, and presentation standards.

Cooks / Food Service Workers

- Prepare and serve meals according to approved menus and recipes.
- Follow food safety, sanitation, and security protocols.
- Maintain cleanliness of workstations and equipment.
- Manages receiving, storage, and rotation of food and supplies.
- Maintains inventory controls and cost-tracking systems.
- Ensures compliance with product safety and traceability standards.
- Responsible for ware washing, waste management, and deep cleaning.
- Supports compliance with health department and safety standards.

3. Personnel Training Program

Benchmark Food Group maintains a structured, continuous training model to ensure staff readiness, compliance, and professional growth.

Initial Orientation (All Employees)

- Company policies and code of conduct
- CLEET-specific security, access, and professional standards
- Workplace safety and emergency procedures

Food Safety & Compliance Training

- ServSafe certification for all managers and supervisors
- HACCP procedures and documentation
- Allergen awareness and special-diet handling
- Sanitation, temperature control, and cross-contamination prevention

Operational Training

- Standardized recipes and production systems

- Portion control and cost-containment practices
- Equipment use and preventive maintenance awareness

Ongoing Development

- Quarterly refresher training sessions
- Annual performance and compliance reviews
- Leadership development for supervisors and lead staff

4. Resources Available to CLEET

Benchmark Food Group provides robust corporate and regional support resources to enhance on-site performance:

- Dietetic Support – Registered dietitian services for menu planning, nutritional analysis, and special dietary needs.
- Nutritional Counseling – Available for wellness initiatives, academy programming, or special requests.
- Food Safety & Handling Training – Ongoing instruction led by certified food safety professionals.
- Human Resources Support – Recruitment, onboarding, compliance documentation, and employee relations.
- Procurement & Supply Chain – National purchasing power with local supplier partnerships to ensure reliability and cost control.
- Quality Assurance Program – Routine audits, customer satisfaction reviews, and continuous improvement plans.

5. Commitment to Excellence

Benchmark Food Group is committed to staffing CLEET's food service operation with qualified, trained, and professional personnel who understand the importance of reliability, security, and service excellence in a law-enforcement training environment. Our personnel management plan ensures:

- Clear accountability at every level
- Continuous training and development
- Strong corporate support and oversight
- Consistent compliance with all regulatory and contractual requirements

This structure provides CLEET with a dependable, high-performing food service team dedicated to supporting the academy's mission and daily operations.

PERSONNEL TRAINING PLAN

Personnel Training Plan

Benchmark Food Group – CLEET Food Service Program

1. Training Philosophy & Objectives

Benchmark Food Group's training program is designed to ensure that every employee assigned to the CLEET food service operation is fully prepared to perform their duties safely, professionally, and in compliance with all regulatory and institutional standards. Our training philosophy is built on three core objectives:

1. **Safety First** – Protecting students, staff, and employees through rigorous food safety, sanitation, and workplace safety training.
2. **Operational Excellence** – Ensuring consistency, efficiency, and quality in meal preparation and service.
3. **Professional Conduct** – Preparing staff to work in a law-enforcement training environment with the highest standards of professionalism, integrity, and respect.

Training is delivered through a **blended model** that includes classroom instruction, hands-on demonstration, digital learning modules, and ongoing performance coaching.

2. Training Structure Overview

Training is divided into five structured phases:

1. **Pre-Hire Screening & Qualification Verification**
2. **New Employee Orientation & Onboarding**
3. **Role-Specific Skills Training**
4. **Compliance, Safety, and Security Training**
5. **Ongoing Education & Continuous Improvement**

3. Pre-Hire & Onboarding Training

A. Pre-Hire Requirements

Before assignment to CLEET, all personnel must meet the following minimum standards:

- Background screening in accordance with CLEET requirements
- Verification of food service experience and certifications
- Drug-free workplace compliance
- Physical ability to perform assigned job duties

B. New Employee Orientation (First 3–5 Days)

All newly hired employees participate in a structured onboarding program that includes:

1. Company Orientation

- Benchmark Food Group mission, values, and service standards
- Code of conduct and professional expectations
- Anti-harassment, ethics, and workplace behavior policies

2. CLEET-Specific Orientation

- Understanding the CLEET mission and training environment
- Security awareness and access protocols
- Chain of command and communication standards
- Professional conduct when interacting with cadets and staff

3. Workplace Safety Training

- Slips, trips, and falls prevention
- Safe lifting and ergonomic practices
- Fire safety and emergency response procedures
- Bloodborne pathogen awareness (as applicable)

4. Food Safety & Regulatory Compliance Training

Food safety is the cornerstone of Benchmark Food Group's training program

A. Certification Requirements

- **ServSafe Manager Certification** – Required for the Food Service Director, Assistant Manager, and Lead Cook.
- **Food Handler Training** – Required for all food service workers within 30 days of hire.

