



STATE OF OKLAHOMA CONTRACT WITH ARAMARK CORRECTIONAL SERVICES

This State of Oklahoma Contract is entered into between the State of Oklahoma by and through the Oklahoma Department of Corrections (ODOC) and Aramark Correctional Services (“Supplier”) and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature (“Effective date”). The term of the Contract is one (1) year with the option to renew for four (4) additional years.

Purpose

The State is awarding the Contract to Supplier for the provision of Food management services at Oklahoma Department of Corrections (ODOC) facilities, 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 EV00000814 Attachment A;
 - 2.2. Scope of Work, Exhibit 4
 - 2.3. Facility Information, Exhibit 5
 - 2.4. General Terms, Attachment B;
 - 2.5. Agency Terms, Attachment C;
 - 2.6. Intentionally Omitted, Attachment D;
 - 2.7. Intentionally Omitted, Attachment E
 - 2.8. Pricing, Attachment E-1
 - 2.9. Additional Bidder Terms -buyback, Attachment E-2
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 Oklahoma Department of Corrections.
- Please send invoices and billing inquiries to:
4345 North Lincoln Boulevard, Oklahoma City, Oklahoma 73105, United States
kimble@doc.ok.gov
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.

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 OKLAHOMA
DEPARTMENT OF CORRECTIONS :**

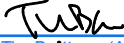
By:  Justin Farris (Apr 16, 2026 16:58:18 CDT)

Name: Justin Farris

Title: Director

Date: Apr 16, 2026

ARAMARK CORRECTIONAL SERVICES

By:  Tim Barttrum (Apr 14, 2026 15:38:20 EDT)

Name: Tim Barttrum

Title: President

Date: Apr 14, 2026

Agency Counsel

By:  Kari Hawkins (Apr 14, 2026 16:29:57 CDT)

Name: Kari Hawkins

Title: General Counsel

Date: Apr 14, 2026

Chief Financial Officer

By: Ashlee Clemmons
Ashlee Clemmons (Apr 16, 2026 16:42:28 CDT)

Name: Ashlee Clemmons

Title: 4/16/2026

Date: Apr 16, 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 L. Otis
Amanda Otis (Apr 17, 2026 12:31:16 CDT)
Name: Amanda Otis

Title: State Purchasing Director

Date: Apr 17, 2026

Attachment A

Agency Solicitations

Solicitation No. EV00000814

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of the Oklahoma Department of Corrections 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 Oklahoma Department of Corrections (ODOC) from potential Suppliers to provide a contract for Food management services. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

The Contract is awarded on behalf of ODOC for food management services.

1. Contract Term and Renewal Options:

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

2. Solicitation Criterion:

- 2.1. The Bid will be evaluated using the best value criterion, based on the following:
 - 2.1.1. Cost
 - 2.1.2. Contractor Company Information
 - 2.1.3. Transition and Implementation
 - 2.1.4. Staffing Plan
 - 2.1.5. Food Management
 - 2.1.6. Food Service Operations

3. Scope and Description:

- 3.1. The Bid Response must reflect each requirement on Exhibit 4: **Scope of Work**. Further relevant information to guide Supplier is contained in Exhibits 5-8

¹ 74 O.S. 85.5(G)(3)

4. Pricing

4.1. Pricing shall be proposed on Exhibit 9: Pricing and returned in original, Microsoft Excel format.

5. Executive Summary and Company Information are in Exhibit 1: Executive Summary and Company Information.

6. All technical responses are listed on Exhibit 4: Scope of Work.

7. No value-added products and/or services shall be included in technical response. Should any be included, they will not be considered in the evaluation process.

8. Business References are to be on Exhibit 2: Bidder Reference Worksheet.

9. Third-party vendor information is included in Exhibit 3: Third Party Supplier Information.

10. Facility information is included in Exhibit 5

11. Facility Food services equipment is captured in Exhibit 6

12. Agri-Services Central Order Form is included in Exhibit 7

13. Current Food Service Positions is captured in Exhibit 8



Amendment of Solicitation

Date of Issuance: 12/03/2025

Solicitation/Event No. EV00000814

Requisition No. _____

Amendment No. 1

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: _____ 1:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

RETURN TO: [Supplier Portal \(oklahoma.gov\)](http://oklahoma.gov)

Benjamin Komolafe
Contracting Officer

Phone Number _____

Benjamin.komolafe@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice: As requested by some Suppliers during the Q&A session, additional **non-mandatory** Site visits will be conducted at the following dates/times. No more than two contract representatives will be allowed at each location during these visits.

Contractor representatives will be required to provide proper identification to enter the facility. They will also only be allowed to bring in a notepad, writing utensil and point-and-shoot cameras. Contractors are strictly prohibited from taking pictures of any inmate during these visits.

Wednesday, December 10th

8:30 am – Enid CCC
9:30 am – Lawton CCC
10:00 am – Oklahoma State Reformatory
10:30 am – James Crabtree CC
12:00 pm – Great Plains CC
1:00 pm – Bill Johnson CC

Thursday, December 11th

9:00 am – Dick Conner CC
10:00 am – Eddie Warrior CC
12:00 pm – Jess Dunn CC
12:00 pm – Northeast Oklahoma CCC

b. All other terms and conditions remain unchanged.

Aramark Correctional Services
Supplier Company Name (**PRINT**)

12/16/25

Date

Tim Barttrum

President

Authorized Representative Name (**PRINT**)

Title



Authorized Representative Signature



OKLAHOMA
Office of Management
& Enterprise Services

Amendment of Solicitation

Date of Issuance: 12/10/2025

Solicitation/Event No. EV00000814

Requisition No. _____

Amendment No. 2

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: 12/30/2025 3:00 PM CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

RETURN TO: [Supplier Portal \(oklahoma.gov\)](http://Supplier Portal (oklahoma.gov))

Benjamin Komolafe
Contracting Officer

Phone Number _____

Benjamin.komolafe@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice:

The RFP Solicitation event EV00000814 close date has been extended from **12/17/2025** to **12/30/2025** 3:00 PM.

b. All other terms and conditions remain unchanged.

Aramark Correctional Services, LLC
Supplier Company Name (PRINT)

12/16/25

Date

Tim Barttrum

President

Authorized Representative Name (PRINT)

Title

T. Barttrum
Authorized Representative Signature



Date of Issuance: 12/12/2025

Solicitation No. EV00000814

Requisition No. _____

Amendment No. 3

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

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly in the subject line of the email.

RETURN TO: [Supplier Portal \(oklahoma.gov\)](https://supplierportal.oklahoma.gov)

Benjamin Komolafe
Contracting Officer

Phone Number

Benjamin.komolafe@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

On behalf of the State of Oklahoma, the Office of Management and Enterprise Services (OMES) gives notice of the following questions concerning this solicitation, received during the Q&A period, which closed on 11/25/2025. All questions and procurement/agency responses are detailed below:

Q1. To allow vendors adequate time to prepare responses to this RFP, will the state please confirm that it will provide responses to questions as soon as possible and not wait to respond all questions at once following the question deadline of November 25?

A1. Unfortunately, ODOC did not receive questions from OMES until November 25.

Q2. Relating to Attachment A, page 1, section 1, 1. Contract Term & Renewal Options

a. Would the state consider an initial contract term of three (3) years, with two (2) oneyear renewals, to reduce up-front costs associated with equipment purchases by amortizing over a longer initial base contract period?

b. Will the state confirm that renewals will be determined by mutual agreement between the state and the awarded contractor?

A2a. No it will not. The State will consider an initial term of two (2) years with three (3) one-year renewals.

A2b. Correct.

Q3. Relating to Attachment A, page 1, section 2. Solicitation Criterion

a. In its evaluation and ranking of vendor proposals, and to receive the greatest value from this solicitation, will the state's scoring formula include points or weights assigned to each of the solicitation criterion listed in this section, as opposed to a pass/fail evaluation?

b. Will the state please identify the priority of the solicitation criterion in order of importance for purposes of its evaluation?

A3a. Yes, points will be assigned to each criterion.

A3b. No, it will not.

Q4. Relating to Attachment A, page 1, section 1, 7. Value-added Services and Agency Bidder Instructions, page 9, section 7.9 – Attachment A states that no value-added services shall be included in the technical response. However, the Agency Bidder

Instructions require that value-added services be submitted in Section 9 of the required bid format. Will the state please confirm that vendors may include value-added services in Section 9 of their technical response?

A4. No, value-added services will not be considered.

Q5. Relating to Exhibit 4 – Scope of Work, page 1, section 1.6 & Exhibit 7 – Agri-service products

- a. 1124101 Chicken Breast Meat, Bnls/Skls - Is this product a ground meat, chunks or log?
- b. 1131500 Turkey Breast, Whole Oven Roasted - 2 / 9-11 lb - per cs - Is this product chunks, ends and pieces or a log?
- c. 1132020 Adobo - Marinated Leg Meat, 40lbs per cs - Is this product chunks, ends and pieces or a log?
- d. 1131650 Beef - Raw Marinated Philly Style 3 / 10 lb per cs - Is this product a log?
- e. 1125077 Chicken - Mix Bulk, 4/ 10 lbs - per cs - Is this ground chicken? Any filler such as TVP? If so, what percentage?
- f. 1131901 Beef Crumble, 40 lbs - Is this a mix with TVP? What percentage of TVP or other protein?
- g. 1132030 Beef Patty- 4 oz w/TVP - 20 lbs per cs - What percentage of the product is TVP?
- h. 1124069 Turkey - Thigh Meat, 40 lbs - per cs - Is this product ends and pieces?

A5a. Chicken breast pieces, filets, tenders, etc.

A5b. Chub or log

A5c. Pieces

A5d. 8 oz portion sliced product.

A5e. It is mechanically separated chicken with no fillers.

A5f. It is 10% TVP.

A5g. It is 10% TVP.

A5h. Whole boneless thighs.

Q6. Relating to Exhibit 4 – Scope of Work, page 2, section 1.8

- a. Will the state please confirm that the selected contractor will be able to only purchase what can be used in their menus and only at a cost the contractor would be able to procure the product?
- b. Will the state please provide the food inventory and cost of shelf-stable food and beverage that is anticipated to be on-hand at the contract start date?

A6a. Yes, the contractor will be responsible for procuring all products used in the menus. Utilizing ODOC/Agri-Services for the products it produces is the only required supplier that the contractor must use.

A6b. The current inventory is provided in Exhibit 12 – Current Facility Inventory. Each facility is bookmarked in the PDF file. Cost and inventory anticipated to be on-hand at the contract start date is not available.

Q7. Relating to Exhibit 4 – Scope of Work, page 2, section 2 Facilities

- a. 2.1.1.2 If new equipment is required, will the state confirm that the awarded contractor will make the determination as to when equipment has reached the end of its useful life?
- b. 2.1.1.2 Will the state please provide the dish machine lease costs.
- c. Will the selected vendor be responsible for walk-ins and hoods?
- d. Will the state or the selected vendor operate the warehouses that supply each facility?
- e. Will the state continue to drive trucks from warehouses into the facilities with the food orders?

A7a. Yes, the awarded contractor will make this determination, as long as food service operations are not impacted.

A7b.

Allen Gamble CC – \$0.00
Bill Johnson CC – \$461.85 per month
Clara Waters CCC – \$180.00 per month
Dick Conner CC – \$509.00 per month
Eddie Warrior CC – \$429.95 per month
Enid CCC – \$195.00 per month
Great Plains CC – \$0.00 per month
Howard McLeod CC – \$305.00 per month
Jackie Brannon CC – \$234.95 per month
James Crabtree CC – \$709.95 per month
Jess Dunn CC – \$514.95 per month
Jim E Hamilton CC – \$277.13 per month
John Lilley CC – \$344.95 per month
Joseph Harp CC – \$410.00 per month
Lawton CCC – \$195.00 per month
Lexington A&R Center – \$841.00 per month
Mack Alford CC – \$305.00 per month
Mabel Bassett CC – \$505.00 per month
Northeast Oklahoma CCC – \$239.95 per month
Oklahoma State Penitentiary – \$440.95 per month
Oklahoma State Reformatory – \$634.95 per month
Red Rock CC – \$0.00
Union City CCC – \$100.00 per month

A7c. Yes, the selected contractor will be responsible for walk-ins and hoods.

A7d. ODOC operates the warehouses that supply each facility.

A7e. Yes, ODOC will continue to drive trucks from the warehouse to the facilities.

Q8. Relating to Exhibit 4 – Scope of Work, page 3, section 3 Contractor Requirements – This section requires five years of experience in private, federal and state correctional systems of similar scope, for which the contractor shall submit documentation demonstrating previous successful experience with at least three such programs. Will the state please clarify that documentation is required for three clients from either federal, state, OR private, as opposed to one client from each category?

A8. Correct. Documentation is required for three clients from either, federal, state or private in similar size and scope. One client from each category is unnecessary. All clients must be of comparable total population size or higher.

Q9. Relating to Exhibit 4 – Scope of Work, page 6, section 8.1
a. Will the state please clarify whether the department utilizes scanners to track meals?
b. Do inmates have wrist bands or ID cards with a barcode that translates to their inmate number?

A9a. ODOC is currently implementing this with Culinary Digital. It is not complete.
A9b. Inmates each have an ID card with a barcode that translates to their inmate number.

Q10. Relating to Exhibit 4 – Scope of Work, page 8, section 9.3.8.1 – Will the state please define what is an “immediate” approved temporary replacement?

A10. Within a reasonable timeframe that has as minimal as an impact food service operations as possible.

Q11. Relating to Exhibit 4 – Scope of Work, page 8, section 9.3.8.1.1 – If the contractor is able to fill a vacant position using overtime until the position is filled, and the department does not have to provide personnel on a temporary basis, would the state agree that section 9.3.8.1.1 will not apply?

A11. ODOC can confirm that this will not apply, assuming all other personnel requirements are met.

Q12. Relating to Exhibit 4 – Scope of Work, page 9, section 9.4 – If a state employee chooses not to accept an offer of employment from the contractor, will they be provided opportunities with the state?

A12. Yes, they will have the opportunity to apply for other positions within that ODOC location or the state.

Q13. Relating to Exhibit 4 – Scope of Work, page 16, sections 10.11.1.1.1 and 10.11.1.1.1.1 – The vendor will implement IT controls to ensure each inmate is provided with only one meal per designated mealtime. Will the state please clarify that the department will continue to have COs in the chow halls during mealtimes to control inmate doublebacks in the feeding line?

A13. Correctional officers will be stationed in the chow halls but will only be available in times of conflict and as needed. Ultimately, the contractor is solely responsible for ensuring only one meal is served to each inmate per mealtime.

Q14. Relating to Exhibit 4 – Scope of Work, page 18, section 10.11.6.2 – Will the state please provide the monthly usage and cost of the food items required (e.g., peanut butter crackers and/or milk) to address medical emergencies under this subsection?

