



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Solicitation

Solicitation #: SW15041

Solicitation Issue Date: February 6, 2015

**Brief Description of Requirement:**

Dishwashing and Dietary Cleaning Compounds

**Response Due Date<sup>1</sup>: March 4, 2015**

**Time: 3 p.m. CST/CDT**

**Issued By and RETURN SEALED BID TO:**

**Personal, U.S. Postal or Common Carrier Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

**Solicitation Type** (check one below):

- Invitation to Bid  
 Request for Proposal  
 Request for Quote

1. **Requesting Agency:** Statewide Contract

2. **Contracting Officer:**

Name: Theresa Johnson  
Phone: (405) 521-2289  
Email: Theresa.johnson@omes.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
OMES-FORM-CP-070 (08/2014)



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Responding Bidder Information**

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

**1. RE: Solicitation #** SW15041

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

**4. Oklahoma Sales Tax Permit<sup>1</sup>:**

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules

**5. Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: \_\_\_\_\_
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

**6. Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: SW15041

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php> .

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

- B.1. Contract Title:** Dishwashing and Dietary Cleaning Compounds and Services
- B.2. Contract Period:** Date of Award thru one year with two options to renew at the same terms and conditions.
- B.3. Contract Agreement Period: This Statewide Contract is for Dishwashing and Dietary Cleaning Compounds and Services and may be renewed for two (2) one year contract periods.**
- B.3.1.** Proposal prices must be fixed for each of the three (3) contract years.
  - B.3.2.** This Statewide Contract shall be renewed for each of three one year contract periods if the State has approved such renewal. If this contract is not renewed as provided above, the State will not be obligated to pay the remainder of the total time for service due beyond the end of the current contract period. Such events will not constitute an event of default. The State agrees to notify the supplier in writing of renewal.
- B.4. Type of Contract:** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.
- B.5. Authorized Users:** Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s).
- CHECK APPROPRIATE BLOCK***
- \_\_\_\_\_ **Yes, proposal permits usage by other than State Agencies**
- \_\_\_\_\_ **No, proposal permits usage by State Agencies only.**
- B.6. Notice of Award:** Notice of award letter resulting from this RFP will be furnished to each successful supplier and shall result in a binding contract without further action by either party. It shall be the successful supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your proposal response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.
- B.7. Extension of Contract:** The State may extend the term of this contract up to 90 day intervals if mutually agreed upon by both parties in writing.
- B.8. Ordering:** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.
- B.9. Contractor Invoices:**
- B.9.1.** The supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation awarded shall be the only office authorized to receive orders, invoice and receive payment. If the suppliers wish to ship or provide service from a point other than the address listed on the face of the proposal, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
  - B.9.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
  - B.9.3.** The supplier shall invoice the agencies on a monthly basis for services rendered during the previous month.
  - B.9.4.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
  - B.9.5.** In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.
- B.10. Prompt Payment Discounts.** Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

- B.11. Gratuities.** The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.
- B.12. Warranty.** The Successful supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

**B.13. Contract Management Fee**

**B.13.1.** As empowered by State Statute §85.33 A & B, the Department of Central Services imposes, and suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly and paid by the supplier, Checks are to be made out to OMES, Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting". Reference the contract # SW041 and which quarter the check is for on the check or check stub.

**B.13.2.** Checks are to be mailed to the following address:

**OMES  
Agency Business Services  
3812 N. Santa Fe, Suite 290  
Oklahoma City, OK 73118-8500**

**B.14. Contract Usage Reporting Requirements.**

**B.14.1.** Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

**B.14.2.** The supplier should submit reports quarterly. If quarterly, the report shall be received within 30 calendar days following the reporting period described herein.

The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:

- Name of Agency / Institution / Municipality / Public Body making the purchase
- Purchase Order Number
- Purchasing card purchase? (Y/N)
- Order date
- Invoice number
- Invoice date
- Manufacturer Name
- Manufacturer SKU or Product Code
- Contractor Product Number
- Product Description
- Product Unit of Measure (UOM)
- Number of Items per UOM
- Quantity of UOM Ordered
- Unit Price
- Manufacturer's List Price
- Extended Price

**B.14.3.** Reports shall be submitted quarterly regardless of quantity.

- B.14.4.** Usage Reports shall be sent electronically in Excel format to: [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov). The usage reports only, may also be emailed to the buyer listed below.
- B.14.5.** Theresa.johnson@omes.ok.gov, within 30 calendar days upon completion of performance quarter period cited below.
- B.14.6.** Contract quarterly reporting periods shall be:  
 January 1 through March 31  
 April 1 through June 30  
 July 1 through September 30  
 October 1 through December 31
- B.14.7.** Failure to provide usage reports shall result in cancellation or suspension of contract.
- B.15. Energy Conservation:** Oklahoma is an energy conservation State and we welcome any comments on your proposal that would indicate energy savings.
- B.16. Conflict of Interest:** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the proposal the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.
- B.17. Patents and Royalties:** The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- B.18.** The contract shall be for the quantities actually ordered during the life of the contract. Billing shall be made in accordance with instructions by the agency or division issuing the purchase order.

## C. SOLICITATION SPECIFICATIONS

### STATEMENT OF WORK – SW15041

#### C.1. Products Offered

- C.1.1.** All products offered shall have been nationally marketed brands of the same manufacturer and shall have had the same brand name and formulation for a period of not less than twelve (12) months prior to the solicitation closing date.
- C.1.2.** Private label (brand) names will not be accepted as a statement of manufacturer or brand name and will cause rejection of the proposal.

#### C.2. Dispenser/Service Included

- C.2.1.** Contractor should supply any equipment necessary for the “cost efficient” dispensing of all products in this proposal. The equipment should employ the latest changes and improvements necessary for the “cost efficient” dispensing of all products.
- C.2.2.** Dish machine dispensing equipment must be approved by the Board of Health and carry N.S.F. and UL Seals of Approval. **Supplier(s) must attach a detailed description of the dispensing equipment.** The equipment must meet all plumbing, electrical and Board of Health approvals and must be approved by the National Sanitation Foundation. The equipment must be state of the art and kept currently updated so as to always offer to each institution the latest in technology to ensure proper use cost control.
- C.2.3.** Such features as “tritration variation by shift” and equipment with “print out capabilities” will be made available to the state agencies at their request to assist them in the use of the successful supplier(s) product.

