



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

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date<sup>1</sup>:

Time: 3 p.m. CST/CDT

5. 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

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

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

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

<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)



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

1. **RE: Solicitation #** \_\_\_\_\_

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>  
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**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 #: \_\_\_\_\_

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 employees 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. Special Contract Provisions

- B.1.1.** Contract Period: The contract period shall begin upon issuance of a purchase order and shall expire 30 June 2016, unless terminated in accordance with applicable contract provisions. Suppliers shall not commence work, or commit funds, or incur costs, or in any way act to obligate the State as if he/she were the Contractor until so notified in writing of the award/approval of the contract. The OMES, Central Purchasing Division is the only entity that can transmit that approval to the Contractor.
- B.1.2.** Options to Renew:
- B.1.2.1.** By mutual consent of the parties hereto, it is intended that there shall be nine (9) options to renew, each for duration of one (1) year under the same terms and conditions. Renewal periods will be from July 1st through June 30th of each year. Renewal shall be at DOC's discretion and shall be based upon continued need, Contractor performance and availability of funding.
- B.1.2.2.** Notification to exercise the option to renew the contract shall be set forth, in writing, by DOC at least 60 calendar days prior to the end of each contract period. If a decision is made not to exercise an option period, notice shall be sent at least 60 calendar days prior to the end of the current contract period.
- B.1.3.** Contract Type: The awarded contract shall be a single source, indefinite delivery and indefinite quantity contract.
- B.1.4.** All or None Award: The contract will be awarded on an all or none basis. Suppliers must respond to and be capable of delivering all of the services/components required by the solicitation.
- B.1.5.** Consumption/Usage: DOC makes no guarantee, expressed or implied, with regard to the actual consumption during the contract period. Changes in DOC's departmental policies and procedures may become necessary during the term of the contract. Those changes could impact canteen activity, either directly or indirectly.
- B.1.6.** Assignments or Subcontracting: The Contractor shall be responsible for the total performance of the contract. Assignments or subcontracting, in whole or in part, may be allowable at the sole discretion of DOC, but must be disclosed as part of the proposal or otherwise approved in advance by DOC. Any subcontractor providing services required by the contract will meet or exceed the requirements set forth in the RFP. DOC will not be bound to any terms and conditions included in any sub contractual documents. No conditions in sub contractual documents in variance with, on in addition to, the requirements of the contract will in any way affect the Contractors obligations under the contract. All costs and responsibilities associated with compliance of a subcontractor shall be the responsibility of the Contractor.
- B.1.7.** Contract Negotiations: Following contract award, during the term of the contract, including any optional renewal periods, or prior to renewal of the contract, DOC may make changes or revisions within the scope of work of the contract resulting from this solicitation. The State Purchasing Director or designee, DOC, and the Contractor may negotiate in good faith adjustments to terms, conditions, prices or other matters of mutual concern and interest. Such negotiations will be conducted in accordance with the Central Purchasing rules and result in an addendum or modification to the contract resulting from this solicitation.
- B.1.8.** Cancellation for Convenience: Either party may terminate the contract without cause by delivering a written notice of Termination for Convenience to the other party specifying the terms and effective date. The contract termination effective date shall be a minimum of 90 calendar days from the date notice of Termination for Convenience was received by the appropriate party. If the Contract is terminated, DOC shall be liable only for products and/or services, ordered, delivered and accepted prior to the effective date of the termination.
- B.1.9.** Cancellation for Cause: DOC may terminate the contract immediately, without 90 day notice to the Contractor, when violations or non-compliance issues are found to be an impediment to the

function, security, or safety of DOC. If the Contract is terminated, DOC shall be liable only for products and/or services, ordered, delivered and accepted prior to the effective date of the termination.

- B.1.10. Confidential Information:** During the performance of this contract, confidential and proprietary offender information may be made available to the Contractor. The Contractor shall maintain the confidentiality of the offender information. The Contractor will not disclose any offender information to any third party without prior written authorization from the DOC.

## **B.2. Extension of Contract**

- B.2.1.** The State may extend the term of this contract for up to 90 day intervals if mutually agreed upon by both parties in writing.

## **B.3. FUNDING:**

- B.3.1.** Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the Department may terminate or reduce the contract in consideration and upon notice in writing to the Vendor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the Vendor will be paid for products and/or services provided up to the effective date of termination.

## **B.4. Definitions/Acronyms**

- B.4.1. Bag and Drop** - A type of a canteen system that allows an offender to purchase a variety of common food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc., from a vendor who processes and delivers the order to the offender's facility. DOC does not currently utilize a Bag and Drop canteen system at any of its facilities.
- B.4.2. Canteen Store** - A type canteen system that is a storefront location operated by DOC staff within a prison where offenders are allowed to purchase a variety of common food and non-food items, such as hygiene items, snacks, **writing instruments**, clothing etc.
- B.4.3. Canteen System** - A system that allows an offender access to a variety of common food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc. DOC's canteen system will be made up of canteen stores, bag and drop services, and Summer and Winter package sales.
- B.4.4. CWC (Community Work Center)** - a community based facility operated by DOC (see Attachment A for a list of all CWC's).
- B.4.5. CCC (Community Corrections Center)** - a community based facility operated by DOC (see Attachment A for a list of all CCC's).
- B.4.6. Contractor** - a corporation or legal entity, qualified under Oklahoma law and the specifications of the solicitation, selected by DOC to fulfill the provision of services required.
- B.4.7. DOC** - Oklahoma Department of Corrections
- B.4.8. DOC Contract Monitor** - designated DOC employee(s) responsible for the day to day oversight and monitoring of the contract to ensure compliance and contractor performance. This person(s) will represent DOC as the main point of contact for all issues related to the contract.
- B.4.9. Facility** - any DOC institution including prisons, CWC's, or CCC's (see Attachment B for a map of all DOC facilities).
- B.4.10. Fair Market Value (FMV)** - for the purposes of this solicitation Fair Market Value is pricing that is comparable to franchised or chain grocery stores or big-box stores, and shall not include pricing comparable to that of non-franchised/independent stores or convenience stores,
- B.4.11. Items** - products offered for sale through a canteen system
- B.4.12. OBS** - DOC's Offender Banking System

- B.4.13. OMS – DOC’s Offender Management System
- B.4.14. OMES-CP - Office of Management and Enterprise Services, Central Purchasing Division
- B.4.15. Offender – a person who is under the authority, custody or care of a prison, CWC, or CCC operated by the Oklahoma Department of Corrections (DOC).
- B.4.16. Prison – a maximum, medium, or minimum prison within DOC (see Attachment C for a list of all prisons).
- B.4.17. Parent Canteen Board – Board that is responsible for control of the operations of the canteen systems within DOC. Responsibilities include the development of operating procedures and standard pricing policies for canteen items.
- B.4.18. Summer and Winter Package Sales - A type of a canteen system that allows an offender or friends or family to purchase food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc., from a vendor who processes and delivers the order to the offender’s facility.
- B.4.19. Vendor or supplier – any corporation or legal entity qualified under Oklahoma law to respond to this solicitation.