A14. Currently, ODOC does not provide these food items and has no historical usage to address medical emergencies. Should they be necessary over the course of the contract, the awarded contractor shall provide them.

Q15. Relating to Exhibit 4 – Scope of Work, page 25, section 15.3
a. Will the state please provide a description of the process currently in place for providing and assessing inmate surveys? Will the state please provide a copy of the survey currently used?
b. Will the state consider allowing the contractor to provide alternative methods to assess inmate satisfaction in lieu of the surveys described in this section, as meal satisfaction will vary between meals?

A15a. The survey that was completed by ODOC was provided through Qualtrics on a tablet that Offender Advocacy provided to each inmate at the time of the survey. These surveys were completed anonymously. The final report is included as Exhibit 11 – Inmate Survey Results.
A15b. Yes, ODOC is open to alternative methods as mutually agreed to by ODOC and the awarded contractor.

Q16. Relating to Exhibit 4 – Scope of Work, page 31, section 18.2.1.1 – Will the state please confirm that the itemization of meals requested in this section is for use in assessing meal participation at individual locations and is not to be used in calculating the itemized invoices required under subsection 18.2.1?

A16. , The contractor will be required to invoice based on participation rates. Per Exhibit 4 - Scope of Work 10.11.1.1.1, “The contractor shall implement controls to ensure that each inmate is provided with only one meal per designated mealtime (breakfast, lunch and dinner)” and 10.11.1.1.1.1. “ODOC will not be responsible for payment of any additional meals served”.

Q17. Relating to Exhibit 9 – Pricing – Will the state please confirm that the “Estimated Quantity” of meals subtotals listed on Exhibit 9 – Pricing were derived using daily population counts, consistent with the daily population counts that, upon commencement of service, will be provided by ODOC to be used for invoicing, as per subsection 18.2.1 of the Scope of Work?

A17. Upon commencement of service, the contractor will be required to invoice based on participation rates. Per Exhibit 4 - Scope of Work 10.11.1.1.1, “The contractor shall implement controls to ensure that each inmate is provided with only one meal per designated mealtime (breakfast, lunch and dinner)” and 10.11.1.1.1.1. “ODOC will not be responsible for payment of any additional meals served”.

Q18. Trinity Services Group requests to visit the following locations:
Jess Dunn CC-601 South 124th Street, West Taft, OK 74463-0316
Dr Eddie Warrior CC-601 N. Oak Street, Taft, OK 74463-0315
Great Plains CC-700 Sugar Creek Drive, Hinton, OK 73047
OK state reformatory-1700 East First Street, Granite, OK 73547
Lawton CCC-605 Southwest Coombs Road, Lawton, OK 73501-8294
Enid CCC-2020 E. Maine Avenue, Enid, OK 73701-6445
James Crabtree CC-216 N. Murray Street, Helena, OK 73741-1017
Charles E Bill Johnson CC-1856 E Flynn Street, Alva, Oklahoma 73717-3005
Dick Conner CC-129 Conner Road, Hominy, OK 74035-0220
NE OK CCC-442586 E 250 Road, Vinita, OK 74301

A18. Site Visits will be conducted at the following dates/times. No more than two contractor representatives will be allowed at each location during these visits.

Contractor representatives will be required to provide proper identification to enter the facility. They will also only be allowed to bring in a notepad, writing utensil and point-and-shoot cameras. Contractors are strictly prohibited from taking pictures of any inmate during these visits.

Wednesday, December 10th

8:30 am – Enid CCC
9:30 am – Lawton CCC
10:00 am – Oklahoma State Reformatory
10:30 am – James Crabtree CC
12:00 pm – Great Plains CC
1:00 pm – Bill Johnson CC

Thursday, December 11th

9:00 am – Dick Conner CC
10:00 am – Eddie Warrior CC
12:00 pm – Jess Dunn CC
12:00 pm – Northeast Oklahoma CCC

Q19. Relating to section 2.5 of the Scope of Work document, related to the pre-scheduled site visit for the Red Rock facility, will the state please provide instructions on the information required from vendors that wish to participate in the site visit and how you would prefer that information be communicated to the ODOC? If vendors wish to schedule additional site visits with other facilities, what is the process for scheduling those?

A19. Unfortunately, this question was not provided to ODOC from OMES until November 25, after the site visit had already been conducted.

Q20. Are the freezers and walk-in coolers part of the vendor's maintenance and repair responsibilities, or are they part of the physical plant and therefore the state's responsibility?

A20. They are the contractor's responsibility.

Q21. In the previous RFP, the State indicated that you would be "open to scale pricing." Please confirm that this remains a correct statement.

A21. Yes, scaled pricing will be acceptable. For the purposes of the solicitation, pricing based on Exhibit 9 – Pricing, is what will be scored during the evaluation process.

Q22. Would the state consider an initial contract term of three (3) years, with two (2) one-year renewals, to reduce upfront costs associated with equipment purchases by amortizing over a longer initial base contract period? In the prior bid process, the state answered that you would consider offers with this type of contract term.

A22. No, it will not. In the prior bid process, the State stated that it would consider an initial term of two (2) years with three (3) one-year renewals. Two (2) years with three (3) one-year renewals will still be considered.

Q23. Section 1.6 states that there is a \$0.00 minimum spend on Agri items. Please confirm that this means a vendor does not need to purchase items from Agri unless they are beneficial/cost-effective.

A23. \$0.00 is a minimum, not maximum. Anything over \$0.00 is required to be purchased from Agri-Services.

Q24. Union City Community Corrections is not on the list of accounts but shows staffing in the RFP. Please confirm that we need to account for the staffing at this facility.

A24. Yes, Union City is part of the solicitation. It is on Exhibit 5 – Facility locations, but row 25 is inadvertently hidden. Unhiding this row will allow you to see Union City's information.

Q25. Can the State clarify what this statement in the Scope of Work document means in terms of products that are required to be used: "the contractor will be responsible for partnering with and utilizing ODOC/Agri-Services to fulfill food item requirements over the duration of this contract with a minimum spend of \$0.00 for any food products that ODOC/Agri-Services produces"?

A25. The statement means that the contractor is required to purchase any food items produced by ODOC/Agri-Services during the contract term. The "minimum spend of \$0.00" indicates that there is no set dollar threshold or guaranteed purchase amount, but it does not eliminate the requirement. As there is no minimum amount, anything above \$0.00 is required.

Q26. If \$0.00 is the requirement, then not purchasing any products is compliant in terms of the contract?

A26. \$0.00 is a minimum, not maximum. Anything over \$0.00 is required to be purchased from ODOC/Agri-Services.

Q27. Can the State provide nutrition and food specifications for the food products that ODOC/Agri-Services currently produces, including bulk milk, raw and cooked chicken, beef, and sausage products?

A27. Yes, this is included as Exhibit 10 – Agri-Services Nutrition Information.

Q28. Will the nutrition analysis and recipes for the bid menus require the use of Agg products from the State?

A28. No, it will not.

Q29. Can the State clarify the statement in the Scope of Work, "Outside of ODOC/Agri-Services, the contractor will not be required to utilize any other supplier for any food products, supplies, or equipment over the course of this contract"?

A29. The statement means that the contractor is required to purchase any food items produced by ODOC/Agri-Services during the contract term. The "minimum spend of \$0.00" indicates that there is no set dollar threshold or guaranteed purchase amount, but it does not eliminate the requirement. As there is no minimum amount, anything above \$0.00 is required.

Q30. Is the contractor permitted to use its own suppliers for the ODOC food service contract?

A30. Yes, as stated in Q29 and in Exhibit 4 - Scope of Work 1.6.5, "Outside of ODOC/Agri-Services, the contractor will not be required to utilize any other supplier for any food products, supplies, or equipment over the course of this contract"

Q31. Scope of Work document 10.10 states: All menus must meet or exceed the minimum Recommended Daily Allowance (RDA) or DRI as published by the Institute of Medicine of the National Academies. Can the State clarify which category of "Life Stage Group" the State uses for its reference population?

A31. Currently, ODOC does not utilize a specific category of "life stage group" for its reference population.

Q32. Can the State clarify if medical and therapeutic diets are to be submitted with the bid menus or developed in consultation with ODOC medical after award?

A32. They are required to be submitted with the bid response. They will be evaluated and scored during the evaluation process. Per Scope of Work 10.9, The contractor shall submit draft menus approved by a registered dietician as part of its proposal to demonstrate compliance with all menu requirements in section 10.10. Menus must accommodate for religious, therapeutic, vegetarian, and other special dietary needs. These specialized menus must conform as closely as possible to the approved master menu, while meeting the specific nutritional and dietary requirements of each category.

Q33. Does the State require a vegetarian alternate menu for religious purposes to be submitted with the bid menus and submitted for approval after the award?

A33. They are required to be submitted with the bid response. They will be evaluated and scored during the evaluation process. Per Scope of Work 10.9, The contractor shall submit draft menus approved by a registered dietician as part of its proposal to demonstrate compliance with all menu requirements in section 10.10. Menus must accommodate for religious, therapeutic, vegetarian, and other special dietary needs. These specialized menus must conform as closely as possible to the approved master menu, while meeting the specific nutritional and dietary requirements of each category.

Q34. Will the contractor be responsible for hood cleaning at each facility?

A34. Yes. Per Exhibit 4 - Scope of Work 1.4, "The contractor understands that all services provided are the sole responsibility of the contractor and that ODOC will provide oversight that all services are being met to ODOC's satisfaction" and 10.3, "ODOC will be responsible for providing utilities, dumpsters for solid waste removal and licensed pest control services to the specified food service areas at each facility".

Q35. Will the contractor be responsible for grease trap pumping/dumping at each facility?

A35. Yes. Per Exhibit 4 - Scope of Work 1.4, "The contractor understands that all services provided are the sole responsibility of the contractor and that ODOC will provide oversight that all services are being met to ODOC's satisfaction" and 10.3, "ODOC will be responsible for providing utilities, dumpsters for solid waste removal and licensed pest control services to the specified food service areas at each facility".

Q36. As the State responded during the previous bid, please confirm that billing for meals will be based on facility population, not on participation.

A36. It will be based on participation. Per Exhibit 4 - Scope of Work 10.11.1.1.1, "The contractor shall implement controls to ensure that each inmate is provided with only one meal per designated mealtime (breakfast, lunch and dinner)" and 10.11.1.1.1.1, "ODOC will not be responsible for payment of any additional meals served".

Q37. With regards to the digital meal-tracking solution described in 10.18 – By facility and eating location, will DOC please provide the current number of serving lines in operation today?

A37. This information is already provided in Exhibit 5 – Facility Information.

Q38. 8.1.5.2 states that there are offices in each kitchen area that have data/electricity. Is there data/electricity available at each facility in the area where the inmates receive and eat their meals?

A38. Yes, there are offices in each kitchen area with data and electricity available for PCs and printers.

Q39. 8.1.5.1 states that no Wi-Fi is available for the contractor's use, but is the contractor allowed to install Wi-Fi and/or cellular connectivity for scanners to operate if needed?

A39. The contractor will have the option to install its own access points, as long as they do not interfere with current equipment.

Q40. Relating to Exhibit 4 – Scope of Work, page 2, section 2.1.1.1.1 – The contractor will be responsible for maintenance and repairs. Will the state clarify whether the contractor will be required to use ODOC's employees or whether it can utilize its own employees?

A40. The contractor will be required to use its own employees.

Q41. Relating to Exhibit 4 – Scope of Work, page 2, section 2 Facilities – will the state clarify if it or the contractor will be responsible for grease traps?

A41. The contractor will be responsible. Per Exhibit 4 - Scope of Work 1.4, "The contractor understands that all services provided are the sole responsibility of the contractor and that ODOC will provide oversight that all services are being met to ODOC's satisfaction" and 10.3, "ODOC will be responsible for providing utilities, dumpsters for solid waste removal and licensed pest control services to the specified food service areas at each facility".

Q42. Relating to Agency Bidder Instruction, page 9, section 7.9 – will the state please provide the number of total staff located at each facility?

A42. This information is already provided in Exhibit 8 – Current Food Service Positions.

Q43. Relating to Exhibit 4 – Scope of Work, page 18, section 10.11.5 Sack Lunches – Will the state please provide the average number of regular sacks and the average number of work crew sacks provided daily?

A43. Unfortunately, currently all sack lunches are grouped into one category. Information for each facility's average daily sack lunches is provided below:

Allen Gamble CC – 60 per day
Bill Johnson CC – 7 per day
Clara Waters CCC – 140 per day
Dick Conner CC – 25 per day
Eddie Warrior CC – 60 per day
Enid CCC – 100 per day
Great Plains CC – 15 per day
Howard McLeod CC – 5 per day
Jackie Brannon CC – 120 per day
James Crabtree CC – 30 per day
Jess Dunn CC – 20 per day
Jim E Hamilton CC – 25 per day
John Lilley CC – 65 per day
Joseph Harp CC – 15 per day
Lawton CCC – 165 per day
Lexington A&R Center – 250 per day
Mack Alford CC – 15 per day
Mabel Bassett CC – 30 per day
Northeast Oklahoma CCC – 300 per day
Oklahoma State Penitentiary – 20 per day
Oklahoma State Reformatory – 30 per day
Red Rock CC – 20 per day
Union City CCC – 100 per day

Q44. Relating to Exhibit 9 – Pricing – For the "Extended Cost" in column D (and all outer years' Extended Cost F, H, J) – should the "Total" formula cell (D4) be a summary (total) of the lines above in column D?

A44. The extended cost in Column D is the contractor's pricing as multiplied by number of meals in Column B. The extended cost in Column F is the contractor's pricing as multiplied by number of meals in Column E and so forth. There is an existing formula in this Exhibit in each extended cost.

Q45. Will the state please provide job descriptions for Food Service Manager Levels I, II and III?

A45. Food Service Manager

Job Description

Basic Purpose

Positions in this job family are assigned responsibilities involving planning, coordination and direction of the operation of a food service department in a state hospital, school, facility or institution. This involves planning and coordinating the preparation, cooking and serving of food, coordinating and reviewing projected menu plans with nutrition therapists, including nutritional assessments and care plans, and requisitioning food, supplies and equipment.

Typical Functions

Plans, coordinates or directs purchasing, food planning, preparation and serving, inventory, cleaning and maintenance of sanitary standards in the preparation areas, kitchen, serving and dining areas of the department.

Prepares work schedules for employees and patients.

Reviews menus and makes changes; plans menus and prepares projected menu plans; and interprets recipes, modified diet plans and proper portion control in accordance with approved policy.

Conducts staff meetings; attends staffing conferences and makes recommendations concerning operations.

Maintains necessary records and prepares required reports.

Analyzes food costs; assists with departmental budget issues.

Special Requirements

Positions in this job family are safety sensitive as defined by 63 O.S. § 427.8.