- C.2.4. Supplier(s) shall calculate all proposal prices in such a manner that the dispensers and technical assistance services complying with the following specifications are provided to all users participating in the contract on a loan-type basis for the term of this contract and at no additional cost to that of products nor with any obligation to the State of Oklahoma.
- C.2.5. Installation of the equipment must be done at the supplier's expense and within a reasonable period of time after acceptance.
- C.2.6. The Supplier(s) shall be responsible for coordinating with the dietary manager, agency engineer and concerned union personnel or their appointed representatives at each agency the installation of dispenser(s). In the event a quantity of previous supplier's products remain unused subsequent to the effective date of this contract, coordination between the new supplier(s) and the dietary manager shall ensure the previous contract's products are completely utilized allowing the previous supplier's dispensers to remain in place before similar products are received from the new supplier(s) and shall further ensure that no interruption of service shall occur during transition. The removal of dispenser(s) shall be coordinated effort between the new and the previous supplier. The previous supplier is to service the equipment once a month until the product is used up.
- C.2.7. Supplier(s) must provide and install at their own expense, approved proportioners for all products sold to ensure use cost control, eliminate waste and reduce hazards in the work place.
- C.2.8. Approved proportioners must be properly installed and in compliance with local plumbing, electrical, and Board of Health codes.

**C.3. Service/Technical Assistance**

- C.3.1. Supplier(s) shall provide a minimum of one (1) service call at intervals not to exceed four (4) weeks during the contract period.
- C.3.2. Service calls shall be made by representative(s) of the product manufacturer who shall have been technically trained and employed by the manufacturer for a period of not less than one (1) year during which the representatives' responsibility shall have been the servicing of institutional dishwashing equipment.
- C.3.3. **Supplier(s) will provide a list of all sales and service personnel operating in the State of Oklahoma with their proposal.** List the names, addresses and phone numbers (to include emergency service numbers) of the service representatives that reside in the eight (8) respective regions of the State. Please match the appropriate names with the designated region.

REGIONS	COUNTIES
Zone 1	Wagoner, Cherokee, Okmulgee, Muskogee, Adair, Sequoyah, McIntosh and Haskell
Zone 2	Pittsburg, Latimer, Le Flore, Atoka, Bryan, Pushmataha, Choctaw, McCurtain, Marshall
Zone 3	Lincoln, Okfuskie, McClain, Cleveland, Pottawatomie, Seminole, Hughes, Garvin, Pontotoc, Coal, Johnston
Zone 4	Grant, Kay, Garfield, Noble, Payne, Logan, Kingfisher, Canadian, Oklahoma
Zone 5	Dewey, Blaine, Roger Mills, Custer, Washita, Beckham, Greer, Kiowa, Harmon, Jackson, Tillman
Zone 6	Major, Alfalfa, Woods, Woodward, Ellis, Harper, Beaver, Texas, Cimarron
Zone 7	Caddo, Grady, Comanche, Cotton, Stephens, Jefferson, Murray, Carter, Love
Zone 8	Washington, Nowata, Craig, Ottawa, Rogers, Mayes, Delaware, Tulsa, Creek, Pawnee, Osage

- C.3.4.** Supplier(s)/representative(s) shall be solely responsible for coordinating the service visit(s) with the dietary manager and for ensuring that any or all of the following services are provided to the manager's satisfaction while the agency is utilizing the supplier's product(s).
- C.3.4.1.** Inspect and properly maintain all dispensing equipment.
  - C.3.4.2.** Inspect dishwashing equipment in operation at the agency as to functioning of mechanical parts, gauges, valves, cleanliness of wash arms and rinse nozzles. Provide adjustments as necessary and clean the interior of all of the equipment's dispensers and mechanical parts.
  - C.3.4.3.** Check the solutions on each machine for optimum concentration and temperature.
  - C.3.4.4.** Render any and all other services normally provided other customers which shall include instruction on necessary equipment maintenance procedures to be followed by agency personnel between the regular service calls.
  - C.3.4.5.** At the time of each service (and emergency) visit, a written report in triplicate on the contractor's standard form shall be completed. One copy shall be retained by the participating state agency, the second copy for the supplier's file **and the final copy to be submitted by the supplier to the Central Purchasing Division on a quarterly basis along with the quarterly usage reports.**
  - C.3.4.6.** **Supplier must submit a sample report with the proposal.** Additionally, as requested by the agency and within twenty-four (24) hours of such request, the supplier shall provide any and all emergency repair service(s) to dispenser(s) and/or dispenser installation(s) to include all parts and labor.

#### **C.4. Service (Value Added)**

For additional points, suppliers may submit an outline of how service may be provided. This service may include products or equipment and must be listed in detail. If there is a charge for this service, it must be noted here, otherwise the state will not be responsible for payment for services rendered.

#### **C.5. Service Response**

- C.5.1.** Supplier(s) should supply twenty-four (24) hour service response to the needs of the agencies by having customer service available twenty-four (24) hours a day every day.
- C.5.2.** Agencies should expect a return call within two (2) hours of a call generated by the supplier's customer service center.
- C.5.3.** Agencies should expect a resolution of service issues within twenty-four (24) hours of the initial call generated to the supplier. If a resolution is not achieved in the twenty-four (24) hour period, a written plan of action should be agreed upon by both the agency and the supplier as to the nature of the problem and the expected time of completion of any necessary repair(s) or improvement(s).
- C.5.4.** If the service response or equipment down time exceeds one day due to the fault of the supplier, an appropriate refund must be credited to the account by the supplier based on the added cost of labor to wash by hand and any other additional related extra expense such as the use and substitution of paper products that must be compensated for.
- C.5.5.** Service must be prompt and satisfactory; otherwise, the contract may be cancelled for nonperformance.
- C.5.6.** Service specialists must provide in-house training and instructions on the proper use of the equipment.
- C.5.7.** Suppliers must be well versed and capable of conducting OSHA and Right to Know information classes as it relates to their products in the work place.

#### **C.6. Additional Specifications**

- C.6.1.** Products must be approved by the USDA, EPA and the Poison Control Center and must be verified as being effective. All sanitizers must carry an EPA registration number affixed to the label and be registered by the supplier providing the product.
- C.6.2.** Chemicals can not be shipped or delivered with food products.
- C.6.3.** Products in conjunction with the equipment must provide satisfactory results.

- C.6.4.** In-house training and instructions on the proper use of the products must be provided by the successful supplier(s) to include "Right to Know" training.
- C.6.5.** The successful supplier(s) must be well versed and capable of conducting OSHA and Right to Know information classes as they relate to their products in the work place.
- C.6.6.** All containers and labeling must meet DOT approval.

## **C.7. Packaging**

- C.7.1.** Packaging shall be in manufacturer's standard new containers sufficiently durable to insure safe delivery and the construction and labeling of which shall allow ready acceptance by common carriers regularly engaged in interstate commerce.
- C.7.2.** All containers specified herein shall be so designed and constructed that the product shall not affect nor shall it be affected by the containers in which it is furnished. Containers shall not have defects affecting serviceability such as rust spots, dents and weak seams.