B. Core Food Safety Curriculum

All employees receive training in:

- HACCP principles and monitoring procedures
- Time and temperature control for safety (TCS foods)
- Cross-contamination prevention
- Proper handwashing and personal hygiene
- Cleaning and sanitizing procedures
- Allergen awareness and special-diet protocols
- Safe receiving, storage, and rotation (FIFO)
- Pest prevention and facility sanitation standards

C. Ongoing Compliance

- Monthly safety huddles
- Quarterly sanitation audits
- Annual recertification and refresher courses
- Corrective action training when audit findings occur

5. Role-Specific Training

Each position receives customized training aligned with job responsibilities.

A. Food Service Director / Project Manager

- Contract compliance and performance standards
- Labor management and scheduling
- Budget control and food cost management

- Quality assurance audits and reporting
- Leadership development and conflict resolution

B. Assistant Food Service Manager

- Supervisory skills and staff coaching
- Production planning and workflow optimization
- Inventory controls and purchasing systems
- Customer service and issue resolution

C. Lead Cook / Kitchen Supervisor

- Standardized recipe execution
- Batch cooking and volume production
- Portion control and yield management
- Equipment operation and preventive maintenance
- Training and mentoring of kitchen staff

D. Cooks & Food Service Workers

- Menu execution and plate presentation
- Proper use of kitchen tools and equipment
- Time management and service flow
- Customer service and professional communication
- Receiving and inspection procedures
- Safe food storage and labeling
- Inventory software and documentation
- Recall procedures and product traceability
- Warewashing standards and chemical safety
- Deep-cleaning schedules and logs
- Waste handling and recycling procedures
- Infection control protocols

6. Security Awareness & Professional Conduct Training

Because CLEET is a law-enforcement training environment, Benchmark Food Group places special emphasis on security awareness.

Training includes:

- Maintaining professional boundaries with cadets and staff
- Recognizing and reporting unusual or unsafe activity
- Protecting sensitive information
- Understanding chain-of-command reporting
- Conflict de-escalation techniques
- Respectful communication in a disciplined environment

7. Continuous Education & Performance Development

A. Ongoing Training Schedule

- **Monthly** – Safety talks, sanitation refreshers
- **Quarterly** – Food safety audits and retraining
- **Annually** – Comprehensive performance and compliance review
- **As Needed** – Targeted retraining for new equipment, menu changes, or regulatory updates

B. Leadership Development

Benchmark Food Group invests in developing future leaders through:

- Supervisor workshops
- Coaching and mentoring programs
- Cross-training for operational continuity
- Succession planning for key roles

8. Training Resources Available to CLEET

Benchmark Food Group provides CLEET with extensive corporate and regional training resources, including:

- **Registered Dietitian Support** – Menu compliance, nutritional analysis, and wellness education.
- **Food Safety & Training Manager** – Oversees all certifications, audits, and corrective action programs.
- **Online Learning Platform** – On-demand training modules for food safety, customer service, and leadership.
- **Standard Operating Procedure (SOP) Library** – Detailed manuals for all operational functions.
- **Emergency Response Guides** – Step-by-step procedures for foodborne illness, power outages, and facility disruptions.
- **Quality Assurance Team** – Conducts periodic site visits, evaluations, and improvement planning.

9. Documentation & Accountability

All training is documented and maintained in Benchmark Food Group's centralized training management system, including:

- Orientation completion records
- Certification tracking
- Safety meeting logs
- Audit reports and corrective action plans
- Annual competency evaluations

This documentation is available for CLEET review at any time and supports full transparency and accountability.

10. Commitment to CLEET

Benchmark Food Group is committed to providing CLEET with a food service team that is:

- **Highly trained**
- **Safety-focused**
- **Professionally disciplined**
- **Continuously improving**

Our expanded personnel training plan ensures that every employee assigned to CLEET is not only qualified to perform their duties, but fully aligned with the academy's mission, culture, and expectations for excellence.

FOOD SERVICE PROGRAM PLAN

Food Service Program Overview

Benchmark Food Group – CLEET Food Service Program

Benchmark Food Group is committed to providing a high-quality food service program that delivers **well-balanced, nutritious meals** while also offering options that align with the **preferences and tastes of CLEET cadets**. Our program is designed to meet daily nutritional requirements, promote healthy eating habits, and enhance cadet satisfaction without compromising food safety or operational efficiency.

Program Philosophy

1. Nutritional Balance:

- Meals are designed according to **USDA Dietary Guidelines** for healthy eating, ensuring appropriate servings of protein, whole grains, fruits, vegetables, and dairy.
- Special dietary needs, such as vegetarian, gluten-free, or religious diets, are accommodated.

2. Cadet Preferences:

- Menu selections include familiar, popular options to ensure satisfaction.
- Periodic surveys and feedback mechanisms are used to gauge cadet preferences and adjust menus accordingly.