Level Descriptor

I - At this level of this job family employees are assigned overall responsibility for the direction and coordination of the operation of a food service department of limited size and scope or for assisting in the operation of a larger food service department. Responsibilities will include direction and supervision of assigned staff which may include employees, inmates, students, patients and/or others, and also includes requisitioning produce, commodities, equipment and supplies, receiving and checking shipments against invoices, ensuring food items are properly stored, taking inventory and planning and supervising the serving of special meals.

II - At this level of this job family, employees are assigned overall responsibility for directing and coordinating the operation of a food service

department of moderate size and scope or assisting in the direction of a larger food service department. This will include direction of the work activities of assigned food service staff, including employees, inmates, or others responsible for the preparation and serving of meals, and the supervision of lower-level supervisors who are assigned responsibility for individual units or activities. Responsibilities may also include preparing or recommending quarterly food requisitions, supervising the receipt, inspection, storage, and use of supplies, and ensuring adherence to accreditation standards for food service operations.

III - At this level employees are assigned responsibilities involving the direction of a food service department which is large in size and scope. In this role responsibilities may include determining budget requirements for the department, reviewing and approving expenditures, establishing policies and procedures for the department, observing and analyzing work processes to improve efficiency of operations, and checking quality and quantity of supplies received and following up on any discrepancies. Direction and supervision will be provided to lower level managers or supervisors who are assigned responsibility for assisting in providing food service support for the facility or institution.

Education and Experience

I - Education and Experience requirements at this level consist of an associate's degree in culinary arts, food management or a similar field and one year of experience in a supervisory capacity or supervising inmates in a commercial or institutional food service environment; or an equivalent combination of education and experience, substituting one additional year of qualifying experience for each year of the required education. ## Note: There is no substitution allowed for the required one year of supervisory inmate experience.

II - Education and experience requirements at this level consist of an associate's degree in culinary arts, food management, or a similar field, and two years of experience in a supervisory capacity or supervising inmates in a commercial or institutional food service environment; or an equivalent combination of education and experience, substituting one additional year of qualifying experience for each year of the required education. Note: There is no substitution allowed for the required two years of supervisory experience.

III - Education and Experience requirements at this level consist of an associate's degree in culinary arts, food management or a similar field and three years of experience in a supervisory capacity or supervising inmates in a commercial or institutional food service environment; or an equivalent combination of education and experience, substituting one additional year of qualifying experience for each year of the required education. Note: No substitution will be allowed for the required three years of supervisory inmate experience.

Knowledge, Skills, Abilities and Competencies

I - Knowledge, Skills and Abilities required at this level include knowledge of requisition and inventory records; of food service organization and operation; of food preparation and modified diets; of safety hazards and precautions; of proper sanitation methods; of food storage methods; of menu planning and recipe interpretation; of standard cooking weights and measures; and of the principles of training. Ability is required to interpret and prepare special dietary menus and menu instructions; to establish and maintain effective working relationships with others; to give and follow oral and written instructions; and to organize and supervise the work of others.

II - Knowledge, skills, and abilities required at this level include knowledge of requisition and inventory records; of food service organization and operation; of food preparation and modified diets; of safety hazards and precautions; of proper sanitation methods; of food storage methods; of menu planning and recipe interpretation; of standard cooking weights and measures; of the principles of training; and of managerial principles and practices. Ability is required to interpret and prepare special dietary menus and menu instructions; to establish and maintain effective working relationships with others; to give and follow oral and written instructions; and to organize and supervise the work of others.

III - Knowledge, Skills and Abilities required at this level include knowledge of requisition and inventory records; of food service organization and operation; of food preparation and modified diets; of safety hazards and precautions; of proper sanitation methods; of food storage methods; of menu planning and recipe interpretation; of standard cooking weights and measures; of the principles of training; of managerial principles and practices; of principles and practices of large-scale food service management; and of state purchasing procedures and budget preparation. Ability is required to interpret and prepare special dietary menus and menu instructions; to establish and maintain effective working relationships with others; to give and follow oral and written instructions; and to organize and supervise the work of others.

Q46. Relating to Scope of Work section 8.1.2 – will the state provide the annual amount spent on equipment maintenance and repair in each facility, or statewide?

A46. ODOC does not have this information.

Q47. Relating to scope of work section 8.1.3-What data is ODOC looking to receive from the contractor at the end of the contract?

A47. A final tally of any records in Scope of Work – Section 16.

Q48. Relating to Exhibit 5, will the state please break out the numbers of inmates on Kosher vs Halal, by facility?

A48. As of 12/11/2025:

Allen Gamble CC – 196

Bill Johnson CC – 3

Clara Waters CCC – 5

Dick Conner CC – 59

Eddie Warrior CC – 21

Enid CCC - 0

Great Plains CC – 108

Howard McLeod CC – 19

Jackie Brannon CC – 5

James Crabtree CC – 91

Jess Dunn CC – 14

Jim E Hamilton CC – 26

John Lilley CC – 33

Joseph Harp CC – 91

Lawton CCC – 3

Lexington A&R Center – 47

Mack Alford CC – 34

Mabel Bassett CC – 40

Northeast Oklahoma CCC – 18

Oklahoma State Penitentiary – 125

Oklahoma State Reformatory – 17

Q49. Relating to Attachment B – General Terms, section 1.3 – contract renewal: Should the selected contractor request a price increase in connection with a renewal, or otherwise, conditioned upon providing appropriate documentation supporting the request, will the state clarify whether the increase would go into effect one year after the start of the contract, or July 1?

A49. The pricing that the contractor provides in Exhibit 9 – Pricing or in scaled pricing documentation provided with bid response (if award includes scaled pricing) will be firm and not open to negotiation, unless an applicable national emergency has been declared by the President of the United States.

Q50. Scope of Work section 10.11.1.1 requires at least two hot meals to be served daily. If cost neutral, would the state prefer 3 hot meals served per day?

A50. If cost-neutral, the preference would be three hot meals served per day.

Q51. During site visits we saw that each inmate is issued a spork and cup upon arrival to the Oklahoma Department of Corrections. Can the Department clarify whether providing these items will fall under the contractor's responsibility at intake or during ongoing operations? Additionally, when an inmate loses, damages, or requires replacement of these items, how is that currently handled, and will the contractor be responsible for issuing or tracking replacements?

A51. This is currently not the practice at all facilities. The contractor will be responsible for providing these items and any replacements.

Q52. Can the Department confirm whether an adequate inventory of smallwares will be available to the contractor at the start of operations? Specifically, does the Department currently maintain sufficient quantities of trays, spoodles, kitchen utensils, and other standard smallwares to support uninterrupted service, including the industry-standard expectation of a double run of trays? If not, will the contractor be responsible for procuring any shortages prior to or during transition?

A52. ODOC will be responsible for maintaining an adequate inventory of smallwares until a location is fully implemented. Once one location has been fully implemented, the contractor will be responsible for that location.

Q53. 9.7.1.1. The contractor shall keep written documentation of all the training required to be completed by its personnel and record of compliance by all personnel with its training. Does electronic record keeping (LMS tracking) meet this requirement?

A53. Yes, this will fulfill the requirement.

Q54. Following notice of award, will ODOC enter negotiation with the selected contractor to discuss the proposed contract, proposed terms, value added services, and other items that will become part of the ensuing contract? When entering into new partnerships with state DOC systems for essential services such as food service management, it is beneficial to both parties to engage in dialogue prior to effectuating the contract to ensure mutual understanding and alignment for an effective and efficient partnership.

A54. Yes, ODOC will meet with the awarded contractor to ensure mutual understanding and alignment for an effective and efficient partnership. However, the contract and terms are finalized by OMES prior to the award and no changes that alter the scope of the contract or those terms will be permitted after award. Value-added services will not be considered during the awarding process nor will they be incorporated once the contract has been implemented.

Q55. Will ODOC allow vendors to submit sliding scale pricing options with their proposals? Scaled pricing is beneficial to the state and vendor, providing mutual mitigation of risk. Increasing population will lower the meal price while a decrease in population will increase the price per meal but decrease the state's overall spend.

A55. Yes, scaled pricing will be acceptable. For the purposes of the solicitation, pricing based on Exhibit 9 – Pricing, is what will be scored during the evaluation process.

Q56. Relating to Scope of Work, section 2.1.1.1.2 – will the state provide the contract end dates for its leased dish machines? Will the selected vendor be required to procure new leases?

A56. This information is already provided in Exhibit 6 – Facility Food Service Equipment. When a lease has extended, the contractor may procure new leases or procure equipment on its own.

Q57. Relating to Scope of Work, section 9.4 & Exhibit 8 – will the state provide an updated employee count including vacancies and salaries?

A57. Current information is already provided in Exhibit 8 – Current Food Service Positions.

Q58. Relating to Scope of Work, section 15.3 – as inmate survey results will be used in the annual evaluation of the selected contractor, will the state provide the current inmate satisfaction scores so vendors can gauge the starting point? Also, will the state provide the parameters of the survey process?

A58. The survey that was completed by ODOC was provided through Qualtrics on a tablet that Offender Advocacy provided to each inmate at the time of the survey. These surveys were completed anonymously. The final report is included as Exhibit 11 – Inmate Survey Results.

Q59. Section 17.6.2 of the Scope of Work states that the Department may assess liquidated damages of \$1,000 per business day per facility for any failure to meet a performance standard, project task, deliverable date, or specified timeframe.

Given the operational complexity of correctional foodservice operations, will the Department clarify whether distinctions will be made between minor, non-material variances, and substantive performance failures? Specifically, will the Department consider establishing reasonable thresholds, tolerances, or materiality criteria to ensure that liquidated damages are not applied for isolated or inconsequential issues?

A60. Yes, ODOC and the awarded contractor will collaboratively establish these parameters after award.

Q61. Will the corrective action process allow for collaborative review with the contractor and contract monitor to determine whether a deficiency warrants assessment of liquidated damages?

A61. Yes, the contractor and contract monitor will have this opportunity.

Q62. Will the Department clarify if the contractor will have one week for corrections before liquidated damages are assessed?

A62. No, this will begin after two business days. Per Scope of Work 17.6.2: For any failure by the contractor to meet any performance standard, project task, project, deliverable date, or time frames specified herein, ODOC shall require the contractor to pay liquidated damages of \$1,000.00 per business day, to begin two business days after failure to meet per affected facility until such task, deliverable or performance standard or timeframe for each business day thereafter until such task, deliverable or performance standard is completed, rectified and accepted by ODOC. ODOC will notify the contractor of the first instance of failure to meet one (1) or more defined standards and request a corrective plan by the due date and where no extension has been granted, the ODOC may, at its discretion, invoke the appropriate remedy per this schedule.

Q63. Section 10.11.3.2 of the Scope of Work states that inmates may request appointments with food service staff to review Kosher/Halal labels or documentation when items have been repackaged for individual service. All Kosher products used in our programs are certified Kosher and display the appropriate certification symbols. In other states, to reduce movement and maintain security, these inquiries are handled through the informal grievance process or through individual dorm representative meetings rather than in-person appointments. Additionally, our programs are overseen and certified by a Rabbi to ensure no deviation from Kosher requirements occurs. Would the Department consider these methods—grievance procedures and dorm representative meetings—adequate alternatives to meet the intent of Section 10.11.3.2 while effectively controlling inmate movement?

A63. Yes, this will fulfill the requirement.

Q64. According to answers in the previous solicitation, the state indicated it would provide state-mandated training for contractor staff at no charge. Please confirm that ODOC will provide state-required training at no cost to the contractor.

A65. Correct, ODOC will provide state-required training at no cost to the contractor.

Q66. According to answers in the previous solicitation, the State indicated that contract renewal terms will be mutually agreed upon. Please confirm that annual contract renewals will be mutually agreed upon.

A65. Correct.

***Additional Exhibits (Exhibit 10, Exhibit 11 and Exhibit 12) are posted with this Amendment 3 for items that were requested in the Q&A.

b. All other terms and conditions remain unchanged.

Aramark Correctional Services, LLC

12/16/25

Supplier Company Name (PRINT)

Date

Tim Barttrum

President

Authorized Representative Name (PRINT)

Title


Authorized Representative Signature

Scope of Work

1. General Requirements

- 1.1. The contractor shall provide all food management services for all ODOC facilities listed in Exhibit 6 – Facility Information.
- 1.2. At any time during the agreement period of the contract, ODOC has the right to add, remove, expand, consolidate, relocate or separate any facilities.
- 1.3. Should there be a significant inmate population count change over the course of the agreement period of this contract, due to factors such as legislative passage of bills, etc., the contractor shall consult with ODOC to ensure continuation of needs of the contract are being met.
 - 1.3.1. ODOC will not assume any financial obligations of the contractor associated with such change, nor shall ODOC be responsible for any displacement expenses or loss of salary that may be incurred by the contractor's personnel, associates and subcontractors.
- 1.4. The contractor understands that all services provided are the sole responsibility of the contractor and that ODOC will provide oversight that all services are being met to ODOC's satisfaction.
- 1.5. The contractor understands that all expenses incurred by contractor or its personnel under this contract are the sole responsibility of the contractor.
- 1.6. The contractor understands that ODOC/Agri-Services division has the mission to produce, purchase and provide food items needed to meet ODOC Master Menu requirements, while providing meaningful employment to inmate workers. The contractor will be responsible for partnering with and utilizing ODOC/Agri-Services to fulfill food item requirements over the duration of this contract with a minimum spend of \$0.00 for any food products that ODOC/Agri-Services produces.
 - 1.6.1. The food products that ODOC/Agri-Services currently produce include:
 - 1.6.1.1. Bulk milk in five-gallon containers, which is mainly served in insulated beverage dispensers.
 - 1.6.1.2. Uncooked/cooked chicken
 - 1.6.1.3. Uncooked/cooked beef
 - 1.6.1.4. Uncooked/cooked sausage
 - 1.6.2. A current ODOC/Agri-Services ordering form with pricing has been included as Exhibit 7.
 - 1.6.3. ODOC/Agri-Services will ensure that it provides pricing to the contractor that is competitive with wholesale pricing for its food items.
 - 1.6.4. During the term of the contract, ODOC/Agri-Services may make available certain products that are not produced in-house, which the contractor may elect to procure at its discretion.

Exhibit 4 – Scope of Work

- 1.6.5. Outside of ODOC/Agri-Services, the contractor will not be required to utilize any other supplier for any food products, supplies or equipment over the course of this contract.
- 1.7. The contractor may offer meals to facility staff/guests at a cost not to exceed the cost offered to the inmate population.
 - 1.7.1. The payment mechanism (cash, credit card, etc) utilized by facility staff/guests will be agreed to by the contractor and ODOC after contract award.
- 1.8. The contractor shall be responsible for purchasing all shelf-stable food and beverages that ODOC has on hand at the time of implementation of this contract. ODOC will take steps to reduce the inventory to the lowest possible levels and still serve the inmate population before this date.