## **C.8. Labeling**

- C.8.1.** Permanently affixed to each container and to each case shall be the manufacturer's standard identification commercial typeset label which shall be in compliance with the Federal Hazardous Substances Labeling Act and applicable to O.S.H.A. requirements.
- C.8.2.** The label shall be in acid resistant ink, dennison thermiage or be such that the label will resist deterioration and remain legible throughout the using period of the contents.
- C.8.3.** The label shall clearly indicate at least the following:
  - C.8.3.1.** Generic identification of the product therein.
  - C.8.3.2.** Name and address of the manufacturer.
  - C.8.3.3.** Trade/brand name of the product therein.
  - C.8.3.4.** Warning statement and precautionary handling instructions.
  - C.8.3.5.** Supplier shall supply an 800 poison control number for chemical emergencies on all containers of product ensuring quick and easy access to help in the event of a chemical emergency.
  - C.8.3.6.** Recommended antidotal action information as required.
  - C.8.3.7.** The statement: "Protect from Freezing" (as applicable).
  - C.8.3.8.** Manufacturer's directions for use in detail.
  - C.8.3.9.** Net contents in U.S. standard pounds, ounces, gallons or fluids.
  - C.8.3.10.** Active ingredient claim as required.
  - C.8.3.11.** EPA registration number as required.

## **C.9. Packaging of Deliveries**

- C.9.1.** Packaging of product(s) delivered shall be as contracted.
- C.9.2.** All deliveries shall be clearly marked with the agency purchase order number and labeled as specified herein.
- C.9.3.** Shipments not in accordance with the above may be refused or returned to the supplier freight collect.

## **C.10. Samples**

- C.10.1.** Samples shall be furnished only at the specific written request of the Central Purchasing Division. Such requests shall be made after the solicitation closing date.
- C.10.2.** Samples requested shall be submitted as directed and must be labeled with the type number, the supplier's name and address and the manufacturer's name and brand.
- C.10.3.** All samples shall be identical in formulation/fabrication to that which the supplier proposed to furnish.
- C.10.4.** Central Purchasing may also select representative samples of product(s) delivered to an agency and submit for analysis.

### **C.11. Testing**

- C.11.1.** Testing will normally be conducted in accordance with the latest issue of Standard Methods recommended by the A.S.T.M.
- C.11.2.** Testing of chemical requirements will normally be in accordance with the latest issue of Federal Test Methods Standard 536 for the applicable A.S.T.M. Method(s). However, the State reserves the prerogative to use any test method(s) the Central Purchasing Division deems fair and suitable to determine compliance with the specifications herein. In all cases where material fails to meet the specifications, the cost of testing shall be borne by the supplier; both on samples and delivered material.

### **C.12. Poison Control**

- C.12.1.** All products proposed and furnished in fulfilling the terms and specifications of this contract shall be currently and properly on file with the National Clearing House of Poison Control, U.S. Departments of Health, Education, and Welfare, Public Health Service, Food and Drug Administration, 5401 Westbaro Avenue, Bethesda, Maryland 20016, with all data necessary for prompt and correct treatment of accidents to be available from local poison control centers on a 24 hour basis.

### **C.13. Documentation**

- C.13.1.** All suppliers not quoting the specified product shall submit with their proposal, documentation substantiating product formulation. Acceptable documentation shall only be either of the following:
  - C.13.1.1.** A statement on letterhead stationery signed by both a corporate officer or manufacturer and by the chief chemist of the manufacturer in charge of formulation attesting that all information provided by their firm on detail proposal sheets is current. That no packaging or formulation changes affecting product performance will be made during the contract period without prior written advisement to the Central Purchasing Division and that all products have been marketed nationally with the same brand name and formulation for a period of not less than twelve (12) months prior to the solicitation closing date. (This option is acceptable only if the supplier is a manufacturer).
  - C.13.1.2.** An unaltered photocopy of a report by a national independent testing facility on laboratory letterhead stationery verifying that all ingredient claims made on the detail proposal sheets are current and valid for each product brand name offered. Reports shall be accompanied by a statement from the corporate officer of the manufacturer stating that the testing facility is not allied in any fashion with the supplier/manufacturer.
- C.13.2.** All suppliers shall provide specification sheets and MSDS sheets for all product quoted with your proposal.

## **D. EVALUATION**

- D.1.** This contract will be awarded on the basis of best value criteria. The award(s) will be made on the basis of use cost, past performance (which will include conformance to past contract requirements and to good workmanship standards, adherence to past contract schedules, commitment to customer satisfaction, supplier's resolution of unforeseen problems and supplier's communications and working relationship with customers)
- D.2.** Evaluation factors will include
  - D.2.1.** Cost
  - D.2.2.** Past Performance
- D.3. References/Past Performance**

Suppliers shall submit information on at least five and not more than ten past and current contracts. The references will be used to demonstrate the Offerors ability to supply the services and supplies to all Facilities as described in this RFP. It is mandatory that the offeror provide all the required information. Proposers are required to furnish Past Performance Information as described in Attachment 1

- D.3.1.** Customer (Non Government) References - The Offeror must provide at least three (3) customer references. Offerors may not use members of the Central Purchasing staff directly involved in the evaluation process as references. It is mandatory that the references be for customers to whom services were provided within two (2) years.
- D.3.2.** Government References - Provide references of a minimum of two (3) major government entities in the United States, where the offeror provides or within the last twelve (12) months provided services of similar size and scope to the effort being proposed. State or other government references are preferred

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Explanation to Suppliers.**

- E.1.1.** Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the **RFP**. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.

### **E.1. Submission of Responses**

- E.1.1.** All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail to: [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov) and received by the contracting officer on or before 5:00 p.m. ("CDT"), on February 20, 2015. Questions must reference the identifying solicitation number.
- E.1.2.** Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CDT) February 20, 2015 will not be accepted, reviewed or responded to.

### **E.2. Product Availability**

- E.2.1.** Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Perceptive supplier must use best effort to assure product availability through duration of contract period.

### **E.3. Preparation of Proposals.**

- E.3.1. Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.
  - E.3.1.1. Comparison for use dilution costs will be made. **The supplier is to enter in the space provided, use dilution cost in ounces for ten (10) gallons.** Use dilutions for machine products will all be based on at least a 2% concentration unless otherwise specified.
- E.3.2. Each supplier shall provide the information required by the solicitation. Proposals shall be typewritten or written in ink; Pencil proposals will not be accepted. Erasures or other changes **shall be initialed** by the person signing the proposals.
- E.3.3. Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.3.4. Unit price shall be entered on the spreadsheet provided or a copy thereof.
- E.3.5. If supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.3.6. Recipients of this solicitation not responding with a response shall return only the front sheet (CP-01 form) annotated with "No Bid", their company and address.
- E.3.7. The State reserves the right to accept by item, groups of items or by the total proposal.
- E.3.8. The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

#### E.4. Technical Information

- E.4.1. **Brochures/specifications must be submitted on all products with the proposal.** A complete list of ingredients must be included. Any proprietary ingredients may be listed separately and will be viewed only for evaluation purposes.