3. Meal Variety & Appeal:

- Rotating menus are designed to provide variety in flavor, texture, and presentation.
- Seasonal produce and fresh ingredients are emphasized whenever possible.

4. Operational Efficiency:

- Meals are prepared to allow timely service during training schedules.
- Batch cooking and standardized recipes ensure consistent quality and portion control.

Sample 8-Week Menu Plan

See Attached

Nutritional Oversight

- **Registered Dietitian Review:** All menus are reviewed and approved by a certified dietitian to ensure compliance with nutrition guidelines.
- **Special Diet Accommodation:** Meals are modified as needed for religious, medical, or allergy-related restrictions.

- **Caloric Balance:** Meal planning accounts for daily caloric requirements, activity levels, and balanced macronutrient distribution.

Cadet Preference Integration

- **Feedback Mechanisms:** Surveys, suggestion boxes, and periodic taste-testing events allow cadets to provide input on menu items.
- **Menu Adaptation:** Popular items are rotated regularly to maintain engagement while balancing nutrition.
- **Familiar Favorites:** Options such as pizza, sandwiches, and pasta are integrated in health-conscious forms (e.g., whole-grain pasta, lean meats, vegetable toppings).

Implementation Plan

1. **Menu Cycle Development:** Eight-week rotating cycle with seasonal updates and feedback integration.
2. **Recipe Standardization:** Ensures consistency in taste, portion sizes, and nutritional content.
3. **Meal Production Scheduling:** Aligns with CLEET training schedules for timely service.
4. **Staff Training:** Kitchen staff are trained on menu execution, portion control, and accommodating special dietary needs.

Summary:

Benchmark Food Group's food service program provides a balance between **nutritionally complete meals** and **cadet-preferred options**, ensuring satisfaction, wellness, and operational efficiency. Sample menus, dietitian oversight, and cadet feedback mechanisms demonstrate our ability to meet CLEET's objectives for a quality food service program.

CLEET

Menu is subject to change!

WEEK 1				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
No Service	Breakfast Burrito (Flour tortilla filled w/ egg, meat, green chili & cheddar cheese) Salsa, Jalapeños Southwest Potatoes Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Breakfast Cups Muffins Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	French Toast Bar Assorted Fruits & Nuts Syrup, Fried Eggs Boiled Eggs Sausage Links, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Breakfast Sandwich Croissant OR Biscuit w/ Sausage OR Ham, Egg & Cheese Home-fried Potatoes Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice
	Lunch	Lunch	Lunch	Lunch
No Service	Loaded Nachos (Tortilla Chips topped w/ taco meat & beans) Lettuce, Tomato, Onion, Cheese, Sour Cream, Salsa & Jalapenos Tuna Salad Sandwich Chips Jell-O Strawberry Shortcake	Boneless Pork Chop w/ Bourbon Sauce Twice Baked Mashed Potatoes Green Beans, VOTD Yeast Roll Gyro Sandwich Pasta Salad Pudding Parfait Brownies	Smokehouse BBQ Pulled Pork Sandwich Potato Salad Baked Beans Green Beans Sub Sandwich Lettuce Tomato Pickle & Onion Chips Cookies Jell-O	Asian Rice Bowl Pulled pork or Diced Chicken Fried Rice, Steamed Rice Carrot, Edamame, Broccoli, Pineapple, Red pepper, Assorted Sauces Egg Roll Turkey & Swiss Sandwich Lettuce Tomato Pickle & Onion Marinated Vegetable Salad Ice Cream, Jell-O
	Dinner	Dinner	Dinner	Dinner
No Service	Italian Night (Pasta w/ choice of alfredo or meat sauce) Sliced Chicken or Sausage Sauteed Squash & Mushroom VOTD, Breadsticks Tuna Salad Sandwich Chips Jell-O Strawberry Shortcake	Breaded Fried Catfish Blackened Catfish Jalapeno Hushpuppies Mac & Cheese Coleslaw VOTD Gyro Sandwich Pasta Salad Pudding Parfait Brownies	Grilled Chicken Marinated Grilled Chicken Rice Pilaf Broccoli VOTD, Roll Sub Sandwich Lettuce Tomato Pickle & Onion Cookies Jell-O	No Service Have a great weekend!

CLEET

Menu is subject to change!