2. Facilities

- 2.1. All ODOC facilities have kitchen facilities, including coolers, freezers and a limited amount of dry goods storage space.
 - 2.1.1. ODOC food service equipment is primarily owned by ODOC. An inventory of each facility's equipment is provided in Exhibit 6 – Facility Food Service Equipment.
 - 2.1.1.1. The contractor may use available ODOC food service equipment at each facility.
 - 2.1.1.1.1. The contractor will be responsible for maintenance and repairs of ODOC-owned equipment.
 - 2.1.1.1.2. Dish machines are primarily leased through another supplier. The contractor will be responsible for continuing any leases, if required.
 - 2.1.1.2. The contractor will be responsible for procuring all new and replacement equipment. Should the contractor choose, it may offer ODOC the options below or propose an alternative, which will be agreed to by ODOC and the awarded contractor.
 - 2.1.1.2.1. The contractor may offer all new and replacement equipment at no-interest financing for a determined length of period agreeable in writing by ODOC and the awarded contractor.
 - 2.1.1.2.2. At the conclusion of the contract, the awarded contractor may offer to sell any contractor-owned equipment that is in good working condition at a depreciated value in writing by ODOC and awarded contractor.
 - 2.1.1.2.2.1. The depreciated value shall be calculated at a rate of 0.8% per month from the purchase date of equipment.
- 2.2. ODOC currently utilizes inmate labor in its kitchens, food service and storage facilities.

Exhibit 4 – Scope of Work

- 2.3. Each facility only has one kitchen/food production area available.
- 2.4. Only specified areas of the facility will be available for the food service and its storage. No other areas of the facility will be made available to the contractor for storage.
- 2.5. Contractors will have the opportunity to observe the location of each facility's food service and storage area if a site visit is requested. Only Red Rock Correctional Center will have a pre-scheduled site visit. **This site visit will be held at 10:00 am CT on Wednesday, November 19th, 2025.**
 - 2.5.1. The purpose of the on-site inspection is to allow bidders the opportunity for visual inspection and familiarization with the facilities.
 - 2.5.2. All questions regarding the facilities must be held and provided in writing to the OMES contact provided for the solicitation.
 - 2.5.3. Bidders are prohibited from scheduling an on-site inspection directly with any facility.
 - 2.5.4. Each bidder is solely responsible for the inspection, examination and assessment of each facility that may affect or impact on the performance of the food service operations. The bidder's failure to inspect any facility during the on-site inspection in no way relieves the bidder of performance over the course of the contract.

3. Contractor Requirements

- 3.1. Minimum of five years documented experience service in private, federal and state correctional systems of similar scope with various meal delivery systems.
 - 3.1.1. The contractor shall submit documentation demonstrating previous successful experience with at least three such programs. To substantiate the supplier's successful completion of similar programs, appropriate contact names, current telephone numbers and e-mail addresses must be included in the proposal.

4. Administrative Office

- 4.1. Within 120 days after award of this contract, the contractor, at its sole expense, shall provide and maintain an administrative office in Oklahoma City, Oklahoma, for the contractor's management personnel to offer direction and supervision of all the contractor's assigned personnel.
 - 4.1.1. The contractor shall provide all equipment/furnishings to meet their needs.

5. Policies and Procedures

- 5.1. Within 60 days after the contract award, the contractor shall develop and provide a policies and procedures manual for each facility, which will govern all food service operations.
 - 5.1.1. The contractor's policies and procedures shall comply with all ODOC policies and procedures. ODOC shall have the final approval over each contractor's policies and procedures manual.

Exhibit 4 – Scope of Work

5.1.2. The contractor's policies and procedures must include, but not be limited to

5.1.2.1 Employee attendance

5.1.2.2 Employee attire and badges

5.1.2.3 Staff conduct and performance

5.1.2.4 Payroll and benefits

5.1.2.5 Operations and facility security including

5.1.1.5.1. Tool control

5.1.1.5.2. Prohibition on socializing with inmates

5.1.1.5.3. Disciplinary actions

5.1.1.5.4. Drug-Free workplace

5.1.1.5.5. Employee fingerprint-based criminal history record checks

5.1.1.5.6. Sanitation and equipment maintenance.

5.1.1.5.7. New employee orientation

5.1.1.5.8. On-going employee training and development

5.1.1.5.9. Emergency operation plan to provide continuity of service during a catastrophe or disaster, whether natural or manmade.

5.1.2. Such policies and procedure manual must contain, at a minimum, consistently applied principles and procedures relating to personnel matters (i.e., selection, training, performance evaluation, and progressive corrective action), inventory control, etc., which are compatible with ODOC's policies and procedures.

5.1.3. In the event of any inconsistencies between the contractor's policies and procedures manual and those dictated by ODOC, ODOC's policies shall take precedence.

5.1.4. The contractor and its personnel shall implement and comply with all relevant federal, American Correctional Association (ACA) and Oklahoma state laws and procedures that pertain to food management services.

Exhibit 4 – Scope of Work

- 5.1.5. The contractor and its personnel shall comply with all applicable Oklahoma state laws, rules, regulations, guidelines, internal ODOC policy and procures that pertain to ODOC properties.
- 5.1.6. The contractor shall be responsible for ensuring that all personnel, equipment, tools and supplies/materials comply with any and all ODOC policies and procedures.
- 5.1.7. Any modifications made to the contractor's policies and procedures prior to implementation shall be approved in writing by ODOC.

6. Transition and Implementation

- 6.1. The contractor shall provide a draft "Transition and Implementation Plan" to ODOC for review and approval with proposal.
- 6.2. The contractor's "Transition and Implementation Plan" shall provide for a seamless transition with minimal interruption of the provision of food services to inmates and include but not limited to:
 - 6.2.1. An overall transition and implementation project timeline
 - 6.2.2. Individual tasks or deliverables
 - 6.2.3. Contractor staff assigned to each task
 - 6.2.4. Milestone review dates
- 6.3. The "Transition and Implementation Plan" shall include, but not be limited to:
 - 6.3.1. The functional areas of communications
 - 6.3.2. Human resources and staffing
 - 6.3.3. Nutritional and operational support
 - 6.3.4. Finance and accounting
 - 6.3.5. Information technology
 - 6.3.6. Opening team planning.
- 6.4. The "Transition and Implementation Plan" shall document compliance with applicable ODOC policies, ACA Standards, local, state and federal regulations.
- 6.5. The contractor must receive ODOC approval in writing regarding the contractor's "Transition and Implementation Plan" prior to implementation.

Exhibit 4 – Scope of Work

6.6. Within 180 days after contract award, the contractor must be fully operational in all facilities, including, but not limited to:

6.6.1. Installing any necessary equipment and supplies

6.6.2. Providing and training any required personnel necessary

6.6.3. Full implementation of all food service operations

6.6.4. Establishing a statewide administrative office in Oklahoma City, Oklahoma.

7. Inventory

7.1. The contractor shall provide all materials, equipment and supplies to perform all services relating to this contract.

7.2. Within 30 days after contract award, the contractor and ODOC shall jointly inventory and issue an inventory report that consolidates all chemicals and food service supplies.

7.2.1. The contractor will take ownership of and credit ODOC of the amount agreed to for all items within 45 days after issuance of inventory report.

7.2.2. This inventory will not include any food product.

7.3. The contractor shall keep an on-going inventory report for all locations to be made available within 24 business hours of ODOC request.

7.4. ODOC will randomly conduct inventory checks at facilities to ensure that acceptable levels of inventory are always readily available.

8. Information Technology Requirements

8.1. The contractor shall provide all hardware and software necessary, at contractor's expense, to ensure no/minimal levels of interruptions of food management services at all facilities at any time. Interfacing with current or future ODOC software applications will be the sole responsibility of the contractor.

8.1.1. Hardware and software must be approved by and will be managed by the Oklahoma Office of Management & Enterprises Services (OMES).

8.1.2. All maintenance, repairs and replacement to hardware will be at the contractor's expense.

8.1.3. The contractor shall provide a plan for transferring of data to ODOC prior to the contract expiration, termination or cancellation. This plan shall be approved by OMES.

Exhibit 4 – Scope of Work

- 8.1.4. The contractor shall keep an on-going inventory report of all hardware and software to include but not limited to
 - 8.1.4.1. Description
 - 8.1.4.2. Serial number
 - 8.1.4.3. Purchase date
- 8.1.5. Facility kitchen information
 - 8.1.5.1. No wi-fi is available for the contractor's use during this contract.
 - 8.1.5.2. There are offices in each kitchen area that have data/electricity available for computers and printers.
 - 8.1.5.3. If the contractor requires phone/internet access in areas not available by ODOC, the contractor shall be responsible for any costs associated in these areas.

9. Staffing Plan

- 9.1. The contractor shall provide a draft "Staffing Plan" to ODOC for review and approval with proposal.
- 9.2. ODOC's current food service positions has been included as Exhibit 8.
- 9.3. The contractor's proposed "Staffing Plan" shall provide for a seamless transition with minimal interruption of the provision of food services to inmates and shall include the following:
 - 9.3.1. Adequate number of staff needed at each location with position and job descriptors.
 - 9.3.2. The contractor shall submit in writing, any proposed modifications to the staffing plan to the ODOC representative(s) prior to implementation. No modifications are allowed without written approval by the ODOC Contract Monitor(s).
 - 9.3.3. The contractor shall ensure that the approved adequate staffing plan and scheduled hours of coverage throughout the duration of the contract.
 - 9.3.3.1. Except as expressly approved in writing by ODOC, no individual shall be scheduled or permitted to work more than two contiguous shifts. Exceptions may be granted only in limited circumstances, such as unforeseen staffing shortages, emergency situations, inclement weather or other conditions where continuity of operations requires extended coverage.

Exhibit 4 – Scope of Work

- 9.3.4. The contractor shall ensure that all contractor management and line staff positions are filled for the entire scheduled work period(s) as scheduled.
- 9.3.5. The contractor shall maintain an adequate number of employees, including adequate relief personnel, on duty at all times to ensure the efficient operation of the food service operations.
- 9.3.6. The contractor shall ensure that all staff meet or exceed all the applicable licensing or certifications required by their profession set by the State of Oklahoma.
 - 9.3.6.1. The contractor shall ensure that all licensing or certifications are kept current, in good standing and provided to the ODOC representative(s) at the time of full-service implementation and at any requested time over the course of the contract.
- 9.3.7. The contractor shall provide management staff and line staff for each facility to provide oversight of work provided by inmate labor for the complete provision of food service operations, including meal preparation, meal service and cleanup.
- 9.3.8. The contractor shall understand and agree that certain situations necessitate that full-time equivalent (FTE) position(s) not be vacated for a given period, contingent upon the services provided. Final determinations of the situation shall be made by ODOC.
 - 9.3.8.1. When a vacancy or an absence occurs in a position that is normally occupied by an approved and qualified contractor personnel, the contractor must immediately provide an approved and qualified temporary/interim person. Additionally, the contractor shall report all vacancies to ODOC representative(s) within 24 hours of the position becoming vacant.
 - 9.3.8.1.1. Any of the contractor's temporary/interim personnel shall meet the minimum qualifications for that position. Failure to provide personnel for positions as agreed upon in the approved staffing plan may be deemed as a breach of contract by ODOC. If the contractor is unable to fill a vacant position, ODOC may temporarily fill vacancies with ODOC staff at the expense of the contractor.
- 9.3.9. If ODOC is dissatisfied with the scope of the services delivered, the contractor shall agree to provide appropriate staffing levels to address any issues identified. If the contractor does not achieve or does not correct ODOC's identified issue(s), or fails to maintain compliance with contractual obligations, additional monitoring, and regulatory action may be employed by ODOC and the contractor may be subject to liquidated damages as identified in Section 17.6.

Exhibit 4 – Scope of Work

- 9.3.10. The contractor shall not substitute hours worked at locations other than the ODOC facilities or the contractor's statewide administrative office to fulfill the requirements of this contract.
 - 9.3.10.1. If the contractor's staff provide service as more than one facility, the hours worked at a particular facility shall only apply toward services to that facility.
- 9.3.11. Continuity of food service operations is critical in a correctional environment. To attract and retain staff, the contractor shall agree to pay all employees a competitive wage throughout the duration of the contract. The contractor shall provide quarterly reports on wages to the ODOC representative(s).
- 9.3.12. The contractor shall use a timekeeping system approved by ODOC to accurately record and document all personnel work hours. The contractor shall maintain detailed time logs for all employees assigned under this contract. These records shall be made available to ODOC upon request at any time during the term of the contract.
- 9.4. ODOC Current Staffing – Currently, there are ODOC employees working in food service positions, both within the facilities and in administrative positions.
 - 9.4.1. Current, qualified employees of ODOC who are eligible for hire shall be granted the right of first refusal for any positions covered under this contract. The contractor shall extend employment offers to such individuals at a minimum salary equal to 125% of their existing ODOC salary. In addition, these offers shall include the contractor's standard benefits package.
 - 9.4.1.1. The contractor shall ensure that continuous healthcare coverage is provided so that access to healthcare remains uninterrupted in the event that the individual transitions to employment with the contractor.
 - 9.4.1.1.1. If a waiting period applies to the contractor's healthcare coverage, the contractor shall be responsible for covering the cost of COBRA continuation coverage for ODOC's food service workers until the contractor's insurance becomes effective.
 - 9.4.1.2. The state of Oklahoma's standard benefits package is available at the links below.
<https://oklahoma.gov/omes/divisions/human-capital-management/employee-benefits/about.html>
<https://oklahoma.gov/joinodoc.html>
 - 9.4.1.3. The contractor shall provide a written notice of employment offers to each ODOC employee in the affected food service positions. This notice shall include details regarding salary, benefits, and employment status (e.g., contract, at-will, etc.).

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Employees shall be given a minimum of five business days to accept, counter, or decline the offer before any decision is required.

- 9.4.1.4. ODOC employees who accept an offer of employment from the contractor may not be terminated without cause for a period of one year following their transition to employment with the contractor.