**B.5. Responsibility to Read and Understand**

- B.5.1. By responding to this solicitation, a supplier will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation. If a supplier suspects an error, omission, or discrepancy in this solicitation, supplier must notify the single point of contact for the solicitation process, with OMES Central Purchasing Division, as defined in Section C.5.18.3 of this solicitation.

**B.6. TERMINATION FOR CAUSE**

- B.6.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from DOC. The State may terminate the Contract for default or any other just cause upon a 30- day written notification to the supplier. 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 DOC determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**B.7. TERMINATION FOR CONVENIENCE**

- B.7.1. The State may terminate the Contract, in whole or in part, for convenience if DOC determines that termination is in the State’s best interest. The agency 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 agency. 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.

**B.8. Security. Contractor’s employees, agents, and representatives shall comply with all security and identification procedures at DOC facilities. DOC is responsible for alerting Contractor to these requirements prior to the commencement of work.**

- B.8.1. Security requirements may include, but are not limited to:
  - B.8.1.1. Identification: All employees, agents, and representatives of the Contractor, while working on State property, shall carry or display acceptable identification.
  - B.8.1.2. Vehicle Security: Drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended. Trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.

- B.8.1.3.** Offender Contact: Contractors employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.
- B.8.1.4.** Subject to Search: All persons, vehicles, packages and equipment entering a DOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., searched with x-ray equipment. Drug K-9 may also be used to search persons, vehicles, packages, and equipment.
- B.8.1.5.** Contraband: Contractors employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.
- B.8.1.6.** Security Clearance: Contractors employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facilities discretion, Contractor shall comply with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.
- B.8.1.7.** Tobacco Use Prohibited. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of DOC, including parking lots owned or under the control of DOC.

**B.9. The prospective bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

**B.10. DISPUTE RESOLUTION**

**B.10.1.** Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the STATE agency that initially awarded this contract (e.g., Office of Management and Enterprise Services). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

**B.11. GOVERNING RULES AND REGULATIONS**

**B.11.1.** The CONTRACTOR and its subcontractor's if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Contract, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the STATE with satisfactory proof of its compliance therewith.

**B.12. COVENANT AGAINST CONTINGENT FEES**

**B.12.1.** The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the STATE shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

**B.13. EQUAL EMPLOYMENT OPPORTUNITY**

**B.13.1.** In connection with the execution of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**B.14. TITLE VI - CIVIL RIGHTS ACT OF 1964**

**B.14.1.** The CONTRACTOR shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the CONTRACTOR pursuant thereto.

**B.15. During the performance of this Contract, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:**

**B.15.1.** Compliance with Regulations: The CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B.15.2.** Nondiscrimination The CONTRACTOR, with regards to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**B.15.3.** Solicitations for Subcontracts: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, if such subcontracting is approved by the STATE, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

**B.15.4.** Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE, as appropriate, and shall set forth what efforts it has made to obtain the information.

**B.15.5.** Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this Contract, the STATE shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

**B.15.5.1.** Withholding of payments to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or,

**B.15.5.2.** Cancellation, termination or suspension of the Contract, in whole or in part.

**B.16. Incorporation of Provisions**

**B.16.1.** The CONTRACTOR shall include the provisions of THE ABOVE Paragraphs of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by

the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the STATE may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE.

**B.17. BINDING EFFECT**

**B.17.1.** This Contract shall be binding upon and inure to the benefit of the STATE and the CONTRACTOR and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**B.18. HOLD HARMLESS CLAUSE**

**B.18.1.** The CONTRACTOR shall indemnify and save harmless the STATE, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the STATE, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said CONTRACTOR or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said CONTRACTOR or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

**B.19. Limitation of Liability**

**B.19.1.** The Supplier acknowledges that, under the laws of the State of Oklahoma, the Supplier may not contractually limit their potential liability. To the extent any limitation of liability contained in any resulting contract is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

**B.20. PRIOR UNDERSTANDINGS**

**B.20.1.** This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

**B.21. AMENDMENTS OR MODIFICATION OF CONTRACT**

**B.21.1.** No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the STATE shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

**B.22. RECORDS**

**B.22.1.** The CONTRACTOR and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the STATE or any of its duly authorized representatives and the State Auditor and Inspector at any reasonable time during the term of work on the contract, and for three (3) years from date of final payment to the CONTRACTOR by STATE for work performed hereunder.

**B.23. HEADINGS**

**B.23.1.** Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

**B.24. ASSIGNMENT**

**B.24.1.** The CONTRACTOR shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the STATE. In case such consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of

the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the CONTRACTOR of his liability under the contract and bonds.

**B.25. SEVERABILITY**

**B.25.1.** If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

**B.26. PAYMENT OF CLAIMS**

**B.26.1.** The CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract.

**B.27. BREACH OF CONTRACT**

**B.27.1.** Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the STATE cause to cancel this contract on seven (7) days written notice to the CONTRACTOR. The STATE then reserves the right to re-award the contract to the next lowest responsible available bidder -OR- should this contract be awarded to multiple vendors, the STATE may utilize those vendors. In the event of cancellation of this contract, the CONTRACTOR shall not be entitled to damages and agrees not to sue the STATE for damages thereof. After notice of cancellation, the CONTRACTOR agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the STATE because of the cancellation, agrees to indemnify the STATE for its costs in procuring the services of a new CONTRACTOR.

**B.28. Minor Deficiencies or Informalities**

**B.28.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

**B.28.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

**B.29. Disclosures Regarding Lobbyist**

**B.29.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

**B.29.2.** Any vendor using the services of a lobbyist to assist in obtaining a contract shall

**B.29.2.1.** Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract

**B.29.2.2.** Not bill or otherwise charge the State for such and

**B.29.2.3.** Certify that no such costs were billed to the State.

**B.29.3.** The name and address of each lobbyist or agent of the vendor, contractor, subcontractor who communicated with a State employee about a proposal or potential proposal must be disclosed with proposal response.