WEEK 2				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
No Service	Biscuit & Gravy Fried Eggs Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Pancakes & Syrup Boiled Eggs Sausage links, Bacon Potatoes Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Scrambled Eggs w/Ham & Cheese Hashbrowns Sausage Patties, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Oatmeal Scrambled Eggs Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice
Lunch	Lunch	Lunch	Lunch	Lunch
No Service	Soft Tacos (Beef w/ Assorted toppings) Spanish Rice & Beans Chips & Salsa Cuban Sandwich Pulled Pork, Ham Pickle, & Spicy Mustard Chips No Bake Cookies Lemon Squares	Chicken Strips French Fries Broccoli, Cauliflower & Carrots, Gravy BBQ Chicken Flatbread Cheese, Red Onion, Lettuce & Tomato Pasta Salad Pudding Parfait Cookies	Mediterranean Bowl Gyro Meat, Grilled & Fried Chicken w/Tzatziki Sauce & Feta Cheese Rice, Cucumber, Pepper, Onion Hummus, Chickpeas, Pita Chips Club Wrap Bacon, Ham, Turkey Cheese Lettuce, Tomato, & Onion Potato Salad Cake w/ Icing Brownies	Cajun Red Beans & Rice Andouille Sausage & Red Beans, Rice Cornbread Ham & Cheddar Sandwich Lettuce Tomato Pickle Onion Fruit Cup Jell-O Ice Cream
Dinner	Dinner	Dinner	Dinner	Dinner
No Service	Home-Style Pot Roast (w/Au Jus, carrots, celery, & onion) Mashed Potatoes & Gravy Green Beans, VOTD Yeast Roll Cuban Sandwich Pulled Pork, Ham Pickle, & Spicy Mustard Chips No Bake Cookies Lemon Squares	Pork Verde (Pork Carnitas W/ Green Chili Verde sauce) Cilantro Rice Roasted Corn & Black Beans Tortillas BBQ Chicken Flatbread Cheese, Red Onion, Lettuce & Tomato Pasta Salad Pudding Parfait Cookies	Spaghetti (w/ meat sauce & Meatballs) Oven Roasted Vegetables VOTD Garlic Bread Club Wrap Bacon, Ham, Turkey Cheese Lettuce, Tomato, & Onion Potato Salad Cake w/ Icing Brownies	No Service Have a great weekend!

CLEET

Menu is subject to change!

WEEK 3				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
No Service	Breakfast Sandwich Croissant OR Biscuit w/ Sausage OR Ham, Egg & Cheese Home-fried Potatoes Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Egg Casserole Cinnamon Roll Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	French Toast Bar Assorted Fruits & Nuts Syrup, Protein Balls Fried & Scrambled Eggs Sausage Links, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Biscuits & Sausage Gravy Scrambled Eggs Sausage Links, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice
Lunch	Lunch	Lunch	Lunch	Lunch
No Service	Burrito Bowl Taco Meat or Diced Chicken Ranch Beans Cilantro Lime Rice Sour Cream, Salsa, Jalapenos & Cheese Roasted Corn, tomato, Green Onion BBQ Beef Sandwich Chips Cobbler Cookies	Sweet & Sour Chicken Tempura Chicken & Stir-Fried Vegetables Tossed in a Sweet & Sour Sauce Steamed Rice Egg Roll Nashville Hot Chicken Sandwich Pasta Salad Rice Krispie Treats Jell-O	Baked Potato Bar Pulled Pork OR Diced Chicken Ham, Bacon, Butter, Cheese, Sour Cream Jalapeno, Salsa, Green Onion Diced Tomato, Mushrooms Roast Beef & Cheddar Cheese Sandwich Lettuce tomato Pickle Onion Marinated Vegetable Salad Cookies Pudding Parfait	Tater Tot Casserole Beef in Cream of Mushroom Sauce Topped with Tater Tots and Melted Cheese Green Beans & VOTD Roll Sub Sandwich Pepperoni, Ham & Turkey Chips Ice Cream, Jell-O
Dinner	Dinner	Dinner	Dinner	Dinner
No Service	Meatloaf Mashed Potatoes/ Gravy Green Beans Corn Yeast Roll BBQ Beef Sandwich Chips Cobbler Cookies	Chicken Tikka Masala Steamed Rice Broccoli, VOTD Naan Bread Nashville Hot Chicken Sandwich Pasta Salad Rice Krispie Treats Jell-O	Grilled Chicken Marinated Greek Grilled Chicken Roasted Potatoes Oven Roasted Carrots VOTD Roast Beef & Cheddar Cheese Sandwich Lettuce Tomato Pickle & Onion Marinated Vegetable Salad Cookies & Pudding Parfait	No Service Have a great weekend!

CLEET

Menu is subject to change!