#### E.5. MSDS

- E.5.1. **MSDS sheets must be supplied for all products with the proposal.** In addition, after award of contract, MSDS sheets must be provided to each institution and location for the products in use at that facility.
- E.5.2. Labels must be furnished for all products being proposed. Labels must present product information and dilution rates (where applicable.)

#### E.6. General Information

- E.6.1. Electronic dispenser and automatic rinse injector will be furnished at no charge by the successful supplier(s). A conductive cell measuring and/or electrical hydraulic device must be installed in the machine to assure the proper amount of detergent in all mechanical washing machines.
- E.6.2. No product can be offered at a higher price than the company's lowest published discounted price. Pricing of products must match your GSA price if you qualify for GSA pricing. All institutions buying off of state contracts must receive the same pricing.
- E.6.3. If the resulting contract is a multiple award contract and an institution chooses to discontinue service with one supplier and begin using another qualified supplier, the remaining inventory must be picked up and credited to the institution.
- E.6.4. **Suppliers must supply service reports, sales and use cost documentation and evaluation reports from an account that has experienced their service.**
- E.6.5. Supplier cannot propose the same product on more than one line or this may cause disqualification of your proposal.

#### E.7. Amendments to Request for Proposal.

- E.7.1. (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

**E.7.2.** (b) Suppliers shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. Central Purchasing must receive the acknowledgment by the opening time and date specified for receipt of proposals.

**E.8. Proposal Compliance.**

**E.8.1.** The state reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. A proposal shall be rejected when the supplier imposes terms or conditions that would modify requirements of the RFP or limit the supplier's liability to the State.

**E.9. Proposal Conformity.**

**E.9.1.** By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

**E.10. Energy Conservation**

**E.10.1.** Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

**E.11. Conflict of Interest**

**E.11.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

**E.12. Statements/Representations**

- E.12.1.** Supplier(s) shall carry worker's compensation insurance as required by Oklahoma Law.
- E.12.2.** In accordance with 31 USCA 6101, Executive Order 12549, the supplier(s) must certify that they are not presently or have not in the last three years been debarred, suspended, proposed for debarment, declared ineligible by any federal or state department or agency, or convicted of a fraud related crime.
- E.12.3.** The supplier(s) is/are hereby required to carry liability insurance in the amount of \$1,000,000 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the supplier, its agent, employee, or the like. **A "Certificate of Insurance" shall be attached to the proposal.**
- E.12.4.** The supplier(s) must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
- E.12.5.** The supplier(s) must certify that they are an Equal Opportunity Employer, a provider of services and/or assistance, is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.
- E.12.6.** The supplier(s) must assure compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this act.
- E.12.7. Supplier(s) must acknowledge the above listed Statements/Representations in their proposal.**

**NOTE: FAILURE TO SUBMIT THE REQUESTED DOCUMENTATION WILL RESULT IN REJECTION OF YOUR PROPOSAL.**

**F. CHECKLIST**

**F.1. Supplier(s) must attach a detailed description of the dispensing equipment.**

**F.2. Section H – Price and cost Spreadsheet**

**F.3. Attachment 1 – Past Performance Guide**

**F.4. Attachment 2 – Reference List Template**

## **G. OTHER - PRODUCT SPECIFICATIONS – SW15041**

### **G.1. Degreaser and Oven Cleaner**

- G.1.1.** Product shall be biodegradable, nonabrasive uniform alkaline liquid compound specifically formulated for use in institutional dietary areas to remove oil, baked-on fats, greases and carbonized deposits on broilers, grills, deep fat fryers, vents and range hood or canopy undersides.
- G.1.2.** Product shall be registered as U.S.D.A. acceptable for use in food processing and service areas.
- G.1.3.** Product shall be nonflammable both in concentrate and in solution.
- G.1.4.** Should a diluted solution be necessary, the supplier(s) are to provide proper dispensing equipment. Installation and maintenance of that equipment should be included.
- G.1.5.** Product shall be formulated for use in diluted and undiluted form.
- G.1.6.** No butyl cellusolve allowed.
- G.1.7.** Product performance must be equivalent to a product conforming to the following:
  - G.1.7.1.** Total alkalinity as K20: 15.0% to 18.5%
  - G.1.7.2.** Butyl cellusolve: None allowed
  - G.1.7.3.** Wetting agent % (wt.): 4.0% to 10.0%
  - G.1.7.4.** PH (100%): 13.1 to 13.9
  - G.1.7.5.** Specific Gravity: 1.140 to 1.320
- G.1.8.** Stability in Storage
  - G.1.8.1.** The product concentrate shall remain stable; show no separation nor sediment, sour, change in appearance, gel and not deteriorate nor lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 degrees F. and 100 degrees F.

### **G.2. Dishwashing Machine Detergent**

- G.2.1.** Product shall be a chlorinated solid detergent specifically formulated for use in all mechanical spray-type dishwashing machines under large volume, institutional dishwashing conditions. Shall include detergent builders to promote emulsification, deflocculation and sequestration.
- G.2.2.** Product shall incorporate a metal inhibitor to prevent corrosion of soft metals.
- G.2.3.** Product shall be formulated for and completely soluble in all water hardnesses.
- G.2.4.** Product performance must be equivalent to a product conforming to the following:
  - G.2.4.1.** Total alkalinity: 5.0% to 6.0% as NA20
  - G.2.4.2.** Phosphate as P205: 3.2% to 5.0%
  - G.2.4.3.** Available chlorine: 2.2% to 3.0%
  - G.2.4.4.** Free caustic @ NAOH: 2.5 maximum
  - G.2.4.5.** PH of a 1.0% solution: 10.6 to 11.4
- G.2.5.** Stability in Storage
  - G.2.5.1.** The product shall remain stable; shall not agglomerate nor sediment, sour, change in appearance, deteriorate, nor lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 degrees F. and 100 degrees F.