## C. SOLICITATION SPECIFICATIONS

### C.1. Overview and Desired Results

- C.1.1.** The purpose of this RFP is to establish a contract with one distributor to supply and distribute a variety of common food and non-food items to DOC facilities statewide as part of DOC's overall canteen system. The work product required of the Contractor is separated into three (3) distinct components as defined below:
- C.1.1.1.** Canteen Stores Inventory Items – The Contractor will provide an ordering and distribution system that provides bulk wholesale items to supply the inventory for the canteen stores at each of DOC's 17 prisons throughout the state. Detailed work requirements specific to this component are provided in Section C.2.
  - C.1.1.2.** Bag and Drop - The Contractor will provide an ordering and distribution system that fulfills individual orders of items to offenders housed at each of DOC's 15 CWC's and CCC's. Detailed work requirements specific to this component are provided in Section C.3.
  - C.1.1.3.** Summer and Winter Package Sales – The Contractor will provide an ordering and distribution system that fulfills orders of packages of predefined special/extended items twice a year to offenders housed at all DOC facilities including prisons, CWC's, and CCC's. Detailed work requirements specific to this component are provided in Section C.4.
  - C.1.1.4.** General overall requirements applicable to all three (3) components are provided in Section C.5.

### C.2. Canteen Store Inventory Items Component

- C.2.1.** The overall purpose of this component is for the Contractor to satisfy DOC's need for approximately \$11,785,000 annually in bulk canteen items (common food and non-food items) for re-sale through canteen stores located across the state of Oklahoma at 17 DOC prisons. DOC will remain the operator of the DOC canteen stores and will remain the seller of the canteen items directly to offenders.
- C.2.2.** Ordering System:
- C.2.2.1.** The Contractor shall provide an ordering system that accepts weekly orders from each DOC prison through an interface with DOC's existing Offender Banking System (OBS) Canteen Module, see Section C.5.16. for information regarding DOC's existing OBS System and additional requirements.
  - C.2.2.2.** The Contractor's ordering system shall track and provide a history of orders by prison.
  - C.2.2.3.** The Contractor's ordering system shall provide a confirmation to the individual ordering prison which will be used by the prison to verify that items and quantities are correct. The confirmation shall also alert the ordering prison to any out-of-stock items. No backorders or substitutions will be allowed.
  - C.2.2.4.** The Contractor shall also provide a backup/alternative ordering option that allows the prison to call a Contractor representative for completion of the order if technical issues arise.
  - C.2.2.5.** Contractor shall be responsible for all materials, maintenance and associated costs with providing the ordering system.
- C.2.3.** Canteen Store Items List:
- C.2.3.1.** The Contractor shall sell and deliver all items that are included on the DOC approved Master Canteen Store Items List (see Attachment D), at the agreed upon price. No glass or metal containers will be allowed.
  - C.2.3.2.** The DOC reserves the right to add, delete, or otherwise modify items on the Master Canteen Store List at any time during the term of the contract. Such changes shall be made in writing by the DOC and will become effective only after adequate notification to the Contractor. Sufficient time will be granted for Contractor to deplete any stock of items to be deleted from the approved Master Canteen Store Items List, which the DOC is the primary customer, with the exception of items that DOC determine to pose a serious security or health threat.
  - C.2.3.3.** The Contract may submit a request to the DOC Contractor Monitor in writing to add or delete an item from the approved item list.
- C.2.4.** Contractor Provided Equipment: The Contractor shall provide, repair, and maintain, at no cost to DOC, sufficient freezers and refrigerators that meet food storage standards to accommodate refrigerated and frozen inventory for each of the canteen stores. Any unrepairable or expired equipment will be picked up by the Contractor and replaced with similar equipment.

- C.2.5. Specifications & Freshness Parameters:** The Contractor shall ensure that all food items delivered meet or exceed USDA and industry standards and have a freshness parameter such that sufficient time from date of delivery for the prison to stock and sale the item and the offender to consume the item before quality deteriorates.
- C.2.6. Delivery:**
- C.2.6.1.** The Contractor shall maintain an adequate supply of items in a location that ensures deliveries to all 17 DOC prisons will be fulfilled consistently in accordance with an established and DOC approved delivery schedule.
  - C.2.6.2.** Scheduled deliveries will be made once a week to each prison.
  - C.2.6.3.** No weekend deliveries will be required or accepted.
  - C.2.6.4.** The Contractor shall be capable of handling alternate delivery days and times in order to accommodate scheduled holidays and force majeure events.
  - C.2.6.5.** The Contractor shall be responsible for unloading all items at the time of delivery.
  - C.2.6.6.** Deliveries arriving at times outside of the approved delivery schedule may be refused at the prison's discretion. Redelivery at an appropriate time will be at the Contractor's expense.
  - C.2.6.7.** The Contractor shall ensure that its delivery equipment and its delivery drivers are at all times certified by the U.S. Department of Transportation.
  - C.2.6.8.** All deliveries shall be F.O.B. Destination. The Contractor will assume risk of loss until delivery to the designated prison.
- C.2.7. Wrong items, returns and damages:**
- C.2.7.1.** The Contractor will be responsible for providing a process to facilitate returns, credits/refunds, and/or replacement of items due to damaged items, out of date items, incorrect items, and missing items. The Contractor will be responsible for all costs incurred in dealing with these issues.
  - C.2.7.2.** The Contractor shall issue a credit or remove from invoicing items that are damaged, out of date, incorrect, or missing.
  - C.2.7.3.** Items damaged during delivery will remain the property of the Contractor.
  - C.2.7.4.** DOC shall notify Contractor of any damaged, out of date, incorrect, or missing items. Contractor may request pictures of damaged, out of date, or incorrect items and shall notify DOC if they plan to pick-up/return the items at their own expense.
  - C.2.7.5.** Damages to items caused by DOC offenders or staff shall be the responsibility of DOC.
- C.2.8. Order Minimums:** Orders from prisons will be for full case quantities with the exception of the following items:
- C.2.8.1.** Clothing
  - C.2.8.2.** Electronics over \$15 (if over 6 in a case)
  - C.2.8.3.** Watches
  - C.2.8.4.** Bedding (blanket, sheets, pillow cases, and pillows) (If over 10 in a case)
  - C.2.8.5.** Bath towels & washcloths (if over 10 in a case)
  - C.2.8.6.** Hot Pot (if over 6 in a case)
- C.2.9. Billing:**
- C.2.9.1.** The Contractor shall provide invoices for each separate delivery.
  - C.2.9.2.** The invoice shall, at a minimum, include the delivery location, description of the item delivered, number of items delivered, cost per item, and total cost.
  - C.2.9.3.** Invoices will be paid by DOC by check or electronic funds transfer at least once per month.
- C.2.10. Changes in Locations:** At any time during the term of the contract, with thirty (30) day advance written notice, DOC may increase or decrease the number of prisons that require canteen inventory items to be ordered/delivered.