9.5. Personnel

- 9.5.1. The contractor shall ensure that each facility is staffed with at least one individual holding a current Manager Certification Certificate from ServSafe, an ANSI-accredited certification program.
- 9.5.2. All contractor personnel must successfully complete the following requirements, in accordance with ODOC Policy OP-110210 (<https://oklahoma.gov/doc/legal-services/policies-and-procedures/personnel-11.html>). Documentation must be submitted to the ODOC contract monitor with sufficient time for review and approval prior to the individual's on-duty date:
 - 9.5.2.1. Pre-employment background investigation
 - 9.5.2.2. Drug testing (ODOC Policy OP-110601 and OP-110603 (<https://oklahoma.gov/doc/legal-services/policies-and-procedures/personnel-11.html>))
 - 9.5.2.3. Medical exams (ODOC Policy OP-140116 (<https://oklahoma.gov/doc/legal-services/policies-and-procedures/health-services-14.html>))
- 9.5.3. Uniforms – The contractor shall provide ODOC-approved uniforms for all assigned personnel. All contractor personnel must be appropriately dressed for their assigned duties.
 - 9.5.3.1. Contractor uniforms must be clearly distinguishable from those worn by ODOC personnel.
 - 9.5.3.2. The contractor is responsible for cleaning and maintaining personnel uniforms.
- 9.5.4. Tuberculosis (TB) Testing – The contractor shall ensure that all personnel working inside ODOC facilities are tested for tuberculosis and are confirmed negative prior to the start of service.
 - 9.5.4.1. Annual TB testing is required for all ongoing contractor personnel.
 - 9.5.4.2. All TB testing shall be performed at the contractor's expense.

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9.5.5. Weekly Work Schedule – The contractor shall submit a weekly work schedule for all assigned personnel to the facility’s warden/administrator at least two weeks in advance of the schedule's effective date.

9.5.5.1. The schedule must include the names of assigned personnel, their designated facility and their scheduled days and hours of work.

9.5.6. Staff Conduct – All contractor personnel must adhere to ODOC security protocols, policies, and procedures.

9.5.7. Safety Requirements – The contractor shall maintain and enforce appropriate safety practices for both contractor personnel and any inmate workers assigned to food service.

9.5.7.1. ODOC reserves the right to inspect contractor safety practices and procedures at any location at any time.

9.5.8. Personnel Actions – ODOC reserves the right to review and access all documentation related to personnel actions taken by the contractor involving individuals not meeting contractual obligations or found in violation of ODOC policies.

9.5.9. ODOC Policies, Procedures and Rules – The contractor shall ensure that all contractor’s personnel comply with all applicable ODOC, ACA Standards, local, state of Oklahoma and federal regulations regarding this contract.

9.5.9.1. The contractor shall have clear, standard, operating procedures outlining violations, investigations, actions, appeals, etc.

9.5.9.2. Within 24 hours of any policy violation or attempted violation, the contractor must notify the facility’s warden/administrator in writing, with a copy to the ODOC Contract Monitor(s). The notice must include a description of the violation and the proposed corrective action.

9.5.9.3. ODOC shall not exercise direct control over contractor personnel. The contractor is responsible for implementing all approved personnel actions.

9.5.10. Personnel Replacement – If the contractor and ODOC are unable to agree on appropriate action following a policy violation or attempted violation, the contractor shall immediately remove the affected personnel and provide coverage using qualified part-time or overtime staff until a full-time replacement, approved by ODOC, is assigned.

9.6. Inmate Workforce

Exhibit 4 – Scope of Work

- 9.6.1. The contractor shall utilize inmate workers, as provided by ODOC, to support food service operations. Inmate labor shall not be available during unplanned facility lockdowns or other ODOC-declared emergencies.
- 9.6.2. Inmate workers shall not be considered direct employees of the contractor for any purpose. ODOC shall retain responsibility for compensating all inmate workers.
 - 9.6.2.1. Inmate workers will be paid by ODOC in accordance with ODOC Policy OP-030103 “Inmate Job and Program Assignments”. <https://oklahoma.gov/doc/legal-services/policies-and-procedures/facility-operations-03.html>
- 9.6.3. The inmate workforce policies shall document compliance with applicable ODOC policies, ACA Standards, local, state and federal regulations.
- 9.6.4. Inmate worker responsibilities may include, but are not limited to, food preparation, food serving, sanitation and other related duties as determined appropriate by the contractor and agreed to by ODOC.
- 9.6.5. The contractor shall coordinate with each ODOC facility to ensure an adequate number of inmate workers are assigned to food service operations.
 - 9.6.5.1. The contractor may request the facility to remove an inmate worker from assignment to food service to that facility’s warden/administrator.
- 9.6.6. The contractor shall provide necessary sanitary equipment for inmate workers, including but not limited to hairnets, beard guards, gloves and aprons.
- 9.6.7. The contractor shall provide daily, on-site supervision of all inmate workers assigned to food service operations. Supervision shall include oversight of work performance, compliance with sanitation and safety standards, and adherence to facility rules and regulations.
 - 9.6.7.1. ODOC facility security staff will be available to the contractor as a secondary resource for support and intervention when necessary. However, primary responsibility for day-to-day oversight and direction of inmate workers remains with the contractor.
- 9.6.8. The contractor shall promptly report any inmate behavior that violates ODOC rules of conduct to the ODOC Contract Monitor(s) and facility warden/administrator.
 - 9.6.8.1. In the event of a violation, the contractor shall complete and submit a memorandum to the assigned custody staff documenting the observed violation(s).

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9.7. Orientation and Training

- 9.7.1. The contractor and ODOC shall implement an ODOC-approved orientation and training to follow sections 5.1.2.5.7 and 5.1.2.5.8 for all of the contractor’s personnel and inmate staffing.
 - 9.7.1.1. The contractor shall keep written documentation of all the training required to be completed by its personnel and record of compliance by all personnel with its training.
 - 9.7.1.2. The contractor shall utilize the ODOC “Inmate Attendance Roster” (ODOC 100401D) for all inmate staffing. <https://oklahoma.gov/doc/legal-services/forms-and-attachments/section-10.html>
 - 9.7.1.3. All orientation and training materials shall document compliance with applicable ODOC policies, ACA Standards, local, state and federal regulations.
- 9.7.2. Minimally, the contractor’s orientation and training shall include all of ODOC’s employee and inmate training as required by ODOC policy “Training” located at <https://oklahoma.gov/doc/legal-services/policies-and-procedures/training-10.html>
 - 9.7.2.1. ODOC-provided training will be at no-cost to the contractor.
- 9.7.3. The contractor understands that its personnel may participate in cross training with ODOC personnel.
- 9.7.4. Contractor specific training – The contractor shall require its personnel to participate in any additional training deemed necessary by ODOC to ensure full compliance with the terms and operational standards of this contract.
- 9.7.5. Hazard Analysis Critical Control Points (HACCP) Certification – The contractor shall ensure that all personnel possess either a valid International HACCP Alliance-recognized certification or a current ServSafe certification.
- 9.7.6. The contractor shall ensure that all newly hired contractor and inmate staff complete an ODOC-approved and contractor-administered food service orientation program. In addition, all personnel shall participate in ongoing in-service training throughout the duration of their employment.
- 9.7.7. The contractor shall ensure that all contractor personnel are trained in food handling and sanitation on a quarterly and annual basis as required by ServSafe.

10. Food Management Requirements

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- 10.1. The contractor shall obtain ODOC's approval prior to initiating or modifying any food service protocols and/or procedures.
- 10.2. The contractor shall be responsible for procuring all necessary food, non-food items, dietary supplies, office supplies, and other materials required to ensure the delivery of quality food service operations.
- 10.3. ODOC will be responsible for providing utilities, dumpsters for solid waste removal and licensed pest control services to the specified food service areas at each facility.
- 10.4. The contractor shall maintain an on-site presence at each facility to perform all functions related to food preparation, service and post-meal cleanup.
- 10.5. The contractor shall ensure that all meals and snacks are served within the time ranges as determined by the ODOC Contract Monitor(s).
- 10.6. The contractor shall ensure that all recipes used in the preparation of food are approved by ODOC prior to implementation.
- 10.7. The contractor shall ensure that all portion sizes of meals are approved by ODOC prior to implementation.
 - 10.7.1. Inmates shall have the option to accept or decline any food item offered as part of the meal.
- 10.8. ODOC reserves the right to evaluate meals at any time for caloric content, compliance with minimum dietary reference intakes (DRI), overall presentation and quality. ODOC personnel may conduct taste testing as part of this evaluation.
 - 10.8.1. ODOC reserves the right to reject any food items or meals that do not meet established standards.
- 10.9. The contractor shall submit draft menus approved by a registered dietician as part of its proposal to demonstrate compliance with all menu requirements in section 10.10. Menus must accommodate for religious, therapeutic, vegetarian, and other special dietary needs. These specialized menus must conform as closely as possible to the approved master menu, while meeting the specific nutritional and dietary requirements of each category.
 - 10.9.1. The contractor may submit multiple options for each draft menu category, provided that each option independently meets the minimum nutritional and dietary requirements of the applicable category.

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- 10.9.2. All draft menus, including specialized and alternative menu options, are subject to review and final approval by ODOC. The contractor shall implement revisions as directed by ODOC to ensure continued compliance with contract requirements.
- 10.9.3. The contractor may propose menu innovations over the course of the contract for cost-saving substitutions, seasonal/local product use, healthier items, etc.
- 10.9.4. ODOC and the contractor will conduct menu reviews annually, or additionally as needed, to ensure compliance and any cost/quality improvements.
- 10.10. All menus must meet or exceed the minimum Recommended Daily Allowance (RDA) or DRI as published by the Institute of Medicine of the National Academies and found at <https://www.nationalacademies.org/our-work/summary-report-of-the-dietary-reference-intakes>
 - 10.10.1. Menus must meet all requirements for the following
 - 10.10.1.1. Sodium
 - 10.10.1.2. Cholesterol
 - 10.10.1.3. Fiber
 - 10.10.1.4. Calcium
 - 10.10.1.5. Iron
 - 10.10.1.6. Vitamins A, C and D
 - 10.10.1.7. Protein
 - 10.10.1.8. Carbohydrates
 - 10.10.1.9. Total fat
 - 10.10.1.10. Saturated fat
 - 10.10.1.11. No more than 10% added sugar to the daily caloric intake
 - 10.10.2. All menus shall align with the United States Department of Agriculture's (USDA) recommended dietary guidelines, providing an average macronutrient distribution of approximately 55% carbohydrates, 30% fat, and 15% protein.
 - 10.10.3. All diets must be designed to be balanced in color, flavor and texture.

Exhibit 4 – Scope of Work

- 10.10.4. Menus shall contain a daily average of 2,800 calories and less than 3.5 grams of sodium for all inmates.
- 10.10.5. Menus shall be compliant with Oklahoma Executive Order 2025-13, which prohibits the use of artificial food coloring, including and not limited to, Red Dye 40.
- 10.11. The contractor shall utilize ODOC's established menu standards for the provision of all meals and snacks. All menus must receive written approval from ODOC prior to implementation. .
 - 10.11.1. Master Menu
 - 10.11.1.1. Three meals shall be served within a 24-hour period, with at least two hot meals. Cold meals may only be served at lunch.
 - 10.11.1.1.1. The contractor shall implement controls to ensure that each inmate is provided with only one meal per designated mealtime (breakfast, lunch and dinner).
 - 10.11.1.1.1.1. ODOC will not be responsible for payment of any additional meals served.
 - 10.11.1.2. Under normal operating conditions, no more than 14 hours shall elapse between the evening meal and breakfast.
 - 10.11.1.3. On occasion, based on work assignments, two sack lunches may be permitted.
 - 10.11.1.4. Variations in the menu may be allowed during special inmate events or services, provided basic nutritional standards are maintained.
 - 10.11.1.5. Entrees served under the Master Menu shall contain no less than 80% animal protein with no fillers and no more than 20% texturized vegetable protein.
 - 10.11.2. Medical/therapeutic diet
 - 10.11.2.1. Medical and therapeutic diets shall be developed by the contractor in consultation with ODOC medical services. All medical diets must be reviewed and approved annually by the ODOC Chief Medical Officer. Approved medical diets include:
 - 10.11.2.1.1. Diet for health
 - 10.11.2.1.2. Mechanical soft
 - 10.11.2.1.3. Renal

10.11.2.1.4. Clear liquid diet

10.11.2.1.5. Full liquid diet

10.11.2.1.6. Neutropenic diet

10.11.2.1.7. Food allergy diet

10.11.2.1.7.1. Food allergy diets must be based on documented medical necessity supported by testing or clinical observation and verified by a Qualified Healthcare Provider (QHCP).

10.11.2.1.8. Gluten-free diet

10.11.2.2. All medical diets require a documented order from a medical provider entered into the electronic health record. A copy of the diet order must be forwarded to the contractor. These records must be retained for a minimum of three years.

10.11.2.3. Medical diet orders will be rewritten annually, as clinically indicated upon a change of diet, or cancellation by the medical provider. Cancellations or changes will be documented in the electronic health record and a copy of the electronic medical diet request will be forwarded to the contractor.

10.11.2.4. ODOC will supply supplemental liquid nutritional products (e.g., Ensure, Resource) through the Health Services Unit. The contractor will not be responsible for providing these items.

10.11.3. Religious diet

10.11.3.1. ODOC has established modification of the menus to provide alternate protein sources for any inmate unable to eat the regular protein source. The alternative protein source will be designated on the menu. Food known or believed to contain pork or pork by-products will be designated on a posted menu for each meal. Available diets are as follows:

10.11.3.1.1. Kosher

10.11.3.1.2. Halal

10.11.3.2. Inmates may request appointments with food service staff to review Kosher/Halal labels or documentation when items have been repackaged for individual service.

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- 10.11.3.3. Approximately 1,400 inmates system-wide currently observe Kosher/Halal dietary practices.
- 10.11.3.4. The contractor will be responsible to make accommodation for all inmates within the Religious Freedom Restoration Act and the Religious Land Use and Institutionalized Persons Act.
- 10.11.4. Vegetarian (meat-free) - The contractor shall provide a vegetarian (meat-free) diet option that aligns with the master menu and meets all nutritional requirements
- 10.11.5. Sack lunches
 - 10.11.5.1. Inmates who are off-site or otherwise unable to eat in the dining facility shall be provided sack lunches that comply with ODOC standards and the approved master menu. Sack lunch menus must be developed and reviewed annually by a licensed dietitian.
 - 10.11.5.2. All sack lunch components (e.g., sandwiches, vegetables, desserts) shall be wrapped to prevent contamination. Fruits do not require wrapping, except for loose items like raisins or figs. All fruit must be washed before packaging. Condiments must be individually packaged. Perishable items must be stored at or below 40°F.
- 10.11.6. Snacks
 - 10.11.6.1. Medically required snacks shall be ordered as part of the therapeutic diet plan by a QHCP or dentist.
 - 10.11.6.2. The contractor shall provide items such as peanut butter crackers and/or milk to address medical emergencies (e.g., hypoglycemia).
 - 10.11.6.2.1. All such snacks will be considered part of the therapeutic diet and must be provided at no additional cost to ODOC.
- 10.12. Emergency Menu – The contractor shall maintain a seven-day supply of shelf-stable food and related supplies at each facility for use in the event of an ODOC-declared emergency that disrupts regular food service operations.
 - 10.12.1. The contractor shall ensure the capability to provide meals beyond the initial seven-day supply, including the timely replenishment of shelf-stable food and related supplies, for the duration of the emergency as directed by ODOC.