WEEK 4				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
No Service	Pancakes & Syrup Scrambled Eggs Sausage links, Bacon Potatoes, Muffins Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Breakfast Egg Cups Fried Eggs, Protein Balls Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Scrambled Eggs w/Ham & Cheese Hashbrowns Sausage Patties, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Breakfast Burrito (Flour tortilla filled w/ egg, meat, green chili & cheddar cheese) Salsa, Jalapeños Southwest Potatoes Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice
Lunch	Lunch	Lunch	Lunch	Lunch
No Service	Quesadillas Chicken & Melted Cheese Mex Potatoes & Corn Salsa, Sour Cream & Jalapenos Philly Cheese Steak Beef w/ Swiss Cheese, Peppers & Onions on Hoagie Roll Potato Salad Cheesecake Sopapilla	Chicken Fried Steak Mashed Potatoes & Gravy Green Beans, VOTD Yeast Roll Chicken Caesar Wrap Lettuce Chicken Parmesan Cheese Chips Rice Crispy Treat Brownies	Beef Enchiladas Seasoned Beef & Cream Cheese Topped with Sauce & Cheese Spanish Rice & Refried Beans Chips & Salsa Italian Meatball Subs Marinara Sauce & Mozzarella Cheese Tater Tots Pineapple Upside Down Cake Pudding Parfait	Smoked Pit Ham Scalloped Potatoes Broccoli, VOTD Yeast Roll Turkey & Swiss Sandwich Lettuce Tomato Pickle & Onion Chips Cookies Ice Cream
Dinner	Dinner	Dinner	Dinner	Dinner
No Service	Hot Dogs & Frito Chili Pie Cheese, Onion & Relish Sour Cream, Jalapeños Philly Cheese Steak Beef w/ Swiss Cheese, Peppers & Onions on Hoagie Roll Potato Salad Cheesecake Sopapilla	Chicken or Beef Fajitas w/ peppers & onions Cilantro Rice & Black Beans Sour Cream, Salsa, Lettuce, Jalapenos Chicken Caesar Wrap Lettuce Chicken Parmesan Cheese Chips Rice Crispy Treat Brownies	Chicken Parmesan (Breaded Chicken topped w/ Marinara & melted Cheese) Garlic Buttered Spaghetti, Broccoli, VOTD Italian Meatball Subs Marinara Sauce & Mozzarella Cheese Tater Tots Pineapple Upside Down Cake Pudding Parfait	No Service Have a great weekend!

CLEET

Menu is subject to change!

WEEK 5				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
No Service	Biscuit & Gravy Scrambled Eggs Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Breakfast Bake Fried Eggs, Muffins Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	French Toast Bar Assorted Fruits & Nuts Syrup, Fried & Scrambled Eggs Sausage Links, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Breakfast Sandwich Croissant OR Biscuit w/ Sausage OR Ham, Egg & Cheese Home-fried Potatoes Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice
Lunch	Lunch	Lunch	Lunch	Lunch
No Service	Indian Taco (topped w/ taco meat & beans) Lettuce, Tomato, Onion, Cheese, Sour Cream, Salsa & Jalapenos Sub Sandwich Chips Jell-O Strawberry Shortcake	Fried Pork Chop Mashed Potatoes w/Gravy Green Beans, VOTD Yeast Roll Grilled Chicken Sandwich Lettuce Tomato Pickle & Onion Pasta Salad Pudding Parfait Brownie	Smokehouse BBQ Pulled Pork Sandwich Potato Salad Baked Beans, Green Beans Rolls Chicken Caesar Wrap Lettuce Chips Cookies Chocolate Sheet Cake	Orange Chicken Tempura Chicken & Veggies tossed in an orange sauce Fried Rice or Steamed Rice Assorted Sauces Egg Roll Turkey & Swiss Sandwich Lettuce Tomato Pickle & Onion Marinated Vegetable Salad Ice Cream, Jell-O
	Dinner	Dinner	Dinner	Dinner
No Service	Chicken Caprese (Grilled Chicken w/Melted Mozzarella Cheese Topped w/Fresh tomato & Basil) Buttered Pasta, Asparagus VOTD, Breadsticks Sub Sandwich Chips Jell-O Strawberry Shortcake	Chicken Wings & Boneless Chicken Oven Roasted Potatoes Celery & Carrot Sticks Fresh Fruit Grilled Chicken Sandwich Lettuce Tomato Pickle & Onion Pasta Salad Pudding Parfait Brownie	Broiled Fish & Grilled Chicken Rice Pilaf Broccoli VOTD Chicken Caesar Wrap Lettuce Chips Cookies Chocolate Sheet Cake	No Service Have a great weekend!

CLEET

Menu is subject to change!