### **C.3. Bag and Drop Services Component**

- C.3.1.** Purpose of Bag and Drop Component:

- C.3.1.1. The overall purpose of this component is for the Contractor to satisfy DOC's need for bag and drop services that will provide a variety of common food (non-frozen/non-refrigerated) and non-food items to offenders housed at DOC CWC's and CCC's.
- C.3.1.2. DOC does not currently provide canteen services to offenders at CWC's and CCC's.
- C.3.1.3. Offenders at CWC's and CCC's are allowed to spend up to \$140/week for canteen.
- C.3.1.4. There are a total of approximately 2,500 offenders statewide at CWC's and CCC's.
- C.3.2. Ordering System:
  - C.3.2.1. The Contractor shall provide an automated ordering system that accepts orders from individual CWC and CCC offenders with limited or no DOC staff assistance/oversight.
  - C.3.2.2. The ordering system shall allow orders to be placed utilizing a secure portal and interface with DOC's existing Offender Banking System (OBS) (see Section C.9.11) to verify availability of funds in the offenders trust account.
  - C.3.2.3. The ordering system shall provide security features to eliminate or prevent unauthorized use/ordering. Digital security with at least ID and PIN code capabilities with preference to biometrics.
  - C.3.2.4. The ordering system shall track and provide a history of orders by offender.
  - C.3.2.5. The system shall update with regards to Contractor's available stock to prevent the offender from ordering items that are unavailable. No backorders or automatic substitutions will be allowed.
  - C.3.2.6. Contractor shall be responsible for all materials, maintenance and associated costs with providing the ordering system.
- C.3.3. Bag and Drop Items List:
  - C.3.3.1. The Contractor shall make available for offenders to order, all items included in the DOC approved Bag and Drop Items List (see Attachment E). All items shall be non-frozen/non-refrigerated items. No glass or metal containers will be allowed.
  - C.3.3.2. The DOC reserves the right to add, delete, or otherwise modify items on the Master Canteen Store List at any time during the term of the contract. Such changes shall be made in writing by the DOC and will become effective only after adequate notification to the Contractor. Sufficient time will be granted for Contractor to deplete any stock of items to be deleted from the approved Master Canteen Store Items List, which the DOC is the primary customer, with the exception of items that DOC determine to pose a serious security or health threat.
  - C.3.3.3. Contractor may submit a request to the DOC Contractor Monitor in writing to add or delete an item from the approved item list.
- C.3.4. Specifications & Freshness Parameters: The Contractor shall ensure that all food items delivered meet or exceed USDA and industry standards and have a freshness parameter such that sufficient time from date of delivery for the offender to consume the item before quality deteriorates.
- C.3.5. Delivery:
  - C.3.5.1. The Contractor shall maintain an adequate supply of items in a location that ensures deliveries to all CWC's and CCC's will be fulfilled consistently in accordance with an established and DOC approved delivery schedule.
  - C.3.5.2. Scheduled deliveries will be made once a week to each CWC and CCC.
  - C.3.5.3. No weekend deliveries will be required or accepted.
  - C.3.5.4. The Contractor shall be capable of handling alternate delivery days and times in order to accommodate scheduled holidays and force majeure events.
  - C.3.5.5. The Contractor shall be responsible for unloading all items at the time of delivery.
  - C.3.5.6. Deliveries arriving at times outside of the approved delivery schedule may be refused at the CWC or CCC's discretion. Redelivery at an appropriate time will be at the Contractor's expense.
  - C.3.5.7. The Contractor shall ensure that its delivery equipment and its delivery drivers are at all times certified by the U.S. Department of Transportation.
  - C.3.5.8. The Contractor will assume risk of loss until delivery to the designated CWC or CCC. All deliveries shall be F.O.B. Destination.

- C.3.6.** Order Packaging: The Contractor shall deliver the orders in individual clear sealed plastic bags clearly labeled with offender's name and DOC number.
- C.3.7.** Order Receipt: Two copies of a detailed receipt shall be provided for each order. The copy of the receipt shall include the following information:
- C.3.7.1.** Order number or receipt number
  - C.3.7.2.** Location of delivery
  - C.3.7.3.** Date of order
  - C.3.7.4.** Offender name
  - C.3.7.5.** Offender DOC number
  - C.3.7.6.** List of items purchased
  - C.3.7.7.** Itemized costs
  - C.3.7.8.** Total cost
  - C.3.7.9.** A section to document any missing, wrong, or damaged items
- C.3.8.** Order Distribution:
- C.3.8.1.** DOC staff will be responsible for distributing orders to the individual offenders.
  - C.3.8.2.** The offender will be required to sign one copy of the receipt which will be retained by DOC for proof of delivery.
  - C.3.8.3.** The offender will be provided with the 2nd copy of the receipt.
  - C.3.8.4.** The offender must inspect their order prior to opening the sealed bag and signing the receipt for acceptance. Once the offender has accepted the order, they will not be eligible to receive credit for any discrepancy.
  - C.3.8.5.** Contractor shall credit/refund any item discrepancy or damaged item reported by the offender and verified by DOC staff. Contractor may request pictures of the damaged, out of date, or incorrect items and may choose to pick-up/return the items at their own expense.
- C.3.9.** Wrong items, returns and damages:
- C.3.9.1.** In conjunction with the order distribution process described above in Section C.3.7. the Contractor will be responsible for providing a process to facilitate returns, credits/refunds, and/or replacement of items due to damaged items, out of date items, incorrect items, and missing items. The Contractor will be responsible for all costs incurred in dealing with these issues.
  - C.3.9.2.** The Contractor shall issue a credit to the offender within 48 hours for reported and verified damaged items.
  - C.3.9.3.** Items damaged during delivery will remain the property of the Contractor.
  - C.3.9.4.** Damages to items caused by DOC offenders or staff shall be the responsibility of DOC.
- C.3.10.** Percentage Commission: The Contractor shall issue a monthly payment to DOC equal to 15% of gross monthly sales.

#### **C.4. Summer and Winter Package Sales Component**

- C.4.1.** Purpose of the Summer and Winter Package Sales Component:
- C.4.1.1.** The overall purpose of this component is for the Contractor to satisfy DOC's need for services that will provide offenders at all DOC facilities and their friends or families an opportunity, twice per year, to order a special package of common food (non-frozen/non-refrigerated) and non-food items that are not routinely available through canteen stores or bag and drop sales.
  - C.4.1.2.** DOC has operated both a Summer and Winter Package sale for several years. The last Summer package sale generated \$360,000 in sales. Historically multiple vendors were allowed to participate in the package sales and the packages were only made available to those offenders housed in the 17 prisons. With the award of this contract, the Contractor will provide all package sales and packages will be made available to offenders housed in all DOC prisons, CWC's and CCC's.
- C.4.2.** Ordering System:
- C.4.2.1.** The Contractor shall provide an automated ordering system that accepts orders from people outside of the DOC system. The Contractor shall also provide an ordering system that accepts

orders from offenders within DOC facilities. The ordering system shall combine all orders received from all sources into one package for delivery to the designated offender. The total comprehensive amount from all order sources shall not exceed the package limit as identified by DOC.