### **G.3. Detergent for Mechanical Pot and Pan Washing Machines**

- G.3.1.** Product shall be nonabrasive solid detergent specifically formulated for use in mechanical pot-washing machines and other similar heavy-duty applications.
- G.3.2.** Product shall be designed specifically for dispensing directly into the machine from the shipping container. The dispenser should provide a proactive alert system for use in controlling the product use, monitoring temperatures and machine on time.
- G.3.3.** Product shall incorporate a foam inhibiting agent to assure adequate wash pressures when used in dishwashing machines.
- G.3.4.** Product shall be suitable for use in institutional mechanical spray-type dishwashing machines under those conditions requiring this type of product.
- G.3.5.** Product shall be formulated for and completely soluble in all water hardnesses.
- G.3.6.** Product performance must be equivalent to a product conforming to the following:
  - G.3.6.1.** Total alkalinity: 3.1% as NA20 maximum
  - G.3.6.2.** Phosphate as P205: 7.0% minimum
  - G.3.6.3.** Nonionic solids: 6% minimum
  - G.3.6.4.** Foam controller (active): 1.5% to 3.2%
  - G.3.6.5.** PH of 100% solution: 12.5 to 13.1
- G.3.7.** Stability in Storage
  - G.3.7.1.** The product shall remain stable; shall not agglomerate nor sediment, sour, change in appearance, deteriorate, nor lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 degrees F. and 100 degrees F.

### **G.4. Heavy Duty Detergent for Manual Pot and Pan Washing**

- G.4.1.** Product shall be a solid concentrate specifically formulated for manual washing of glassware, dishes, silverware and pots and pans.
- G.4.2.** Product shall be formulated for and completely soluble in all water areas.
- G.4.3.** Product shall be safe for use on aluminum and plastic ware and have no deleterious effects on the skin of a normal user.
- G.4.4.** Product performance must be equivalent to a product conforming to the following:
  - G.4.4.1.** Total alkalinity @ NA20: 1.0% maximum
  - G.4.4.2.** Total wetting agent (100% active): 24.0% to 30.0%
  - G.4.4.3.** Total nonvolatile: 25.0% to 31%
  - G.4.4.4.** PH of concentrate: 7.5 to 9.2
  - G.4.4.5.** Inorganic salts: 2.0% maximum
  - G.4.4.6.** Phosphate as P205: 3.5% to 4.0%
- G.4.5.** Stability in Storage
  - G.4.5.1.** The product concentrate shall remain stable; show no separation nor sediment, sour, change in appearance, gel and not deteriorate nor lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 degrees F. and 100 degrees F.

### **G.5. Dishwashing Machine Detergent**

- G.5.1.** Product shall be a nonabrasive solid concentrate detergent specifically formulated for use in all mechanical dishwashing machines. Product must be capable of providing synergistic detergent action when combined with sodium hypochlorite bleaching solutions and nonionic type rinse additives.

- G.5.2.** Product shall be designed specifically for dispensing directly into the machine from the shipping container. The dispenser should provide proactive alert system for use in controlling product use, monitoring temperatures and machine on time.
- G.5.3.** Product shall be formulated for and completely soluble in all water hardnesses.
- G.5.4.** Product performance must be equivalent to a product conforming to the following:

- G.5.4.1.** Total alkalinity as NA20: 3.2% to 3.7%
- G.5.4.2.** Phosphate as P205: 11.8%
- G.5.4.3.** Available chlorine: 4.8% to 6.0%
- G.5.4.4.** Inorganic mineral control and sequestering agents: 20% minimum
- G.5.4.5.** NTA or EDTA: 0.0%
- G.5.4.6.** Nitrogen: 0.0%
- G.5.4.7.** Ph of 1% (distilled water) solution: 10.0 minimum
- G.5.4.8.** Ph of concentrate: 13.0 minimum
- G.5.4.9.** Specific gravity: 1.170 minimum

**G.5.5. Stability in Storage**

- G.5.5.1.** The product concentrate shall remain stable; show no separation nor sediment, sour, change in appearance, gel and not deteriorate or lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 ° F. and 100 ° F.

**G.6. Liquid Sanitizer for use in Low-Temp Chemical Sanitizing Dishwashing Machines**

- G.6.1.** Product shall be a high purity sanitizing and bleaching product which contains not less than 5% sodium hypochlorite by weight. This product shall be rapidly and completely soluble in hard or soft water in all proportions and shall be suitable for dispensing directly from its container into the dishwashing machine.
- G.6.2.** Product shall be registered with the U.S. Environmental Protection Agency.
- G.6.3.** Product shall be registered as acceptable under the U.S.D.A. Meat, Poultry, Rabbit and Egg Products Inspection Programs.
- G.6.4.** Product performance must be equivalent to a product conforming to the following:

- G.6.4.1.** Sodium hypochlorite by weight: 5.0% to 5.8%
- G.6.4.2.** Specific gravity: 1.056 to 1.067
- G.6.4.3.** Weight per gallon: 8.80 lbs. to 8.90 lbs.

**G.6.5. Stability in Storage**

- G.6.5.1.** The product concentrate shall remain stable; show no separation or sediment, sour, change in appearance, gel and not deteriorate nor lose any effectiveness for at least one year when stored in closed shipping containers at temperatures ranging between 32 ° F. and 100 ° F.

**G.7. Solid Detergent for Low Temperature Chemical Sanitizing Dishwashing Machines**

- G.7.1.** Product shall be nonabrasive solid free-flowing homogeneous built detergent specifically formulated for use in mechanical pot-washing machines and other similar heavy-duty applications. Product shall be designed specifically for dispensing directly into the machine from the shipping container. The dispenser should

provide a proactive alert system for use in controlling product use, monitoring temperatures, and machine on time.

- G.7.2.** Product shall incorporate a foam inhibiting agent to assure adequate wash pressures when used in dishwashing machines.
- G.7.3.** Product shall be suitable for use in institutional mechanical spray-type dishwashing under those conditions requiring this type of product.
- G.7.4.** Product shall be formulated for and completely soluble in all water hardnesses.
- G.7.5.** Product performance must be equivalent to a product conforming to the following:
  - G.7.5.1.** Total alkalinity as NA20: 3.2% to 3.7%
  - G.7.5.2.** Phosphate at P205: 11.8%
  - G.7.5.3.** Available chlorine: 4.8% to 6.0%
  - G.7.5.4.** Inorganic mineral control and sequestering agents: 20% minimum
  - G.7.5.5.** NTA or EDTA: 0.0%
  - G.7.5.6.** Nitrogen: 0.0%
- G.7.6.** Stability in Storage
  - G.7.6.1.** The product concentrate shall remain stable; show no separation or sediment, sour, change in appearance, gel and not deteriorate nor lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 ° F. and 100 ° F.