WEEK 6				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
No Service	Breakfast Bake Fried & Scrambled Eggs Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Pancakes & Syrup Scrambled Eggs Sausage links, Bacon Protein Balls Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Scrambled Eggs w/Ham & Cheese Muffins, Hashbrowns Sausage Patties, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Breakfast Burrito (Flour tortilla filled w/ egg, meat, green chili & cheddar cheese) Salsa, Jalapeños Southwest Potatoes Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice
Lunch	Lunch	Lunch	Lunch	Lunch
No Service	Crispy or Grilled Chicken Sandwich French Fries Broccoli, Cauliflower BBQ Chicken Flatbread Cheese, Red Onion, Lettuce & Tomato Pasta Salad No Bake Cookies Cake W/ Icing	Cajun Shrimp Pasta Andouille Sausage & Blackened Shrimp, Tossed w/ Alfredo Sauce & Garnished w/ Tomato & Green Onions Breadsticks Club Wrap Bacon, Ham, Turkey Cheese Lettuce, Tomato, & Onion Potato Salad Rice Krispie Treat Brownies	Hamburger Lettuce, Tomato, Onion, Pickle & Sliced Cheese Spiral Fries Chicken Salad Sandwich Lettuce Chips Pudding Parfait Cookie	Street Tacos (Beef Or Chicken w/ Assorted toppings) Spanish Rice & Beans Chips & Salsa Ham & Cheddar Sandwich Lettuce Tomato Pickle Onion Fruit Cup Ice Cream Jell-O
Dinner	Dinner	Dinner	Dinner	Dinner
No Service	Pasta Ala Panna Pasta w/ Sausage & Diced Chicken Tossed in Ala Panna Sauce Roasted Vegetables, Corn Garlic Bread BBQ Chicken Flatbread Cheese, Red Onion, Lettuce & Tomato Pasta Salad No Bake Cookies Cake W/ Icing	BBQ Chicken Quarter BBQ Glazed Chicken Oven Rasted Potatoes & Baked Beans, Roll Club Wrap Bacon, Ham, Turkey Cheese Lettuce, Tomato, & Onion Potato Salad Rice Krispie Treat Brownies	Chili Colorado (Slow Roasted Beef w/ Chiles & Onions) Cilantro Rice Roasted Corn & Black Beans Tortillas Chicken Salad Sandwich Lettuce Chips Pudding Parfait Cookie	No Service Have a great weekend!

CLEET

Menu is subject to change!

WEEK 7				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
No Service	Breakfast Sandwich Croissant OR Biscuit w/ Sausage OR Ham, Egg & Cheese Home-fried Potatoes Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Egg Cups Cinnamon Roll Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Biscuits & Sausage Gravy Protein Balls Scrambled Eggs Sausage Links, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Fried Eggs Biscuits & Gravy Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Breads & Bagels Milk, Coffee, Juice
Lunch	Lunch	Lunch	Lunch	Lunch
No Service	Hot Ham & Cheese on Pretzel Bun Loaded Potato Soup Fresh Fruit Pesto Chicken Flatbread Lettuce Tomato Onion Pasta Salad Cake W/ Icing Pudding Parfait	Sweet & Sour Chicken Tempura Chicken & Stir-Fried Vegetables Tossed in a Sweet & Sour Sauce Steamed Rice Egg Roll Chicken Club Sandwich Pasta Salad Cobbler Jell-O	Chicken Fried Steak Mashed Potatoes w/Gravy Green Beans, VOTD Roll Sub Sandwich Pepperoni, Ham & Turkey Chips Cookies Brownies	Baked Potato Bar Pulled Pork OR Diced Chicken Ham, Bacon, Butter, Cheese, Sour Cream Jalapeno, Salsa, Green Onion Diced Tomato, Mushrooms French Dip Au Jus w/ Beef & Swiss Cheese Marinated Vegetable Salad & Fresh Fruit Ice Cream Jell-O
Dinner	Dinner	Dinner	Dinner	Dinner
No Service	Mississippi Pot Roast Oven Roasted Potato VOTD/Brussel Sprouts Yeast Roll Pesto Chicken Flatbread Lettuce Tomato Onion Pasta Salad Cake W/ Icing Pudding Parfait	Old Fashioned Chicken & Noodles Mashed Potatoes Green Beans, VOTD Roll Chicken Club Sandwich Pasta Salad Cobbler Jell-O	Oven Fried Chicken Quarter Wild Rice Broccoli, VOTD Roll Sub Sandwich Pepperoni, Ham & Turkey Chips Cookies Brownies	No Service Have a great weekend!

CLEET

Menu is subject to change!