- C.4.2.2.** The ordering system shall facilitate orders placed by offenders at CWC's and CCC's through a secure portal with limited or no DOC staff assistance/oversight.
- C.4.2.3.** The ordering system shall facilitate orders placed by offenders at prisons with limited or no DOC staff assistance/oversight.
- C.4.2.4.** Offenders may only place orders for delivery to themselves. The ordering system shall restrict offender orders from being sent to other offenders.
- C.4.2.5.** The ordering system shall provide a mechanism for the Contractor to secure payment from the individual placing the order when it is being placed from a person outside of DOC.
- C.4.2.6.** The ordering system shall utilize an interface with DOC's existing Offender Banking System (OBS) (see Section C.9.11) to verify availability of funds in the offenders trust account when an order is being placed by an offender in a DOC facility.
- C.4.2.7.** The ordering system shall accept multiple orders for each offender and limit the comprehensive total of all orders placed from exceeding the per offender limits as established by DOC.
- C.4.2.8.** The ordering system shall provide security features to eliminate or prevent unauthorized use/ordering.
- C.4.2.9.** The ordering system shall track and provide a history of all orders sent to each offender. The Contractor shall provide this information to the DOC Contract Monitor at the conclusion of each Summer and Winter package sale.
- C.4.2.10.** The ordering system shall not allow backorders or automatic substitutions.
- C.4.2.11.** Contractor shall be responsible for all materials, maintenance and associated costs with providing the ordering system.
- C.4.3.** Ordering Period: For each package sale, orders will be accepted for a period of three weeks. The actual beginning and ending date for accepting orders will be agreed to by the Contractor and DOC.
- C.4.4.** Delivery Period: Although delivery time will be coordinated between the Contractor and DOC, it is expected that the summer packages will be delivered in July and the winter packages will be delivered in December.
- C.4.5.** Approved Item List: At least 60 calendar days prior to each package sale, the Contractor will submit to DOC a list of items they would like to offer for the upcoming package sale. The list shall include the item description, packaging size, pricing, and an identification DOC will reply back within 30 calendar days of receipt of the list with a final approved product list to the Contractor. The Contractor will then develop catalogs and ship them without cost to all DOC facilities.
- C.4.6.** Pricing: The Contractor shall ensure that pricing for the items that are available through the package sales are competitively priced with comparable or similar items provided through the other components of this contract.
- C.4.7.** Package Limits:
  - C.4.7.1.** Summer and winter packages shall be limited to one package per offender with a total package limit equal to the weekly draw limit, which is currently \$140.
  - C.4.7.2.** Each offender will only receive one package each time the program is run. If multiple orders are placed for the same offender, the Contractor shall combine those orders into one package as long as that package does not exceed \$140 or other limit identified by DOC.
  - C.4.7.3.** There are certain populations and/or offenders that may not qualify for the \$140 package limit. The DOC Contract Monitor will provide the Contractor with a list of offenders and/or populations within DOC that have either a reduced spending limit or are not eligible to order or receive packages.
- C.4.8.** Delivery:
  - C.4.8.1.** The Contractor shall maintain an adequate supply of items in a location that ensures deliveries to all DOC facilities will be fulfilled consistently in accordance with an agreed upon and DOC approved delivery schedule.

- C.4.8.2. Delivery of the packages may coincide with the routine bulk item delivery or bag and drop delivery at the particular DOC facility if approved by DOC.
- C.4.8.3. No weekend deliveries will be required or accepted.
- C.4.8.4. The Contractor shall be responsible for unloading all items at the time of delivery.
- C.4.8.5. Deliveries arriving at times outside of the approved delivery schedule may be refused at the facilities discretion. Redelivery at an appropriate time will be at the Contractor's expense.
- C.4.8.6. The Contractor shall ensure that its delivery equipment and its delivery drivers are at all times certified by the U.S. Department of Transportation.
- C.4.8.7. The Contractor will assume risk of loss until delivery to the designated facility. All deliveries shall be F.O.B. Destination.
- C.4.9. Order Packaging: The Contractor shall deliver the orders in individual clear sealed plastic bags clearly labeled with offender's name and DOC number.
- C.4.10. Order Receipt: Two copies of a detailed receipt shall be provided for each order. The copy of the receipt shall include the following information:
  - C.4.10.1. Order number or receipt number
  - C.4.10.2. Location of delivery
  - C.4.10.3. Date(s) of order
  - C.4.10.4. Offender name
  - C.4.10.5. Offender DOC number
  - C.4.10.6. List of items purchased
  - C.4.10.7. Itemized costs
  - C.4.10.8. Total cost
  - C.4.10.9. A section to document any missing, wrong, or damaged items
- C.4.11. Order Distribution:
  - C.4.11.1. DOC staff will be responsible for distributing orders to the individual offenders.
  - C.4.11.2. The offender will be required to sign one copy of the receipt which will be retained by DOC for proof of delivery.
  - C.4.11.3. The offender will be provided with the 2nd copy of the receipt.
  - C.4.11.4. The offender must inspect their order prior to opening the sealed bag and signing the receipt for acceptance. Once the offender has accepted the order, they will not be eligible to receive credit for any discrepancy.
  - C.4.11.5. Contractor shall credit/refund any item discrepancy or damaged item reported by the offender and verified by DOC staff. Contractor may request pictures of the damaged, out of date, or incorrect items and may choose to pick-up/return the items at their own expense.
- C.4.12. Wrong items, returns and damages:
  - C.4.12.1. In conjunction with the order distribution process described above in Section C.4.11., the Contractor will be responsible for providing a process to facilitate returns, credits/refunds, and/or replacement of items due to damaged items, out of date items, incorrect items, and missing items. The Contractor will be responsible for all costs incurred in dealing with these issues.
  - C.4.12.2. Items damaged during delivery will remain the property of the Contractor.
  - C.4.12.3. Damages to items caused by DOC offenders or staff shall be the responsibility of DOC.
- C.4.13. Percentage Commission: The Contractor shall issue a payment to DOC equal to 15% of gross total sales for summer and winter packages.