## **G.8. Rinse Additive**

- G.8.1.** Product shall be a solid concentrate, nonionic drying agent formulated specifically for use in the final rinse of all mechanical spray-type dishwashing machines to promote low-residue rinsing. Product shall provide acceptable sheeting ability on china, stainless steel and melamine surfaces and be non-foaming in a dishwasher at 50 - 200 PPM with usual soil conditions at temperatures greater than 140 ° F. Product shall be formulated for and completely soluble in all water hardnesses.
- G.8.2.** Product performance must be equivalent to a product conforming to the following:
  - G.8.2.1.** Alcohol, glycol and/or other aromatic solvents: 5% maximum
  - G.8.2.2.** Heavy metals: 50 PPM maximum
  - G.8.2.3.** PH of 100% solution: 6.8 to 7.2
  - G.8.2.4.** Isooctylphenoxy polyethoxy ethanol: 7.0% minimum, 20.0% maximum
  - G.8.2.5.** Other active non-volatiles: 13.0% minimum, 15.0% maximum
  - G.8.2.6.** Total active ingredients not to exceed: 25.0%
- G.8.3.** Stability in Storage
  - G.8.3.1.** The product concentrate shall remain stable; show no separation or sediment, sour, change in appearance, gel and not deteriorate nor lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 ° F. and 100 ° F.

## **G.9. Rinse Additive for use in Low Temperature Chemical Sanitizing Dishwashing Machines**

- G.9.1.** Product shall be a concentrated liquid or solid for use in a dishwashing machine by means of an injector system. It shall be non-corrosive and shall contain not more than 5% alcohol or aromatic solvents. It shall have a foam depressing ability and shall be able to function effectively in soft or hard water.

**G.9.2.** The chemical analysis must be in the following ranges:

**G.9.2.1.** Cloud point in concentrated product: 118 degrees F. to 128 degrees F.

**G.9.2.2.** Haze point of 100% solution: 40 degrees F. minimum

**G.9.2.3.** Specific gravity at 25 degrees C.: 1.012 to 1.030

**G.9.2.4.** PH of 1% solution of distilled water: 7.0 to 8.2

## **G.10. Lime Solvent Detergent**

**G.10.1.** Product shall be a nonabrasive, uniform liquid concentrate, acidic detergent specifically formulated to remove lime, food, film and scale from stainless steel, aluminum, ceramic, glass, plastic and concrete surfaces with no significant deleterious effects. Wetting agent shall be of low-foaming type to prevent excessive foaming and/or aeration while being pumped and/or recirculated.

**G.10.2.** Product shall be formulated for and completely soluble in all water hardnesses.

**G.10.3.** Product performance must be equivalent to a product conforming to the following:

**G.10.3.1.** Nonionic synthetic wetting agent (100% active): 1.3% minimum

**G.10.3.2.** Total acidic content: 55% to 60% as H<sub>3</sub>PO<sub>4</sub>

**G.10.3.3.** Heavy metals: 50 PPM maximum

**G.10.3.4.** PH of 0.1% (distilled water) solution: 2.5 to 2.9

**G.10.3.5.** Vehicles and buffering agents: 40.0% to 45.0%

**G.10.4.** Stability in Storage

**G.10.4.1.** The product concentrate shall remain stable, show no separation or sediment, sour, change in appearance, gel and not deteriorate or lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 ° F. and 100 ° F.

## **G.11. Liquid, Quaternary Nonrinse Sanitizer for Hand Warewashing**

**G.11.1.** Liquid product shall be for use on any food contact surface not requiring a rinse. Product shall be non-corrosive and non-injurious to metal or plastic surfaces. Product to be used for sanitizing, disinfecting and deodorizing in food service operations. Products to be approved effective in use dilution test on staphylococcus aureus, salmonella, choleraesuis and pseudomonas aeruginosa at 400 PPM active quaternary.

**G.11.2.** Product performance must be equivalent to a product conforming to the following:

**G.11.2.1.** PH (100%): 7.9

**G.11.2.2.** PH (1%): 7.6

**G.11.2.3.** Specific gravity: .9925

**G.11.2.4.** Active quaternary: 10%

## **G.12. Presoak and Destaining Agent**

**G.12.1.** Product shall be a homogeneous nonabrasive, non-corrosive, low foaming liquid or solid stain removal and soaking compound specifically formulated to remove coffee, tea and food stains for plastic ware, china and metal surfaces.

- G.12.2.** Product shall be formulated for and completely soluble in all water hardnesses.
- G.12.3.** Product shall contain no chlorine releasing compounds nor other substances which may adversely affect melamine, plastic or aluminum surfaces.
- G.12.4.** Product performance must be equivalent to a product conforming to the following:
  - G.12.4.1.** Total alkalinity as NA20: 3.7 maximum
  - G.12.4.2.** Nonionic content: 4.5% to 5.0% by weight
  - G.12.4.3.** Phosphate as P205: 6.5% to 7.5%
  - G.12.4.4.** PH of 1.0% (distilled water) solution: 10.0 to 11.0
  - G.12.4.5.** Anionic phosphate ester: 2.0% minimum
- G.12.5.** Stability in Storage
  - G.12.5.1.** The product concentrate shall remain stable; show no separation or sediment, sour, change in appearance, gel and not deteriorate nor lose any detergency effectiveness for at least one (1) year when stored in closed shipping containers at temperatures ranging between 32 ° F. and 100 ° F.

### **G.13. Silverware Presoak**

- G.13.1.** The product shall be a 100% active solid presoak in a solid capsule equipped with a handle for ease in handling.
- G.13.2.** The solid product shall contain active enzymes to break down stubborn food soils.
- G.13.3.** The capsule shall be designed to eliminate misuse by employees. To provide maximum safety and control of detergent usage and costs.
- G.13.4.** The solid presoak shall be metal safe and shall detarnish silver and eliminate stainless steel haze.
- G.13.5.** The solid presoak shall be fed and controlled by a system to dispense the exact amount of presoak needed for soak tanks or bus pans of any size.
- G.13.6.** The solid product must meet the following characteristics:
  - G.13.6.1.** PH of 1.0% solution: 10.8 - 11.3
  - G.13.6.2.** Enzymes (protease): 10,000 to 20,000 units per gram
  - G.13.6.3.** Appearance and odor: Blue solid
  - G.13.6.4.** Phosphate as P: Less than 8.7% P
  - G.13.6.5.** Active alkalinity: 6.0% - 9.5%
  - G.13.6.6.** Biodegradable: Yes
  - G.13.6.7.** Wetting agents: 3.5% - 6.0%
  - G.13.6.8.** Carbonate as CO2: 6.5% - 10.5%
  - G.13.6.9.** Total alkalinity: 16.0% - 21.0%
  - G.13.6.10.** Non-phosphate water conditioners: Present