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- 10.12.2. All emergency food supplies shall be inspected and rotated on a regular basis, as approved by ODOC, to prevent expiration and ensure readiness for immediate use.
- 10.13. Special event/holiday meals shall be served to the entire inmate population, not just select groups and shall be approved prior to implementation by the ODOC Contract Monitor(s).
 - 10.13.1. Holiday meals are defined as:
 - 10.13.1.1. Memorial Day
 - 10.13.1.2. Independence Day
 - 10.13.1.3. Labor Day
 - 10.13.1.4. Thanksgiving
 - 10.13.1.5. Christmas
- 10.14. Religious Holy Day/Fast Day Meals – The contractor shall accommodate meals for inmates observing religious holy days or fast days in accordance with ODOC policy and applicable law.
- 10.15. The contractor shall be responsible for providing all non-food supplies in quantities sufficient to ensure compliance with all minimum service requirements of this contract at no additional cost to ODOC, to include but not limited to
 - 10.15.1. Clamshell foam meal containers
 - 10.15.2. Paper supplies
 - 10.15.3. Chemical and cleaning supplies
 - 10.15.4. Small wares
- 10.16. All cleaning and sanitizing products used by the contractor must comply with ODOC, state and federal regulations regarding toxic materials.
- 10.17. The contractor shall provide appropriate meals consistent with the Master Menu for the following:
 - 10.17.1. Confinement
 - 10.17.2. Infirmary
 - 10.17.3. Administrative segregation

Exhibit 4 – Scope of Work

- 10.18. Inmate Meal Distribution – The contractor shall implement, maintain, and ensure continuous operation of a secure, digital meal-tracking solution that is capable of and actively performs all of the following functions at all times during the term of the contract.
 - 10.18.1. Accurately record the total number of meals served to each individual at each location.
 - 10.18.2. Accurately record the type of meals served to each individual at each location, ensuring alignment with the individual’s assigned dietary requirements.
 - 10.18.3. In accordance with 10.10.1.1.1., confirm that only one meal is provided to each inmate per designated mealtime (breakfast, lunch, and dinner).
 - 10.18.4. Ensure that all data entered into the system is secure, tamper-proof and auditable, with appropriate safeguards to prevent unauthorized alteration, deletion or manipulation of historical meal records.
 - 10.18.5. Provide the ODOC Chief Financial Officer, ODOC Administrator of Contracts & Acquisitions, ODOC Chief of Operations, and ODOC Contract Monitor(s) with read-only access to the platform upon implementation of the system and maintain such access at all times during the term of the contract for purposes of auditing and ensuring compliance with requirements.

11. Sanitation Requirements

- 11.1. The contractor shall provide a draft “Sanitation Plan” to ODOC for review and approval with proposal.
- 11.2. The contractor shall develop and implement written policies and procedures that define sanitation practices in all food service operations. These policies and procedures shall:
 - 11.2.1. Meet or exceed Occupational Safety and Health Administration (OSHA) Standards
 - 11.2.2. Comply with Oklahoma Administrative Code 310:257 - Oklahoma State Department of Health Food Establishments
 - 11.2.3. Adhere to all applicable federal, state, and local health and safety regulations.
- 11.3. All safety practices shall extend to both contractor personnel and inmate workers, while adhering to ODOC security protocols.
- 11.4. The contractor shall be fully responsible for maintaining cleanliness and sanitation throughout all areas of the food service operation.
 - 11.4.1. All cleaning agents and supplies used must meet or exceed OSHA standards.

11.4.1.1. Safety Data Sheets (SDS) must accompany all cleaning products used in food service areas.

11.4.1.1.1. The contractor shall provide copies of all SDS sheets to ODOC upon request.

11.4.2. The contractor shall ensure that all personnel exercise due care in the handling and operation of equipment to prevent damage and ensure safe usage.

12. Inspections

12.1. The contractor shall provide a draft “Inspections Plan” to ODOC for review and approval with proposal.

12.2. The “Inspections Plan” shall document compliance with applicable ODOC policies, ACA Standards, local, state and federal regulations

12.3. The contractor shall conduct and document weekly inspections of all food service areas, supplies, and equipment to ensure optimal cleanliness and functional integrity. Inspection records shall be made available to the ODOC Contract Monitor(s) within three business days of completion and to other ODOC staff upon request.

12.3.1. The weekly inspection records must clearly define roles, methods (e.g., checklists, visual inspections), and documentation processes, ensuring consistency across facilities.

12.3.2. ODOC may, at any time, inspect any aspect of the food service operations, including but not limited to food and meals, food storage areas, food preparation and service areas, in accordance with ODOC Policy.

<https://oklahoma.gov/doc/legal-services/policies-and-procedures/food-services-07.html>

12.3.3. The Oklahoma Department of Health, or local/county health department, may conduct periodic, comprehensive, unannounced inspections of the complete food service operations.

12.3.4. If any priority violations are noted, the contractor shall implement an immediate corrective action plan. A follow-up inspection will be conducted if corrections cannot be completed at the time of inspections.

12.3.4.1. Failure to remedy identified priority violations within the timeframe specified by ODOC may result in written notice of noncompliance, imposition of additional monitoring requirements and/or a determination of material breach of contract at the sole discretion of ODOC.

- 12.3.5. In the event of any suspected foodborne illness, the contractor shall notify the ODOC Chief Financial Officer, ODOC Administrator of Contracts & Acquisitions, ODOC Chief of Operations and ODOC Contract Monitor(s) within 24 hours of suspicion.

13. Security Requirements

- 13.1. The contractor shall provide a draft “Security Plan” to ODOC for review and approval with proposal.
- 13.2. The “Security Plan” shall document compliance with applicable ODOC policies, ACA Standards, local, state and federal regulations
- 13.3. ODOC will provide primary security in all of its facilities that receive services in this contact, to include security in the dining rooms at each meal in accordance with ODOC Policy.
<https://oklahoma.gov/doc/legal-services/policies-and-procedures/security-04.html>
- 13.3.1. The contractor shall be responsible for maintaining security of all sharp items and caustic materials, as well as all inventories. The contractor shall be responsible for maintaining strict tool control at all times in accordance with ODOC Policy OP-040107.
<https://oklahoma.gov/doc/legal-services/policies-and-procedures/security-04.html>
- 13.3.2. The contractor shall be responsible for keeping all areas securely locked and unavailable to inmates outside of approved times.
- 13.3.2.1. Duplicate keys for the ODOC food service area shall be maintained in a location at the facility determined by the facility warden/administrator.
- 13.3.2.2. The contractor shall immediately report any lost or misplaced keys to the facility warden/administrator.
- 13.3.2.3. The contractor’s personnel who lost or misplaced the key(s) shall submit a written report to the facility warden/administrator by the end of their work shift.
- 13.3.2.4. The contractor shall be responsible for any costs incurred due to lost or misplaced keys and lose inventory as a result of lost or misplaced keys.
- 13.3.3. ODOC will provide identification cards for all contractor personnel.
- 13.3.3.1. Identification cards must be always worn by the contractor’s personnel when inside a facility and made easily seen by anyone at the facility.

14. Emergency Situations

Exhibit 4 – Scope of Work

- 14.1. The contractor shall provide a draft “Emergency Situations Plan” to ODOC for review and approval with proposal.
- 14.2. The “Emergency Situations Plan” shall document compliance with applicable ODOC policies, ACA Standards, local, state and federal regulations
- 14.3. Emergency situations shall be defined as extraordinary situations deemed by ODOC or the Governor of Oklahoma to warrant a change in normal operations.
 - 14.3.1. An emergency could be considered at only one facility or statewide, depending on the situation.
 - 14.3.2. In the event of an emergency, the contractor shall continue to serve meals in compliance with ODOC’s emergency policies, emergency plans/operations and/or specifically instructed by the ODOC Contractor Monitor(s) or facility warden/administrator, to include, but not limited to:
 - 14.3.2.1. Meeting all basic nutritional requirements
 - 14.3.2.2. Provisions for medical and religious diets
 - 14.3.2.3. Alternative sites for a kitchen, food preparation and feeding will be identified in the event that part or all of the facility is rendered unusable
 - 14.3.2.4. Three meals will be provided within a 24-hour period, with no more than 14 hours between the evening meal and breakfast. During an emergency, the facility warden/administrator may authorize the delay of a meal for safety or security purposes. (ACA 5-ACI-5C-16)
 - 14.3.3. The contractor must have an ODOC-approved emergency response plan with a minimum of a one-week shelf-stable supply of food items and disposal serving items in place for providing emergency meals including, but not limited to
 - 14.3.3.1. Power failure
 - 14.3.3.2. Electrical surges or current fluctuations
 - 14.3.3.3. Acts of God (e.g. tornado, etc.)
 - 14.3.3.4. Delays or failures of transportation
 - 14.3.3.5. Equipment shortages
 - 14.3.3.6. Contractor’s failures

14.3.3.7. Fires

14.3.3.8. Other disturbances

14.3.4. If the emergency is the result of ODOC's actions (for example, power outage caused by ODOC construction work), then ODOC will be responsible for the replacement cost of replenishing the shelf-stable food and disposable serving items.

14.3.5. The contractor shall make sack lunches available for ODOC staff during emergency situations upon request by the ODOC Contractor Monitor(s) or facility warden/administrator.

14.3.5.1. ODOC will be responsible for payment of staff meals in these situations.

14.3.5.2. These meals must be broken out separately on invoices and shall be the same price as the contracted price for inmate meals.

15. General Quality Standards and Quality Review Requirements

15.1. The contractor shall provide a draft "General Quality Standards and Quality Review Plan" to ODOC for review and approval with proposal

15.2. To maintain and monitor food service operations, the contractor shall develop and implement an ODOC-approved quality control report and programs that includes, but is not limited to

15.2.1. All federal, state, local and ODOC inspection requirements.

15.2.2. Compliance with relevant ACA standards and policies.

15.2.3. A no-cost sample meal tray for each meal. The tray will be sampled and evaluated by the facility warden/administrator's office to ensure adequate quality and temperatures using an ODOC-approved evaluation form.

15.2.3.1. Poor evaluations or meal deficiencies will be reviewed with the facility warden/administrator's office time of occurrence.

15.2.3.1.1. The contractor will be given an opportunity to correct said deficiencies and present corrective measures.

15.2.3.2. Completed evaluation forms will be submitted to the ODOC Contract Monitor(s) and facility warden/administrator's office weekly.

Exhibit 4 – Scope of Work

- 15.3. ODOC will hold monthly surveys of the inmate population at each facility to determine food preferences, quality of food served and responsiveness to the menu.
 - 15.3.1. The contractor shall maintain a minimum rating of 75% of all meals prepared that are rated good or better.
 - 15.3.1.1. If scores are 60% or below for two consecutive weeks, the contractor shall develop and implement a plan of corrective action in coordination with the ODOC Contract Monitor(s) and the ODOC Chief of Offender Advocacy.
 - 15.3.2. Survey results will be used in the annual evaluation of the contractor by ODOC.
- 15.4. The contractor shall conduct a Plate Waste Study when recommending a change to the master menu. The study must include, but not limited to
 - 15.4.1. Facility name
 - 15.4.2. Date
 - 15.4.3. Cycle menu week/meal
 - 15.4.4. Food items served
 - 15.4.5. Number of inmates/staff served
 - 15.4.6. Number of inmates/staff who refused the item at point of service.
 - 15.4.7. Number of inmates/staff who took the item and ate a portion of it
 - 15.4.8. Number of inmates/staff who took the item but ate none of it
- 15.5. The contractor shall furnish a written quality control report, plan and manual that applies to each facility for ODOC approval. This must include a formalized, internal inspection report format, providing daily, weekly and monthly inspections.
- 15.6. The contractor shall submit a monthly quality control report to the ODOC Chief Financial Officer, ODOC Administrator of Contracts & Acquisitions, ODOC Chief of Operations and ODOC Contract Monitor(s), detailing the contractor's compliance with the provisions of the contract.
- 15.7. Additional Key Performance Indicators (KPI) – The contractor will additionally be evaluated, at a minimum, on the following:
 - 15.7.1. On-time meal delivery

Exhibit 4 – Scope of Work

15.7.2. Compliance with therapeutic diets

15.7.3. Percentage of food service equipment in good working condition

16. General Reporting and Records Requirements

16.1. The contractor shall provide a draft “General Reporting and Records Requirements Plan” to ODOC for review and approval with proposal.

16.2. The contractor must maintain all records and documentation required to ensure adequate food service operations. The contractor must maintain complete and accurate record keeping and documentation on-site as required by ODOC.

16.2.1. Digital copies of all records must be made available to ODOC in a reasonable time upon request.

16.2.2. All documents must be retained by the contractor at each facility for the duration of the contract and all renewal periods.

16.2.3. The contractor shall be considered in violation of the contractor if any records are not made available in a reasonable amount of time of ODOC request.

16.2.4. After contract expiration, termination or cancelling of contract, the contractor must submit all records to ODOC in a reasonable amount of time.

16.3. The contractor must maintain reports including, but not limited to

16.3.1. Competitive Wage Report - A minimum of once a quarter, the contractor shall provide quarterly wages to the ODOC Chief Financial Officer, ODOC Administrator of Contracts & Acquisitions, ODOC Chief of Operations and ODOC Contract Monitor(s).

16.3.2. Comprehensive Summary Report – By no later than August 31 each year of the contract, the contractor shall submit an annual report for the period of July 1 through June 30 to the ODOC Chief Financial Officer, ODOC Administrator of Contracts & Acquisitions, ODOC Chief of Operations and ODOC Contract Monitor(s). The annual report must include a comprehensive summary of the contractor’s activities throughout the preceding year. The report shall include, but not limited to

16.3.2.1. Production sheets with similar information found in the ODOC policy completed on a per meal basis.

16.3.2.2. Monthly inventory logs showing the perpetual inventory maintained monthly on all food products in the kitchen with inventory counted by contractor staff at the

Exhibit 4 – Scope of Work

beginning and end of each calendar month. Inventory records must indicate all receipts for purchases and/or transfers, disbursements and spoilage.

16.3.2.3. The contractor shall maintain documentation of the actual Master Menu served, on a monthly basis, with identification of any modifications for the previous month.

16.3.2.4. The actual diet menu served, on a monthly basis, with identification of any modifications for the previous month.

16.3.2.5. Diet receipts, signed by inmates and staff, indicating receipt of Medical/therapeutic diets.

16.3.2.6. All documentation of food products and supplies received at each facility, indicating cost, quality, vendor and invoice number.

16.3.2.7. All record and documents indicating the total meal count with all back-up documentation.

16.3.2.8. All records and documents indicating the number of employees and hours worked by each of contractor's personnel each week.

16.3.2.9. Any health department inspection reports.

16.3.2.10. A copy of any and all additional inspection reports conducted by any other entity.

16.3.2.11. Any and all forms, reports, or documentation that ODOC decides are necessary to manage a food service operation or to facilitate the monitoring of this contract.