**C.5. Specifications/Requirements Applicable to All Three Components**

- C.5.1. Item Substitutions: The Contractor shall make no substitutions for products on the approved lists, either in quantity or packaging size, without prior written approval of DOC.
- C.5.2. Kosher & Halal Item Identification: The Contractor shall identify items that are kosher and/or halal certified.

- C.5.3. Item Quality:** The Contractor shall provide only first quality merchandise.
- C.5.4. Items Unavailable:** If the Contractor is unable to provide an approved item, DOC reserves the right to purchase the item from another source.
- C.5.5. Item Pricing/Pricing Adjustments:**
- C.5.5.1.** The Contractor shall sell all items according to the agreed upon price and must honor and maintain the agreed upon prices throughout the life of the contract.
- C.5.5.2.** The Contractor shall maintain item prices at or below fair market value throughout the life of the contract. Price increases may be permitted only under the following two (2) circumstances:
- C.5.5.2.1. The Contractor may request price increases for individual items one time per year at least ninety (90) days prior to the annual anniversary date of the contract. The price increase request must be documented and supported by an increase in the Consumer Price Index (CPI) and/or a documented increase in the cost of the item to the Contractor. If the Contractor fails to timely submit a price increase request letter to DOC by the required date, price increases will not be entertained by DOC until the following year's anniversary date.
- C.5.5.2.2. The Contractor may request price increases for individual items at any time during the contract period when the cost of an item to the Contractor increases by ten percent (10%) or more. The price increase must be documented and supported by an increase in the Consumer Price Index (CPI) and/or a documented increase in the cost of the item to the Contractor. The price increase request must be submitted 30 days prior to the requested effective date.
- C.5.5.3.** To request a price increase, the Contractor shall submit a letter to DOC. The request for price increases must include written documentation and justification for the increase. Price increases will become effective upon approval in writing by DOC.
- C.5.5.4.** Any price increase that results in the price of a product exceeding the fair market value will be denied, regardless of the percentage of increase requested.
- C.5.5.5.** DOC shall have the sole discretion to determine what percentage increase, if any, will be allowed. DOC shall have the option of: approving the requested increase; approving an increase, but at a lower percentage than requested; or denying the request entirely for any or all items for which a price increase is requested.
- C.5.5.6.** The Contractor shall also request price decreases under the same circumstances for price increase requests described above in Section C.5.4.2. when there is a decrease in the market and/or their cost in the item. The Contractor shall be responsible for conveying price decreases to DOC using the same process described for price increase requests. Price reductions will become effective upon approval in writing by DOC.
- C.5.6. Delivery Schedule Performance:** The Contractor shall adhere to the approved delivery schedules, and any deviation without prior DOC approval is unacceptable. Failure to maintain approved delivery schedule without notification and approval of a new delivery schedule may result in liquidated damages in accordance with Section C.5.18.3 of this solicitation.
- C.5.7. Fill Rate:** The Contractor shall maintain a minimum 97% fill rate per month across all DOC facilities. Fill rate shall be calculated as follows: number of items delivered successfully on time ÷ by the number of items ordered by DOC X 100 = Percentage Fill Rate. Contractor shall provide the DOC Contract Monitor with a report monthly of the fill rate calculation broken out by facility.
- C.5.8. Addition or Deletion of Facilities:** At any time during the life of the contract, DOC may increase or decrease the number of facilities serviced by the Contractor for any of the three components, with a 30 day advance notice to Contractor.
- C.5.9. New Items:** During the term of the contract, the Contractor shall propose items that are new to the market for consideration and approval by DOC. The Contractor shall provide product samples for proposed new items when requested by DOC at no charge to DOC.
- C.5.10. Account Manager/Customer Service System:** The Contractor shall provide an account manager and customer service system that will be responsible for:
- C.5.10.1.** Communication and meetings, as needed, with DOC representatives to discuss issues or areas of concern related to the contract.
- C.5.10.2.** Resolution of any problems and/or discrepancies with individual orders, item deliveries, delivery schedules, and any other daily contractual issues.
- C.5.10.3.** Handling all offender complaints from prisons, CWC's, and CCC's and maintaining a log of the complaints and resolutions.

- C.5.10.4.** Coordinating with the DOC Contract Monitor regarding any rebate programs from manufacturers.
- C.5.10.5.** Working in conjunction with the DOC Contract Monitor to research and make recommendations for item changes or other opportunities that provide cost savings, offer enhanced efficiencies, and better meet the needs of DOC.
- C.5.11.** On Premises Work: The Contractor shall ensure that any work or services performed on DOC premises will be done during the hours designated by DOC and will, in any event, be performed so as to minimize inconvenience to DOC and its personnel and minimize interference with the operation of DOC.
- C.5.12.** Applicable Taxes: The Contractor shall be responsible for the collection, reporting, and payment of any and all applicable state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.
- C.5.13.** Tax Exemptions: The Contractor shall honor sales tax exemptions for certain disabled veterans (see Section C.5.17.8.)
- C.5.14.** Indemnification/Liability:
- C.5.14.1.** The Contractor covenants and agrees that it will be responsible for any and all damages which result from the acts, omissions and any failure to act of its agents or employees and will hold the DOC and State of Oklahoma harmless from loss due to the acts of its agents and employees.
- C.5.14.2.** In case any action is brought against the state by reason of a claim related to the contract, the Contractor will defend such action to the satisfaction of the State of Oklahoma and the Office of the Attorney General of the State of Oklahoma.
- C.5.14.3.** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, expressed or implied, in the name of or on behalf of DOC, and Contractor agrees not to assume or incur any such liability or obligation without the prior expressed written consent of DOC.
- C.5.15.** Insurance:
- C.5.15.1.** The Contractor shall maintain at all times during the term of this contract, with an insurance carrier reasonably acceptable to DOC and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this section. The Contractor shall furnish DOC with certificate(s) evidencing the existence of all such insurance coverage specified prior to the commencement of any work. Said insurance coverage shall provide that the State of Oklahoma is named as a certificate holder under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to DOC.
- C.5.15.1.1. The Contractor shall be required to maintain Worker's Compensation Insurance as required by the statutes of the State of Oklahoma and adequate (but in no event less than \$100,000) Employer's Liability Insurance.
- C.5.15.1.2. The Contractor shall be required to maintain Public Liability and Property Damage Insurance covering all operation and activities hereunder the following minimum limits:
- C.5.15.1.2.1. Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.
- C.5.15.1.2.2. Property Damage Liability in the amount of not less than \$100,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence. Combined aggregate Liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death and property damage.
- C.5.15.1.2.3. A Comprehensive Business Auto policy with a minimum limit of not less than One Million Dollar (\$1,000,000) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used in any of Contractor's activities pursuant to this contract, with any self-insured retention not exceeding One Hundred Thousand Dollars (\$100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.
- C.5.16.** Security:
- C.5.16.1.** Security of Equipment, Tools, and Supplies: The Contractor shall be responsible for ensuring that all equipment, tools, keys, supplies, and materials comply with any and all rules, regulations, and procedures of the DOC and the individual facilities. All equipment, tools, supplies, and

materials will be subject to search or inventory at any time. All personnel entering a DOC facility may be subject to a search of their person and personal items at any time.