## **H. PRICE AND COST**

H. PRICE AND COST - solicitation package - page 26

Item #	Item ID	Description	Price	Packaging	UOM	Manufacturer Name	Manufacturer part #	Use Cost in ounces per 10 gallons	Dilution Ratio
1	1000004177	Degreaser & oven cleaner Greasecutter Plus #19513 or equal 4 - 1 gallon containers per case							
2	1000030617	Non Caustic Degreaser Grease Lift #6100284 or equal 6 - 32 oz containers per case							
3	1000030618	Non Caustic Degreaser Grease Lift #6100319 or equal 35 - 4 oz containers per case							
4	1000030619	High Performance Clinging Gel Degreaser Grease Strip Plus #19505 or equal 4 - 1 gallon containers per case							
5	1000030620	High Performance Clinging Gel Degreaser Grease Strip Plus #29777 or equal 6 - 32 oz. containers per case							
6	1000009899	Dishwashing machine detergent Chlorinated, solid Solid Insure #10215 or equal 4 - 9 lb containers per case							
7	1000004090	Detergent for low temperature chemical sanitizing dishwashing machines Apex Power Plus #17091 or equal 4 - 6.75 lb containers per case							
8	1000009901	Machine Detergent, non abrasive solid concentrate, Solid Power XL #6100185 or equal 4 - 9 lb containers per case							

H. PRICE AND COST -- solicitation package - page 27

Item #	Item ID	Description	Price	Packaging	UOM	Manufacturer Name	Manufacturer part #	Use Cost in ounces per 10 gallons	Dilution Ratio
9	1000030621	Detergent for low temperature chemical sanitizing dishwashing machines Apex Power # 17062 or equal 6 - 6.75 lb.containers per case							
10	1000030622	Detergent for low temperature chemical sanitizing dishwashing machines Apex Power # 17063 or equal 4 - 6.75 lb. containers per case							
11	1000009900	Detergent, Mechanical, pot pan washing machines Solid Metal Pro #10751 or equal 4 - 8 lb. containers per case							
12	1000002479	Heavy duty liquid detergent for manual pot & pan washing Solitaire #17301 or equal 4 - 5 lb. containers per case							
13	1000030623	Pot and Pan soak agent Apex Pot & Pan Soak #610090 or equal 6 - 5 lb containers per case							
14	1000030624	Pot and Pan soak agent Apex Pot & Pan Soak #610089 or equal 3 - 5 lb containers per case							
15	1000030625	Concentrated Liquid Detergent, ready to use Scout #10906 or equal 2 - 1 gallon containers per case							
16	1000030626	Liquid Manual Warewashing Detergent Pan Dandy # 11288 or equal 5 gallon container							

H. PRICE AND COST -- solicitation package - page 28

Item #	Item ID	Description	Price	Packaging	UOM	Manufacturer Name	Manufacturer part #	Use Cost in ounces per 10 gallons	Dilution Ratio
17	1000030627	Liquid Manual Warewashing Detergent Pan Dandy # 11262 or equal 4 - 1 gallon containers per case							
18	1000002567	Chlorine sanitizer for low temperature chemical sanitizing dishwashing machines Ultra San #13961 or equal 5 lb. container							
19	1000030628	Liquid Chlorine sanitizer and Destainer for low temperature warewashing machines Eco San #13979 4 - 1 gallon containers per case							
20	1000030629	Metal-Safe Dish Machine Detergent Apex Metal Pro #10354 or equal 4 - 6.75 lb containers per case							
21	1000003730	Rinse Additive for Dishwashing Machines Solid Brilliance #25395 or equal 2 - 2.5 lb. containers per case Use Cost in oz/gal							
22	1000030630	Rinse additive for low temperature dishwashing machines Rinse Dry #10934 or equal 5 gallon container							
23	1000003303	Rinse additive for low temperature dishwashing machines Rinse Dry #10942 or equal 4 - 1 gallon containers per case							
24	1000004064	Lime solvent detergent Limeaway #18700 or equal 4 - 1 gallon containers per case							

H. PRICE AND COST - solicitation package - page 29

Item #	Item ID	Description	Price	Packaging	UOM	Manufacturer Name	Manufacturer part #	Use Cost in ounces per 10 gallons	Dilution Ratio
25	1000030631	Rinse Additive for Normal Water Conditions Apex Rinse #16811 or equal 2 - 2.5 lb. containers per case							
26	1000030614	Rinse Additive and Drying Agent Jet Dry #11833 or equal 5 gallon container							
27	1000030615	Rinse Additive and Drying Agent Jet Dry #11817 or equal 4 - 1 gallon containers per case							
28	1000030616	Rinse Additive for Problem Water Conditions R/O Free - Rinse #17532 or equal 2 - 5 quart containers per case							
29	1000003415	Quaternary, Non Rinse Sanitizer for hardware washing Oasis 146 #17781 or equal 4 - 1 gallon containers per case							
30	1000030632	Solid Quaternary Sanitizer Apex Solid Quat Broad Range Sanitizer #6100176 or equal 2 - 2 lb. containers per case							
31	1000009902	Destaining presoak agent Assure Liquid #11486 or equal 4 - 1 gallon containers per case							
32	1000009903	Presoak and destaining agent Silverware Presoak Solid Silver Power #12922 or equal 2 - 8 lb. containers per case							

H. PRICE AND COST - - solicitation package - page 30

Item #	Item ID	Description	Price	Packaging	UOM	Manufacturer Name	Manufacturer part #	Use Cost in ounces per 10 gallons	Dilution Ratio
33	1000030633	Presoak for Machine Warewashing Apex Presoak #10364 or equal 3 - 4 lb. containers per case							
34	1000030634	Concentrated Coffee and Tea Destainer Dip It #17583 or equal 8 - 1.75 lb. containers per case							
35	1000030635	Energy-Efficient Machine Warewashing Ultra Klene #12716 or equal 5 gallon container							
36	1000030636	Energy-Efficient Machine Warewashing Ultra Klene #13326 or equal 4 - 1 gallon containers per case							
37	1000030637	Hard Water Detergent for Machine Warewashing Super Trump #12740 or equal 4 - 1 gallon containers per case							

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## Attachment 1 – Past Performance Information Guide

### Overview

The State will be analyzing past performance information on the service vendors.