16.3.2.12. Monthly reports for equipment expenditures.

16.3.3. Contractor Personnel and Inmate Worker Time Sheet Reports

16.3.3.1. Contractor personnel time sheet documentation – The contractor shall establish use of an ODOC-approved timekeeping system to substantiate an employee's actual on-site work.

16.3.3.1.1. Actual schedules worked and time logs documenting the hours worked each week by each of the contractor's personnel shall be maintained at each facility and made available to the ODOC Contract Monitor(s) upon request.

Exhibit 4 – Scope of Work

- 16.3.3.2. Inmate Worker Time Records – The contractor shall maintain records for each inmate worker in accordance with ODOC policy.

16.3.4. Food Related Reports

- 16.3.4.1. Weekly report on menu modifications – due by Wednesday of the following week.
- 16.3.4.2. Weekly Health & Safety Sanitation reports - due by Wednesday of the following week.
- 16.3.4.3. Monthly Food Usage Report – due by the 10th day of the following month.
- 16.3.4.4. Monthly Participation Rate – due by the 10th day of the following month.
- 16.3.4.5. Staffing Levels and Vacancy – due by the 10th day of the following month.
- 16.3.4.6. Broken and Repaired Equipment Report – due by the 10th day of the following month.
- 16.3.4.7. Total number of meals prepared per individual, location and agencywide – due by the 10th of the following month.
- 16.3.4.8. Type of each meal served per individual, location and agencywide – due by the 10th of the following month.

17. Monitoring Requirements and Liquidated Damages

17.1. Contract Monitoring

- 17.1.1. ODOC will monitor the contract throughout the duration to ensure financial and contractual compliance.
 - 17.1.1.1. If ODOC determines the contractor to be at a high-risk for non-compliance, ODOC has the right to impose special conditions or restrictions.
 - 17.1.1.1.1. Written notification will be provided to the contractor at the time of determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include but are not limited to
 - 17.1.1.1.1.1. Requiring additional, more detailed financial reports or other documentation

17.1.1.1.1.2. Additional contract monitoring

17.1.1.1.1.3. Requiring the contractor to obtain technical or management assistance

17.1.1.1.1.4. Establishing additional prior approvals from ODOC

17.1.2. ODOC will have on staff monitoring personnel for contract management assistance throughout the contract.

17.2. Independent Audit

17.2.1. At any point throughout the duration of the contract, ODOC may obtain an independent compliance and performance audit of the services provided in the contract. ODOC will formulate the specific indicators to be audited.

17.2.1.1. ODOC will provide the contractor with all reports concerning the review of services and action plans to address any identified deficiencies within a time specified by ODOC.

17.3. Deficiency Notice

17.3.1. The contractor shall understand and agree that if ODOC, through its review and evaluation of contractual performance, determines the services being performed by the contractor at any facility are considered unacceptable, ODOC will provide written notice to the contractor's representative. ODOC will ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.

17.3.1.1. ODOC will deliver deficiency notices to the contractor by electronic mail with a delivery receipt.

17.3.1.2. Upon receipt of the deficiency notice, the contractor shall have one week to either correct the deficiency(ies) to the sole satisfaction of ODOC or demonstrate good cause as to why the deficiency(ies) cannot be resolved in that time frame.

17.4. Performance Bond

17.4.1. The contractor shall provide a performance bond in the amount of \$5,000,000.00. The bond shall remain in effect until expiration of the contract including all renewal periods. The contractor shall provide the performance bond to the Contracting Officer ten (10) calendar days prior to the contract start date. The contractor shall provide proof of performance bond renewal with each subsequent twelve (12) month contract renewal. The form of the bond shall be the standard form of performance bond such as usually and customarily written and issues by surety companies licensed and authorized to do business

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in the State of Oklahoma. The bond shall not be pledged against any debt or security for any lien. After securing the performance bond, it shall be the responsibility of the contractor to notify the issuing surety of any change of circumstances. The bond will be used in the event of insolvency or failure by the contractor for any reason, to fulfill its obligations under the contract. After notification of default procedures, collections against the bond are in addition to any other remedies as authorized by law and do not constitute a waiver of any additional remedy.

17.4.2. All bond submittals shall contain all terms of the bond or applicable to the bond.

17.4.3. Said bond shall be conditioned upon the faithful performance of the contract.

17.4.4. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Oklahoma.

17.4.5. The bond shall be retained by ODOC to ensure there are no existing judgements, claims, accounts, liens, or other similar type of obligations outstanding and unpaid arising under the resultant contract or from labor or materials having been furnished for or delivered to this project. With presentation by the contractor of the final invoice, the contractor is representing that all persons or entities furnishing labor or materials used in this project, or under said contract, have been paid in full. Upon submission of the final invoice, the contractor shall provide a written statement from the Bonding Company specifically releasing the State of Oklahoma from any responsibility should any unpaid accounts or claims arise against the contractor for labor or material furnished under said contract or delivered and used in said project.

17.4.6. The contractor and the Surety(-ies), jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the State to pay for the labor, materials and equipment furnished for use in the performance of this contract, which is incorporated herein by reference.

17.5. Payment Indemnification

17.5.1. The contractor shall be responsible for issuing payments for services performed by the contractor's employees and will indemnify and hold the ODOC harmless from all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any third party incurred in the furtherance of the performance of the contract.

17.5.2. The contractor shall furnish, at the ODOC's request, satisfactory evidence that all obligations of nature herein above designated have been paid, discharged or waived.

17.6. Liquidated Damages

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17.6.1. The contractor agrees to the importance of this contract and performance standards are agreed to herein. ODOC and the contractor agree that in the event of failure to meet the contract requirements, deliverable dates or any standard performance within the time frame set forth in each section, damages may be sustained by ODOC that it may be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by result of such failure. It is therefore agreed that ODOC, at its sole option may require the contractor to pay liquidated damages for such failures with the following provisions:

17.6.1.1. The payment of liquidated damages will be taken out as a deduction from the contractor's monthly invoice.

17.6.1.2. The contractor shall understand that liquidated damages shall not be construed as a penalty.

17.6.2. For any failure by the contractor to meet any performance standard, project task, project, deliverable date, or time frames specified herein, ODOC shall require the contractor to pay liquidated damages of \$1,000.00 per business day, to begin two business days after failure to meet per affected facility until such task, deliverable or performance standard or timeframe for each business day thereafter until such task, deliverable or performance standard is completed, rectified and accepted by ODOC. ODOC will notify the contractor of the first instance of failure to meet one (1) or more defined standards and request a corrective plan by the due date and where no extension has been granted, the ODOC may, at its discretion, invoke the appropriate remedy per this schedule.

18. Payments and Invoicing

18.1. Payments – ODOC will submit payments to the contractor at the remittance addressed listed on the contractor's purchase order, preferably through electronic funds transfer (EFT).

18.2. Invoicing – ODOC will not be under any obligation to pay for and contractor shall not begin invoicing ODOC until the food service operations are fully operational, as determined by ODOC. All invoices must be submitted to the ODOC Chief Financial Officer, ODOC Administrator of Contracts & Acquisitions, ODOC Chief of Operations and ODOC Contract Monitor(s).

18.2.1. The contractor shall submit electronic itemized invoices for the daily population count provided by ODOC to

18.2.1.1. Itemized invoices shall include the type and number of meals served at each location for the time period specified.

18.2.1.2. Invoices for the period of the 1st through the 15th of the month shall be submitted no later than the 20th of the same month.

Exhibit 4 – Scope of Work

- 18.2.1.3. Invoices for the period of the 16th through the end of the monthly shall be submitted no later than the 5th of the next month.
- 18.2.2. The contractor shall show all credits for inventory in the itemized invoice.
- 18.2.3. The contractor shall submit all monthly reports and other documentation required for the month no later than the 10th of the next month for reconciliation with the invoice for the end of the month.
 - 18.2.3.1. Final invoices are due no later than 30 calendar days of the expiration of the contract. ODOC will have no obligation to pay an invoice submitted after the due date.
 - 18.2.3.2. The contractor should pay all of its service providers within 45 calendar days of being invoiced.
- 18.2.4. Payment withholding or rejection – Notwithstanding any other payment provision of this contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, ODOC may withhold payment or reject invoices under the contract.
- 18.2.5. No other payments – Other than the payments specified above, no other payments or reimbursement shall be made to the contractor for any reason whatsoever including, but not limited to
 - 18.2.5.1. Taxes
 - 18.2.5.2. Travel expenses
 - 18.2.5.3. Shipping charges
 - 18.2.5.4. Insurance
 - 18.2.5.5. Interest
 - 18.2.5.6. Penalties
 - 18.2.5.7. Termination payments
 - 18.2.5.8. Attorney fees
 - 18.2.5.9. Liquidated damages

Exhibit 4 – Scope of Work

- 18.2.6. Denial of payment or reimbursement – If a request by the contractor for payment or reimbursement is denied, ODOC will provide the contractor with a detailed justification for the denial.
- 18.2.7. Contractor overpayment – If ODOC discovers that it overpaid the contractor, the contractor shall deduct the overpayment from the next invoice.
- 18.2.8. Invoice auditing – ODOC and/or an independent third party will audit contractor's invoices with supporting documentation, as determined by ODOC. Each invoice will be audited to ensure that inventory and production records support that meals were prepared in accordance with Master Menu requirements.

Exhibit 5 - Facility Information

Abbreviation	Name	Address	City	Zip	Security Classification	Population (Male/Female)	Total Facility Population as of	Total Facility Operating Capacity	# of Lockdowns Previous 12 Months	Segregated Housing Unit (SHU) total population as of	Loading Dock?	Delivery Hours	Warehouse Storage Availability (Yes/No)	If Warehouse Storage Available, will Facility staff transport items to kitchen? Yes/No	Trending Annual Spend for FY25	# of Kosher/Halal Diets as of	# of Medical Diets as of	# of 2025 Passover Participants	# of Feeding Lines in Facility	# of Dining Areas in Facility	# of Inmates Available for Breakfast Staffing	Breakfast Hours	# of Inmates Available for Lunch Staffing	Lunch Hours	# of Inmates Available for Dinner Staffing	Dinner Hours	Breakfast Participation Rate	Lunch Participation Rate	Dinner Participation Rate	
AGCC	Allen Gamble Correctional Center	8888 E 133rd Road	Holdenville	74848	Medium/Maximum	Male	1669	1723	2		Yes	8am-4pm M-F	No	No	\$ 3,368,900.00	185	45	254	1	1	20	3:00am - 6:00am	40	9:30am - 1:00pm	35	2:15pm - 5:45pm	80.00%	85.90%	83.00%	
BJCC	Charles E. "Bil" Johnson Correctional Center	1856 E. Flynn Street	Alva	73717	Minimum	Male	552	601	0		Yes	8am-4:30pm M-Th	No	No	\$ 831,500.00	2	5	1	1	1	35	6:45am - 8:45am	35	10:45am - 12:45pm	15	2:45pm - 7:15pm	70.00%	72.00%	82.00%	
CWCC	Clara Walters Community Corrections Center	9901 N I-35 Service Road	Oklahoma City	73131	Community	Male	287	304	0		No	8am-5:00pm M-Th	No	No	\$ 414,250.00	6	3	6	1	1	10	5:00am - 6:00am	10	12:00pm - 1:00pm	10	5:00pm - 6:00pm	68.00%	68.00%	68.00%	
DDCC	R.B. Dick Conner Correctional Center	1291 Conner	Honimay	74035	Medium	Male	1212	1216	0		Yes	8am-4pm M-F	Yes	Yes	\$ 1,619,700.00	57	99	39	2	2	16	4:30am - 6:30am	8	11:00am - 2:00pm	11	4:30pm - 6:30pm	63.00%	71.00%	71.00%	
EECC	Enid Community Corrections Center	820 E. Maine Ave	Enid	73701	Community	Male	91	98	0	0		8am-4:30pm M-Th	Yes	Yes	\$ 118,350.00	0	0	0	1	1	6	5:30am - 6:00am	3	11:30am - 12:00pm	6	5:00pm - 5:30pm	99.00%	104.00%	100.00%	
EWCC	Dr. Eddie Warrior Correctional Center	201 N. Oak Street	Taft	74463	Minimum	Female	968	999	2		Yes	8am-4pm M-F	Yes	Yes	\$ 1,137,750.00	13	39	28	1	1	24	5:30am - 7:30am	24	10:00am - 12:30pm	24	3:00pm - 5:30pm	50.00%	67.00%	85.00%	
GPCC	Great Plains Correctional Center	700 Sugar Creek Road	Hinton	73047	Medium	Male	1997	2047	0		Yes	8am-4pm M-F	Yes	Yes	\$ 3,189,600.00	125	42	85	2 (1 satellite)	2 (1 satellite)	39	4:30am - 8:00am	39	11:15am - 2:45pm	36	3:15pm - 5:45pm	89.00%	89.00%	90.00%	
HMCC	Howard McLeod Correctional Center	19603 E. Whippoorwill Lane	Alboka	74525	Minimum	Male	682	691	0		No	8am-4pm M-F	Yes	Yes	\$ 870,000.00	18	2	46	1	1	15	6:15am - 7:45am	15	12:15pm - 1:15pm	15	4:30pm - 6:00pm	55.00%	61.00%	63.00%	
JBCC	Jackie Brannon Correctional Center	900 N. West Street	McAlester	74502	Minimum	Male	445	453	3		Yes	8am-4pm M-F	Yes	Yes	\$ 700,000.00	11	2	6	1	1	26	6:15am - 8:30am	20	11:30am - 12:45pm	20	5:00pm - 6:15pm	62.00%	48.00%	63.00%	
JCCC	James Crabtree Correctional Center	218 N. Murray Street	Helena	73741	Minimum/Maximum	Male	1171	1175	1		Yes	8am-4pm M-F	Yes	Yes	\$ 1,612,000.00	95	9	92	1	1	17	6:00am - 8:45am	17	11:00am - 12:30pm	14	4:30pm - 6:30pm	43.00%	42.00%	45.00%	
JDCC	Jets Dunn Correctional Center	801 South 124th Street West	Taft	74463	Minimum	Male	953	960	0		Yes	8am-4pm M-F	Yes	Yes	\$ 1,278,000.00	16	6	6	1	2	26	4:30am - 6:30am	14	11:30am - 12:45pm	24	3:10pm - 4:45pm	58.00%	70.00%	75.00%	
JEHCC	Jim E Hamilton Correctional Center	53468 Mineral Springs Road	Hodgen	74809	Minimum	Male	717	730	0		No	8am-4pm M-F	Yes	Yes	\$ 1,021,000.00	28	3	13	1	1	16	6:30am - 7:45am	3	12:00pm - 1:15pm	16	4:30pm - 5:45pm	79.00%	75.00%	81.00%	
JHCC	Joseph Harty Correctional Center	16161 Moffat Road	Lexington	73051	Minimum	Male	1265	1373	0		No	6:30am-2:00pm M-F	Yes	Yes	\$ 1,938,000.00	101	157	115	2	1	18	6:30am - 7:30am	20	11:30am - 12:45pm	20	4:30pm - 6:00pm	57.00%	55.00%	58.00%	
JJCC	John H. Lilly Correctional Center	407971 Highway 62 E	Boley	74829	Medium	Male	822	836	0		No	8am-4pm M-F	Yes	Yes	\$ 1,277,500.00	39	28	20	2	1	38	6:30am - 7:30am	38	11:00am - 12:30pm	38	4:30pm - 6:00pm	62.00%	60.00%	69.00%	
LARC	Lexington Assessment & Reception Center	15151 State Highway 39	Lexington	73051	Minimum/Maximum	Male	1431	1462	0		No	7am-3pm M-F	Yes	Yes	\$ 2,349,000.00	46	98	67	4	3	13	6:30am - 7:30am	20	11:30am - 12:45pm	20	4:30pm - 5:45pm	110.00%	110.00%	110.00%	
LOCC	Lawton Community Corrections Center	605 Southwest Coombs Road	Lawton	73501	Community	Male	160	162	0	0		No	8am-4:30pm M-Th	No	No	\$ 246,000.00	2	0	5	1	1	2	5:00am - 5:45am	3	11:30am - 12:30pm	3	4:30pm - 5:15pm	98.00%	105.00%	105.00%
MACC	MacK Allford Correctional Center	13001 North Highway 69	Alboka	74525	Minimum/Maximum	Male	803	805	1		No	8am-4pm M-F	Yes	Yes	\$ 1,288,000.00	39	18	38	1 Med/1 Min	1 Med/1 Min	25	7:00am - 8:30am	25	12:00pm - 1:00pm	25	4:30pm - 5:45pm	91.00%	91.00%	91.00%	
MBCC	Mabel Bassett Correctional Center	25501 Kickapoo Street	McLoud	74851	Minimum/Maximum	Female	1251	1274	0		Yes	8am-3pm M-F	No	No	\$ 1,756,000.00	58	250	45	2	2	10	7:00am - 8:30am	10	11:30am - 1:00pm	10	4:00pm - 5:30pm	63.00%	65.00%	64.00%	
NDCCC	Northeast Oklahoma Community Corrections Center	42598 E. 250 Road	Vinita	74301	Community	Male	515	525	0		Yes	8am-5pm M-F	Yes	Yes	\$ 725,000.00	13	2	5	1	1	17	6:25am - 7:20am	17	11:45am - 12:45pm	17	4:00pm - 5:30pm	86.00%	86.00%	88.00%	
OSP	Oklahoma State Penitentiary	1301 N. West Street	McAlester	74502	Minimum/Maximum	Male	858	917	247		No	7am-4pm M-F	Yes	Yes	\$ 1,956,000.00	108	22	88	0	0	10	5:30am - 6:30am	10	11:30am - 12:30pm	12	5:30pm - 6:30pm	86.00%	86.00%	86.00%	
OSR	Oklahoma State Reformatory	1700 East First Street	Granite	73547	Minimum/Maximum	Male	1038	1042	0		Yes	8am-5pm M-F	No	No	\$ 1,995,000.00	31	300	67	1	1	30	4:30am - 7:30am	30	11:00am - 12:00pm	30	4:00pm - 5:00pm	92.00%	92.00%	92.00%	
RRCC	Red Rock Correctional Center	8607 SE Flower Mound Rd	Lawton	73501	Medium	Male	2160	2388	247							380														