WEEK 8				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
No Service	Biscuit & Gravy Quiche & Muffin Sausage, Bacon Hashbrowns Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	French Toast & Syrup Scrambled Eggs, Fried Egg Sausage links, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Scrambled Eggs w/Ham & Cheese Hashbrowns Sausage Patties, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice	Egg Cup & Oatmeal Hashbrowns Sausage Patties, Bacon Fresh Fruit, Yogurt Assorted Cereals Breads & Bagels Milk, Coffee, Juice
Lunch	Lunch	Lunch	Lunch	Lunch
No Service	Teriyaki Chicken Stir Fry Sautéed Chicken & Veggies Tossed in Teriyaki glaze Fried Rice Egg roll Philly Cheese Steak Beef w/ & Swiss Cheese, Peppers & Onions on Hoagie Roll Potato Salad Cheesecake Sopapilla	Hamburger Steak & Gravy w/Mushrooms & Onions Mashed Potatoes Corn, VOTD Roll Buffalo Chicken Flatbread Sandwich Lettuce, Tomato, Onion Pasta Salad Pineapple Upside Down Cake Cookies	Beef Enchiladas Seasoned Beef & Cream Cheese Topped with Sauce & Cheese Spanish Rice & Refried Beans Chips & Salsa Chicken Caesar Wrap Lettuce Chips Jello Pudding Parfait	Chicken Monterey Grilled Chicken topped w/ peppers, onion & melted cheese Rice Pilaf, Corn, VOTD Turkey & Swiss Sandwich Lettuce Tomato Pickle Onion Chips Ice Cream Cookies
Dinner	Dinner	Dinner	Dinner	Dinner
No Service	Lasagna Corn, VOTD Garlic Bread Philly Cheese Steak Beef w/Swiss Cheese, Peppers & Onions on Hoagie Roll Potato Salad Cheesecake Sopapilla	Chicken Piccata Chicken w/ Lemon Garlic Butter Sauce Butter Pasta Caesar Salad Buffalo Chicken Sandwich Lettuce, Tomato, Onion Pasta Salad Pineapple Upside down Cake Cookies	Beef Tips w/Onion & Mushrooms Steamed Rice Green Beans, VOTD Rolls Chicken Caesar Wrap Lettuce Chips Jello Pudding Parfait	No Service Have a great weekend!

EXHIBIT 6 Worksheet for Annual Operating Statement

<u>Description</u>	<u>Annual Revenue Amount</u>
<u>Cost of Sales</u>	
Food and Beverage	\$ 201,000.00
Paper Goods	\$ 1,650.00
<u>Labor Costs</u>	
Management and Hourly	\$ 203,500.00
Employee Benefits	\$ 12,000.00
Training	\$ 3,000.00
Other Labor Costs	\$ 2,500.00
<u>Operating Costs</u> *	
Insurance, Taxes, Bond, Etc.	\$ 3,500
Equipment Maintenance	\$ 15,000
Inventory Replacement	\$ 2,500
Cleaning/Dish Room	\$ 1,750
Laundry	\$ 2,500
Pest Control	\$ 2,000
Operating Supplies	\$ 3,500
Advertising/Marketing	\$ -
Grease Removal	\$ 5,000
Other Expenses	\$ 2,000.00
Total Expenses	\$ 461,400.00

Projected Revenue	\$	504,330.27
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Net Revenue	\$	42,930.27
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EXHIBIT 2 PRICING

Price to be proposed as a single total firm, fixed cost and include all information concerning fees, other costs, and any other information relevant to the total cost.
CPI is not acceptable.

Participant Cost Per Day						
Meal	Participants	Initial Year Per Meal	2nd Year Per Meal	3rd Year Per Meal	1st Year Renewal Per Meal	2nd Year Renewal Per Meal
	Sliding Scale	July 1st 2026-June 30th 2027	July 1st 2027-June 30th 2028	July 1st 2028-June 30th 2029	July 1st 2029-June 30th 2030	July 1st 2030-June 30th 2031
Breakfast	Less than 51 Participants	\$ 11.71	\$ 11.94	\$ 12.18	\$ 12.43	\$ 12.68
	51-100 participants	\$ 8.45	\$ 8.79	\$ 9.14	\$ 9.51	\$ 9.89
	101-150 participants	\$ 7.60	\$ 7.90	\$ 8.22	\$ 8.55	\$ 8.89
	More than 151 participants	\$ 5.95	\$ 6.19	\$ 6.44	\$ 6.69	\$ 6.96
Modified	Less than 51 Participants	\$ 11.00	\$ 11.22	\$ 11.44	\$ 11.67	\$ 11.91
	51-100 participants	\$ 8.00	\$ 8.16	\$ 8.32	\$ 8.49	\$ 8.66
	101-150 participants	\$ 7.00	\$ 7.14	\$ 7.28	\$ 7.43	\$ 7.58
	More than 151 participants	\$ 6.00	\$ 6.12	\$ 6.24	\$ 6.37	\$ 6.49

Meal	Participants	Initial Year Per Meal	2nd Year Per Meal	3rd Year Per Meal	1st Year Renewal Per Meal	2nd Year Renewal Per Meal
Lunch	Less than 51 Participants	\$ 15.21	\$ 15.51	\$ 15.82	\$ 16.14	\$ 16.46
	51-100 participants	\$ 9.36	\$ 9.64	\$ 9.93	\$ 10.23	\$ 10.53
	101-150 participants	\$ 8.19	\$ 8.44	\$ 8.69	\$ 8.95	\$ 9.22
	More than 151 participants	\$ 7.31	\$ 7.53	\$ 7.76	\$ 7.99	\$ 8.23
Modified	Less than 51 Participants	\$ 14.50	\$ 14.79	\$ 15.09	\$ 15.39	\$ 15.70
	51-100 participants	\$ 9.00	\$ 9.18	\$ 9.36	\$ 9.55	\$ 9.74
	101-150 participants	\$ 8.00	\$ 8.16	\$ 8.32	\$ 8.49	\$ 8.66
	More than 151 participants	\$ 6.50	\$ 6.63	\$ 6.76	\$ 6.90	\$ 7.04