To assist the State in identifying the highest past performance of a vendor, the following process will be used (as outlined in the figure below):

1. The vendor will prepare a list of past clients that will be sent surveys (called a “Reference List”)
2. The vendor will prepare survey forms (Attachment 1-A) and send them to their past clients
3. The clients will send their surveys back to the vendor
4. The vendor will compile all of the surveys and submit the surveys with their proposal.
5. The ratings will then be averaged together to obtain a firm’s past performance rating

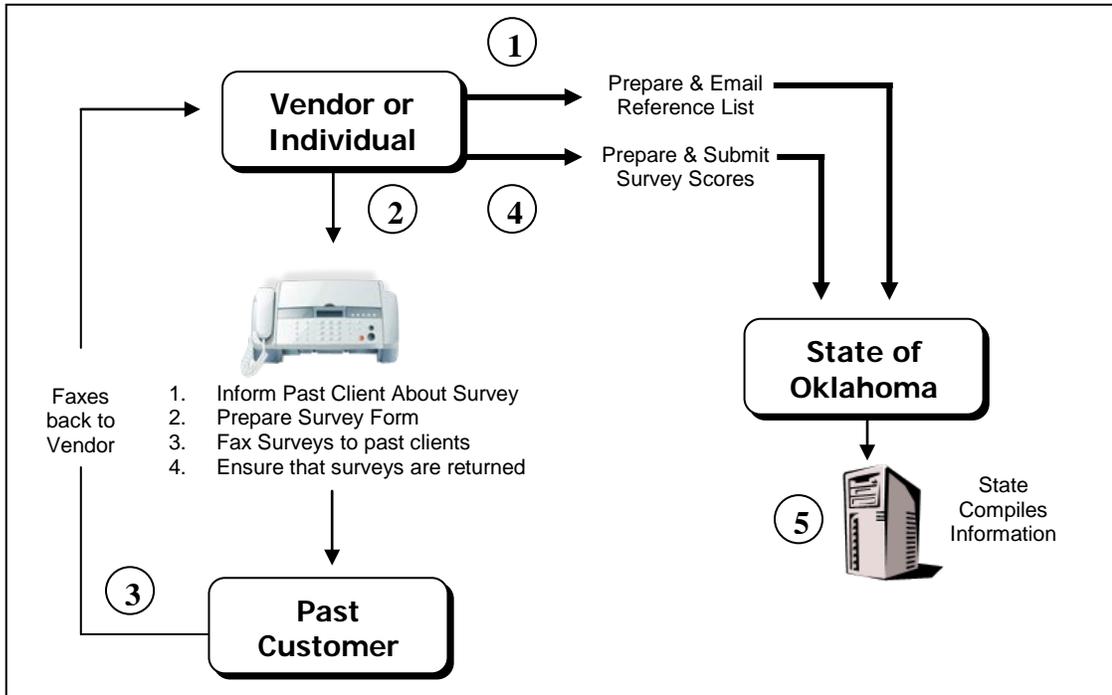


Figure 1: Survey Process

**A. Creating and Submitting a Reference List**

1. The “Reference List” must be submitted on a MS Excel spreadsheet that will be provided by the State (ATTACHMENT 2). The proposer must contact the contracting officer listed to request this spreadsheet, and provide a valid email address for transmission.
2. The reference list should include the firms “best” projects. Credit will be given to proposers with high performing surveys from different individuals.
3. The Reference List must include the following (All fields are required! If you do not submit all the information required, there will be no credit given for the reference):

CODE	A unique (different) number assigned to each project
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
CITY	Location of project
STATE	Location of project
ZIP CODE	Location of project
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
Duration of Service	Date started to Date finished (example: 5/1/2001 to present)
COST OF PROJECT	Awarded cost of project (\$50,000)

4. The data in the reference list must be submitted in electronic format on a MS Excel spreadsheet file. The file must be emailed Theresa Johnson (theresa.johnson@omes.ok.gov) prior to the closing date specified in the solicitation. The data must be complete and accurate.
5. The proposer is responsible for verifying their information is accurate prior to submission.
6. The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
7. Each MS Excel file will have two tabs. One tab contains the reference list information (discussed above), and the second tab contains the Vendor Information. The “Vendor Information” tab contains information about the key Personnel being surveyed.
8. All key Personnel must submit their “Reference List” in separate excel files
9. Please save the file as the name of the company (or individual) followed by “Ref List”. For example, if you are submitting a reference list for “ABC Construction”, you should save the file as “ABC Construction Ref List”.

**B. Preparing the Surveys**

1. Each key Personnel is responsible for sending out a survey questionnaire to each of their past clients. The survey questionnaire is provided in this document.
2. Each key Personnel should enter the required information on the survey questionnaire:

- a. Survey ID (Code)
- b. Past clients contact information
- c. Project information
- d. Name of the firm being surveyed

The information must match the data submitted in the "Reference List".

3. The Proposer should also modify the return information at the bottom of the survey with a contact person and an accurate fax number. Remember, the survey will be sent from your past client to you (so you must enter a valid fax number).

Again, thank you for your time and effort in assisting the University of Minnesota in this important endeavor. **Please fax the completed survey, no later than January 16, 2008, to:**

**Joe Smith (ABC Construction) at Fax # (555) 555-5656**

4. All returned surveys MUST be evaluated and signed by the past client. If a survey is not signed, it will NOT be counted.

PHIL MCGILL

Printed Name (of Evaluator)

*Phil McGill*

Signature (of Evaluator)

Again, thank you for your time and effort in assisting the University of Minnesota in this important endeavor. **Please fax the completed survey, no later than January 16, 2008, to:**

**Joe Smith (ABC Construction) at Fax # (555) 555-5656**

5. Each key Personnel is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey back to the proposer.
6. The past client/owner must evaluate and complete the survey.
7. The past client/owner must sign the survey form to prove they completed the survey.
8. All of the returned surveys should be packaged together and submitted with your proposal. The scores of the submitted surveys will be used to compile the average Past Performance Information rating for the critical key Personnel.
9. The State may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference.

**Attachment 1-A**

**Survey Questionnaire – State of Oklahoma**

Survey ID \_\_\_\_\_

To: \_\_\_\_\_  
*(Name of person completing survey)*

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Subject: Past Performance Survey of: \_\_\_\_\_  
*(Name of Vendor)*

The State of Oklahoma is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the State in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for whom they have previously performed work. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

NO	CRITERIA	UNIT	
1	Conformance to contract requirements and to good workmanship standards	(1-10)	
2	Ability to maintain project schedule (delivery as scheduled, or quoted)	(1-10)	
3	Quality of products offered.	(1-10)	
4	Professionalism and ability to manage (includes customer service, response time, returns phone calls).	(1-10)	
5	Ability to meet customer expectations	(1-10)	
6	Ability to Communicate, (includes explanation of products available, offers suggestions, cross reference abilities)	(1-10)	
7	Products delivered in a timely manner	(1-10)	
8	Overall customer satisfaction and comfort level in hiring vendor/individual again	(1-10)	
9	Ability to respond to emergencies	(1-10)	
10	Ability to identify problems, minimize issues and keep cost down	(1-10)	

Printed Name (of Evaluator)	Signature (of Evaluator)
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Thank you for your time and effort in assisting the State of Oklahoma in this important endeavor.

## REFERENCE LIST FOR SUPPLIER

Company Name   
Type

Point of Contact   
Phone   
Fax   
Email