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, any request for a price increase in connection with a renewal or otherwise will be conditioned on the supplier providing appropriate documentation supporting the request.
- 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 information 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 NO. EV00000814

1 Security

- 1.1** Security: Contractor employees, agents, and representatives shall comply with all security and identification procedures at ODOC facilities. ODOC is responsible for alerting Contractor to these requirements prior to the commencement of work.
- 1.2** Security requirements may include, but are not limited to:
- A.** Identification: All employees, agents, and representatives of the Contractor, while working on State property, shall carry or display acceptable identification.
 - B.** Vehicle/Tool/Equipment Security: Drivers must turn off vehicle motors and lock cab doors whenever their vehicle is unattended. Tools and equipment must be secured. Vehicles shall be searched prior to entry and exit, causing up to a thirty (30) minute delay each way.
 - C.** Offender Contact: Contractor's employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to ODOC facility security staff before leaving the site.
 - D.** Subject to Search: All persons, vehicles, packages and equipment entering a ODOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., will be searched with x-ray equipment. A drug K-9 may also be used to search persons, vehicles, packages, and equipment.
 - E.** Contraband: Contractor employees, agents, and representatives shall not have any weapons including, but not limited to, guns, knives of any type or length, mace, stun-guns, or box cutters, cell phones, pagers, wireless PDAs, drugs, tobacco or tobacco-like products, alcohol (to include near-beer), cash (amount to be determined on a facility-by-facility basis) or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally port and return

them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement. Prescription drugs are allowed only in a one-day supply and must be in the original prescription container; Security staff shall be notified if prescription drugs are brought onto facility grounds.

- F.** Security Clearance: Contractor employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at the facility. At facility discretion, Contractor shall comply with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.
- G.** Tobacco Use Prohibited. The use of tobacco or tobacco-like products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of ODOC, including parking lots owned or under the control of ODOC.

2 Prison Rape Elimination Act (28 C.F.R. § 115.17 and § 115.77)

2.1 Any sexual assault or sexual misconduct or attempted sexual assault or sexual misconduct between the Supplier, its employees, agents or representative and an offender is expressly forbidden. In addition, by accepting a contract with ODOC, Supplier attests that no employee, agent or representative of the Supplier who may have direct contact with ODOC offenders while performing the requirements of this contract has:

- A.** Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution (as defined in 42 U.S.C. 1997);
- B.** Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
- C.** Been civilly or administratively adjudicated to have engaged in the activity described above. Any supplier who engages in sexual abuse will be prohibited from contact with offenders and will be reported to law enforcement agencies and to relevant licensing bodies.

2.2 Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal

charges as warranted. ODOC may also terminate the contract immediately when violations are found.

Attachment D

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ATTACHMENT E

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Exhibit 9 - Pricing

Item Description	Estimated Quantity	1st Year Pricing - Per Meal	1st Year Pricing - Extended Cost	2nd Year Pricing - Per Meal	2nd Year Pricing - Extended Cost	3rd Year Pricing - Per Meal	3rd Year Pricing - Extended Cost	4th Year Pricing - Per Meal	4th Year Pricing - Extended Cost	5th Year Pricing - Per Meal	5th Year Pricing - Extended Cost
Master menu and Medical/Therapeutic Diet	22,007,463	\$ 1.78	\$ 39,173,284.14	\$ 1.85	\$ 40,713,806.55	\$ 1.92	\$ 42,254,328.96	\$ 2.00	\$ 44,014,926.00	\$ 2.07	\$ 45,555,448.41
Religious diet	1,404,732	\$ 4.10	\$ 5,759,401.20	\$ 4.27	\$ 5,998,205.64	\$ 4.43	\$ 6,222,962.76	\$ 4.60	\$ 6,461,767.20	\$ 4.77	\$ 6,700,571.64
Total	23,412,195		\$ 44,932,685.34		\$ 46,712,012.19		\$ 48,477,291.72		\$ 50,476,693.20		\$ 52,256,020.05

II. ALTERNATIVES

SLIDING SCALE PRICING

Scaled pricing is beneficial to the state and contractor, providing mutual mitigation of risk.

Increasing population will lower the meal price while a decrease in population will increase the price per meal but decrease the state's overall spend. For the ODOC's consideration, please find the following suggested scaled pricing.

Weekly Meal Count Range		1st Year Pricing		2nd Year Pricing		3rd Year Pricing		4th Year Pricing		5th Year Pricing	
		Master menu and Medical / Therapeutic Diet	Religious diet	Master menu and Medical / Therapeutic Diet	Religious diet	Master menu and Medical / Therapeutic Diet	Religious diet	Master menu and Medical / Therapeutic Diet	Religious diet	Master menu and Medical / Therapeutic Diet	Religious diet
469,000	and above	1.75	4.10	1.83	4.27	1.90	4.43	1.97	4.60	2.04	4.77
459,000	to 468,999	1.77	4.10	1.84	4.27	1.91	4.43	1.98	4.60	2.06	4.77
449,000	to 458,999	1.78	4.10	1.85	4.27	1.92	4.43	2.00	4.60	2.07	4.77
438,900	to 448,999	1.79	4.10	1.87	4.27	1.94	4.43	2.01	4.60	2.08	4.77
428,900	to 438,899	1.80	4.10	1.88	4.27	1.95	4.43	2.02	4.60	2.10	4.77
418,800	to 428,899	1.82	4.10	1.90	4.27	1.97	4.43	2.04	4.60	2.12	4.77
408,800	to 418,799	1.83	4.10	1.91	4.27	1.98	4.43	2.06	4.60	2.13	4.77
398,700	to 408,799	1.85	4.10	1.93	4.27	2.00	4.43	2.07	4.60	2.15	4.77
388,700	to 398,699	1.86	4.10	1.94	4.27	2.01	4.43	2.09	4.60	2.17	4.77
378,600	to 388,699	1.88	4.10	1.96	4.27	2.03	4.43	2.11	4.60	2.19	4.77
368,600	to 378,599	1.90	4.10	1.98	4.27	2.05	4.43	2.13	4.60	2.21	4.77
358,500	to 368,599	1.92	4.10	2.00	4.27	2.07	4.43	2.15	4.60	2.23	4.77
348,500	to 358,499	1.94	4.10	2.02	4.27	2.09	4.43	2.17	4.60	2.26	4.77
338,400	to 348,499	1.96	4.10	2.04	4.27	2.12	4.43	2.20	4.60	2.28	4.77
328,400	to 338,399	1.98	4.10	2.07	4.27	2.14	4.43	2.22	4.60	2.31	4.77
Negotiate below 328,400											

PRICING ASSUMPTIONS, ALTERNATIVES & COST DRIVERS

I. PRICING ASSUMPTIONS

1. MENU

The per-meal pricing provided in Exhibit 9 – Pricing and our Cost Proposal is based upon Aramark providing its own menu using your RFP menu specifications and utilizing any Agri-Service products for items on our proposed menus, as required. Following the requirements in Scope of Work s. 1.6.3 and the Q&A document, our food cost is based upon Agri-Service pricing that is competitive with wholesale pricing we obtain from our programs.

We encourage the evaluation committee to closely review all vendors' responses to ensure pricing is predicated upon meeting all menu specifications and utilizing any Agri-Service products for items on proposed menus.

2. KOSHER KITCHENS INVESTMENT / GFI MEALS

Aramark proposes moving to our Global Food Industry (GFI) program for religious meals. To provide greater menu variety and save cost, our GFI program is a replacement for the pre-packed meals used today. The 19 varieties of hot meals are housed in dry storage areas; no refrigeration or freezer space is required. The GFI program accommodates other religious requests to remain fair and consistent as the products are Kosher Certified, Vegetarian, Halal Certified and Gluten Restricted. To allow for proper Kosher handling, we will invest in dedicated Kosher spaces to allow for proper Kosher handling initially in five (5) facilities that produce the highest concentrations of religious meals, including Allen Gamble, Great Plains, Joseph Harp, Oklahoma State Penitentiary and Red Rock. For more information, please refer to section 10.11.3 in Section 7 of this proposal.

3. FINANCIAL COMMITMENT / EQUIPMENT

We engaged a third-party vendor to provide an analysis regarding the need for maintenance, repair and replacement of the ODOC kitchen equipment. Based on the analysis provided, we built into our price per meal a strategic capital expenditure plan for the next five (5) years (the "CapEx Plan") to account for (1) the repair and maintenance and (2) the new and replacement equipment needed, as further described below.

First, per the requirement of Section 2.1.1.1. of the Scope of Work, Aramark shall be responsible for up to four hundred thousand dollars (\$400,000) per year for the term of the contract for repair and maintenance ("Repair and Maintenance Fund"). Any unspent funds from the current year may roll over into the next agreement year. Upon the conclusion or termination of the contract, any unspent funds related to the Repair and Maintenance Fund will revert to ODOC.

PRICING

Secondly, pursuant to Section 2.1.1.2. of the Scope of Work and the CapEx Plan, Aramark proposes the following alternative for new and replacement equipment – a Capital Equipment Fund in an amount of up to and not to exceed eight million dollars (\$8,000,000) over the five (5) year contract term, shall be established and included in the overall costs of Aramark’s proposal (the “Capital Equipment Fund”). The Capital Equipment Fund shall be used for the procurement and purchase of new and replacement equipment at the ODOC’s Facilities. The Capital Equipment Fund for the five (5) year term shall be as follows (the “Capital Equipment Fund Thresholds”):

- Year 1	\$2,500,000	- Year 4	\$1,500,000
- Year 2	\$2,000,000	- Year 5	\$500,000
- Year 3	\$1,500,000		

For the avoidance of doubt, any unexpended funds in Years 1 through Years 4 shall be rolled forward for future years and shall be paid to ODOC at the end of the contract.

The Capital Equipment Fund shall be disbursed in tranches and any amount expended shall be amortized on a straight-line monthly basis, commencing on the applicable date of disbursement and ending five (5) years from the Effective Date. Any equipment purchased by Aramark on ODOC’s behalf as part of the Capital Equipment Fund shall be purchased as a “sale-for-resale” to the ODOC and the ODOC shall hold title to all such equipment purchased using the Capital Equipment Fund upon such resale. If the contract between Aramark and ODOC expires or is terminated by either party for any reason whatsoever prior to the full amortization of the Capital Equipment Fund, ODOC shall reimburse Aramark for the unamortized balance of the Capital Equipment Fund as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination.

Further, and in accordance with Section 2.1.1.2.1. of the Scope of Work, if new and replacement equipment in any contract year exceeds the Capital Equipment Fund Thresholds for that year, Aramark would be amenable to entering into a mutually agreed upon written agreement with ODOC to provide no-interest financing to cover the cost of equipment above the Capital Equipment Fund Thresholds, if necessary. Otherwise, ODOC shall pay any costs for the procurement and purchase of equipment at the ODOC Facilities, which exceeds the allocated amount in that certain year of the Capital Equipment Fund.

Lastly, Aramark is willing to discuss other solutions regarding financing new and replacement equipment to manage and meet ODOC’s needs and expectations, which could include setting up specific reserve funds or providing various types of financing.

4. BILLING

Aramark utilized the inmate meal participation rates for breakfast, lunch and dinner provided in RFP Exhibit 5 to calculate its proposed price per meal in Exhibit 9-Pricing.