- C.5.16.2. Subject to Search:** All persons, vehicles, packages, equipment, and personal items entering a DOC facility are subject to search at any time. Persons are typically pat searched and required to clear metal detection devices. Searches may be pat searches, searches by metal detectors, or searches by narcotics or cell phone detection canines.
- C.5.16.3. Identification:** All Contractor's employees, agents, or representatives entering a DOC facility must be in possession of a valid identification with a recent, clear photo.
- C.5.16.4. Security Clearance:** The Contractor's employees, agents, and representatives who enter secure DOC facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons or present any other security threat. Background check requests shall be made a minimum of two weeks prior to arriving at a facility. DOC reserves the right to require that a Contractor employee, agent, or representative, be removed from the contract or reassigned whether or not the individual has passed the background check if it is determined by facility that there is a security concern.
- C.5.16.5. Driver's Background Check:** Upon award of the contract and at any time during the contract that there is a change, the Contractor shall submit to the DOC Contract Monitor, the full name, date of birth, and complete Driver License information, for each delivery driver for a background check to be completed by DOC. Background check requests shall be made a minimum of two weeks prior to arriving at a facility. Any driver that has not had a background check completed or fails the background check will not be allowed on DOC property. Substitute drivers are not authorized unless they have cleared through the same process.
- C.5.16.6. Vehicle Security:** Drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended. Trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.
- C.5.16.7. Movement and Offender Contact:** Contractor's employees, agents, and representatives are limited to movement to, from, and within areas authorized by DOC. No contact is allowed with inmates unless expressly approved by DOC. Contractor's employees, agents, and representatives shall report any unauthorized contact to DOC facility security staff before leaving the facility.
- C.5.16.8. Denial of Entrance or Removal from Facility:** DOC reserves the right to deny entrance to or remove from a facility anyone who is suspected of a breach of security or for failure to follow rules, regulations, or procedures.
- C.5.16.9. Contraband:** Contractor's employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by a facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and will be reported to local law enforcement.
- C.5.16.10. Unauthorized Activity:** Any attempts to introduce contraband, to assist in escape, to engage in any form of sexual activity or other unauthorized activity with offenders is prohibited and may be subject to criminal prosecution. Contractor's employees, agents, or representatives are prohibited from bringing into or removing from the facility any items unless specifically approved.
- C.5.16.11. Tobacco Prohibition:** The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of DOC, including parking lots owned or under the control of DOC.
- C.5.16.12. Security of Warehouse Operations:** The Contractor shall ensure that the security of their warehouse operation is such that the introduction of contraband during the packaging and delivery process is prevented.
- C.5.17. Description of Current System and Technology Requirements:**
- C.5.17.1.** DOC uses an integrated system to manage offender trust fund accounts and canteen operations called the Offender Banking System (OBS). The OBS tracks offender account balances and system transactional data for offenders and manages separate UPC codes for items sold through the department's 17 facility canteens. Detailed OBS transactional data is reported daily to the State of Oklahoma's statewide financial system through an electronic interface and reporting process.
- C.5.17.2.** DOC acquired and modified the OBS through a developmental contract with a private vendor, Centric Group (CG)/Advanced Technologies Group (ATG). The vendor's licensing agreement provides that ATG "retains sole and exclusive ownership of all right, title and interest in and to

the SOFTWARE, all copies thereof, all modifications and enhancements thereto (including ownership of all copyrights, and other intellectual property rights pertaining thereto) subject only to the right and license granted.” The permissions granted to the DOC by contract provides for a perpetual license that grants the “Oklahoma Department of Corrections the use of the SOFTWARE to manage trust accounts, restitution and canteen operations of all offenders residing at facilities managed and operated by the Oklahoma Department of Corrections. There is no limit on the number of machines or users that can access this SOFTWARE. Oklahoma Department of Corrections may not use this software to process accounts or administer records for benefits of, or for purposes of rendering services to, any other business or agency. This license cannot be transferred, leased, assigned or subleased.

- C.5.17.3.** DOC utilizes the OBS as the system of record for all offender financial information. OBS consist of two (2) accounting modules: trust accounting and canteen.
- C.5.17.4.** OBS updates its' offender data nightly from the DOC Offender Management System (OMS). Because monetary transactional data related to all OBS accounts, including deposits, withdrawals, disbursements, canteen inventory management and point of sales information must be reported to the state treasure using one common account, these two separate accounting modules process and exchange financial data in both real time and through the utilization of nightly transactional updates. All daily transactional reporting of OBS financial transactions to the state is done through the trust accounting module.
- C.5.17.5.** Within the trust accounting module there is a central transactional account that facilitates transactional information between the trust accounting and canteen modules to include the payment of vendor payables, facilitation of canteen module hobby craft sales and canteen. The canteen and trust accounting modules exchange offender specific account information in real time with all receipts, disbursements, receivables, and payables processed through the trust accounting module.
- C.5.17.6.** The canteen module manages canteen inventory and point of sales activity. Canteen inventory is acquired using a purchase order and receiving process.
- C.5.17.7.** The collection of state, county and city sales taxes are computed and assessed by the canteen module on all canteen sales transactions to include offender hobby craft sales which are not considered inventory items but are subject to the collection of state sales tax. The canteen module has adjustable parameters that facilitate the appropriate identification and collection of the various county and city tax rates. The canteen module also supports the identification of taxable and non-taxable inventory items since some items (specifically stamps) are not subject to state sales tax collection. The Contractor shall report, collect, and pay sales taxes for the items that they sell directly to the offender or others to include the bag and drop operation and summer/winter packages sales, as applicable.
- C.5.17.8.** The state of Oklahoma has a sales tax exemption for certain disabled veterans. Incarcerated offenders are eligible to apply for and be granted this exemption. When a sales tax exemption is granted by the Oklahoma Tax Commission (OTC), the OBS trust accounting module will classify that the offender as sales tax exempt. Real time integration between the trust accounting and canteen modules at point of sale ensures sales taxes are not charged to offenders that have an OTC sales tax exemption. The Contractor's ordering system for bag and drop services for the CWC's and CCC's and the package sales shall provide similar systems to ensure that sales taxes are not charged to offenders that have this exemption.
- C.5.17.9.** The canteen item inventory management process in the canteen module also facilitates the tracking of halah and kosher food items. Restrictions of an offender from making canteen purchases are recorded in the trust accounting module as an account freeze. This restriction, when implemented, is communicated in real time to the canteen module. The offender may also receive a canteen restriction that only allows the offender to purchase hygiene and writing items only. The Contractor's ordering system for bag and drop services for the CWC's and CCC's and the package sales shall provide similar systems to ensure orders are limited by any imposed restrictions.
- C.5.17.10.** The DOC utilizes a privilege level based systems' of incarceration and allowable offender property matrix. The canteen module designates whether an item can be sold to a specific offender based upon privilege level as defined by OMS and with real time integration between the OBS trust accounting and canteen modules. The canteen module also defines total weekly offender canteen spending limits. As an offender makes a canteen purchase in the canteen module, the system matches the offenders' current available account balance with his/her weekly spending limits to ensure that the offender does not exceed available account resources and spending limits. It is important to note that this matching must be real time since an offenders' trust account balance can be concurrently increased or reduced by both canteen and trust account transactions. When offender account limits are reached through transactions by either