Meal	Participants	Initial Year Per Meal	2nd Year Per Meal	3rd Year Per Meal	1st Year Renewal Per Meal	2nd Year Renewal Per Meal
Dinner	Less than 51 Participants	\$ 17.45	\$ 17.80	\$ 18.15	\$ 18.52	\$ 18.89
	51-100 participants	\$ 12.29	\$ 12.66	\$ 13.04	\$ 13.43	\$ 13.83
	101-150 participants	\$ 10.24	\$ 10.55	\$ 10.86	\$ 11.19	\$ 11.53
	More than 151 participants	\$ 8.77	\$ 9.03	\$ 9.30	\$ 9.58	\$ 9.87
Modified	Less than 51 Participants	\$ 16.00	\$ 16.32	\$ 16.65	\$ 16.98	\$ 17.32
	51-100 participants	\$ 11.50	\$ 11.73	\$ 11.96	\$ 12.20	\$ 12.45
	101-150 participants	\$ 10.00	\$ 10.20	\$ 10.40	\$ 10.61	\$ 10.82
	More than 151 participants	\$ 8.00	\$ 8.16	\$ 8.32	\$ 8.49	\$ 8.66

Catering	Participants	Initial Year Per Meal	2nd Year Per Meal	3rd Year Per Meal	1st Year Renewal Per Meal	2nd Year Renewal Per Meal
Sec. 4.11	Meetings	\$ 1.75	\$ 1.80	\$ 1.86	\$ 1.91	\$ 1.97
Sec. 4.11	Receptions	\$ 3.65	\$ 3.76	\$ 3.87	\$ 3.99	\$ 4.11
Sec. 4.5.5	Special Lunches Less than 51	\$ 14.75	\$ 14.90	\$ 15.05	\$ 15.20	\$ 15.35
Sec. 4.5.5	Special Lunches 51 – 100	\$ 14.25	\$ 14.39	\$ 14.54	\$ 14.68	\$ 14.83
Sec. 4.5.5	Special Lunches 101-150	\$ 13.75	\$ 13.89	\$ 14.03	\$ 14.17	\$ 14.31
Sec. 4.5.5	Special Dinners Less than 51	\$ 16.50	\$ 16.67	\$ 16.83	\$ 17.00	\$ 17.17
Sec. 4.5.5	Special Dinners 51 – 100	\$ 16.00	\$ 16.16	\$ 16.32	\$ 16.48	\$ 16.65
Sec. 4.5.5	Special Dinners 101-150	\$ 15.50	\$ 15.66	\$ 15.81	\$ 15.97	\$ 16.13

OFFER OF VALUE-ADDED PRODUCTS/SERVICES

Value-Added Products and Services

Benchmark Food Group is committed to delivering more than basic meal service to the Oklahoma Council on Law Enforcement Education and Training (CLEET). Our program is designed to add measurable value through enhanced nutrition, operational efficiency, cost control, and cadet satisfaction.

1. Enhanced Menu Quality & Nutrition

- **Performance-focused menus** designed to support physically demanding law-enforcement training.
- **Heart-healthy, high-protein, and calorie-appropriate options** available daily.
- **Special diet accommodations** including vegetarian, medical, and religious needs.
- Regular **menu refresh cycles** to prevent menu fatigue and improve morale.

2. Culinary Training & Staff Development

- Ongoing **culinary skills training** for onsite food service staff.
- **Food safety and compliance refreshers** exceeding regulatory minimums.
- Leadership development for supervisors to ensure consistent service standards.

3. Cost Control & Fiscal Stewardship

- **Strategic sourcing and vendor partnerships** to reduce food and supply costs.
- **Waste-reduction initiatives** include portion control, production forecasting, and inventory optimization.
- Transparent **cost reporting and budget tracking** to support CLEET's financial oversight.

4. Technology & Process Improvements

- Optional **digital menu planning and production tracking tools**.
- **Inventory and purchasing controls** that reduce shrink and improve accountability.
- Data-driven insights to support continuous improvement.

5. Customer Experience Enhancements

- **Trainee satisfaction surveys** with quarterly performance reviews.
- **Theme meals and morale events** that build community and engagement.
- Responsive **issue-resolution process** with direct management involvement.

6. Health, Safety & Compliance Excellence

- Robust **HACCP-based food safety program**.
- Routine **internal audits and inspections** beyond required standards.
- Proactive **risk-management practices** to protect CLEET, staff, and trainees.

7. Community & Oklahoma-Focused Partnerships

- Commitment to **using Oklahoma-based suppliers** whenever feasible.
- Support for **local workforce development** through training and advancement opportunities.