module, the canteen module will prevent additional sales from occurring. The Contractor's ordering system for bag and drop services for the CWCs and CCCs and the package sales shall provide similar systems to ensure that the offender has enough funds in their account.

**C.5.17.11.** The Contractor shall be required to provide an automated interface between the Contractor's canteen system and DOC automated information system/Offender Banking System (OBS). The Contractor shall implement one of the following or a combination thereof to gain access to the OBS trust account controlling data:

C.5.17.11.1. obtain a separate licensing agreement with the DOC current vendor, Advanced Technologies Group (ATG), in order to access offender trust account data, and/or

C.5.17.11.2. provide an interface to access the OBS trust account controlling data in as "real time" as possible. Offender controlling data found in the existing trust account module includes offender fund balance, authorized spending level, indigent status and other disciplinary and/or financial restrictions or incentives that control how much or what items an offender may purchase from the canteen.

**C.5.17.12.** Any modification and associated cost to the existing OBS system or software resulting from a contract awarded pursuant to this solicitation shall be borne by the Contractor and must be operational to the satisfaction of the DOC prior to commencement of services.

**C.5.17.13.** Any hardware utilized by the Contractor must operate in a standard office environment. No special environmental controls/systems will be provided. The Contractor shall provide a list of power requirements for the hardware at each location.

**C.5.17.14.** Hardware and Software Security Protocols and connectivity requirements/limitations: Data will not be sent in clear text and will be dedicated to its own network. It should have data encryption at rest. Offender access to the equipment is limited to the user interface. Security software, Operating System and firmware will be updated to ensure security of the Kiosk in a timely manner.

**C.5.18.** Performance Measures and Liquidated Damages:

**C.5.18.1.** Performance Standards: The Contractor will be held accountable for the achievement of certain performance measures in successfully delivering services under this contract. The following performance standards have been deemed most crucial to the success of the overall desired service delivery and shall be used to measure the Contractor's performance and delivery of services. The Contractor shall ensure that the stated performance standard outcomes are met. When such standard outcomes are not met, liquidated damages may be assessed by DOC.

**C.5.18.2.** Assessing Damages: DOC's Contract Monitor will provide written notice to the Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor may issue a credit in the amount of damages due on the next invoice of the effected component, or the Contractor may forward a company check to the Contract Monitor, payable to the Oklahoma Department of Corrections in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages.

**C.5.18.3.**

PERFORMANCE MEASURE	MONITORING METHODOLOGY	LIQUIDATED DAMAGES
On-time Deliveries	All deliveries will be made in a manner not to interfere with normal facility operations. After the delivery scheduled has been established it will be expected of the Contractor to be on time each and every delivery. Deliveries shall be measured upon acceptance of the delivery on the day it is delivered to the facility.	If the Contractor fails to deliver in accordance with the delivery schedule, DOC will impose liquidated damages of one hundred dollars (\$100.00) for one (1) day delivery is late; two hundred fifty dollars (\$250.00) for two (2) days delivery is late; and, five hundred dollars (\$500.00) for three (3) days delivery is late for each instance the exceeds the performance standard.
Fill Rate	All orders are expected to be filled with a minimum of a 97% fill rate per month across all DOC facilities. Fill rate shall be calculated as	If the Contractor fails to deliver at least 97% of items that are ordered, DOC will impose liquidated damages of two hundred fifty dollars

	follows: number of items delivered successfully on time ÷ by the number of items ordered by DOC X 100 = Percentage Fill Rate. Contractor shall provide the DOC Contract Monitor with a report monthly of the fill rate calculation broken out by prison. This will be measured on a monthly basis by facility.	(\$250.00) for 96.99% - 95% fill-rate; five hundred dollars (\$500.00) for 94.99% - 90% fill rate; seven hundred fifty dollars (\$750.00) for below 90% fill rate. The damages are per facility per month.
<b>Product List Compliance</b>	All items received are expected to comply with the approved lists. Compliance shall be measured by reviewing items at time of delivery to each facility on a monthly basis.	If a product substitute is shipped, DOC may impose liquidated damages of one hundred fifty dollars (\$150.00) per item for bulk canteen store orders and (\$25.00) per bag and drop
<b>Pricing Compliance</b>	All invoiced items listed on the monthly invoice, or the offender or others receipt are expected to match the pricing on the approved items list(s). Compliance shall be measured by reviewing he invoice detail and comparing it to the approved master pricing list(s)	If the Contractor invoices/charges the facility, the offender, or others a price that exceeds the approved pricing list(s), DOC will imposed liquidated damages of \$250.00 per instance.

## D. EVALUATION

### D.1. Best Value Criteria

D.1.1. Each proposal received shall be reviewed to determine responsiveness to all minimum mandatory requirements as set forth in the solicitation. Failure to meet mandatory requirements may result in a proposal being deemed non-responsive. An evaluation team shall conduct a best value evaluation on proposals deemed to be responsive to the mandatory requirements.

### D.2. Responsiveness

D.2.1. Each proposal received in response to this solicitation shall be reviewed to determine responsiveness to all minimum mandatory requirements as set forth in the solicitation. Failure to meet mandatory requirements may result in a proposal being deemed non-responsive.

### D.3. Reservations

D.3.1. DOC reserves the following rights: (1) to not award any contract; (2) to not award or activate a component; (3) to reject all proposals; (4) to reject individual proposals for failure to meet any requirement; and (5) to waive minor defects.

### D.4. Clarifications

D.4.1. DOC may seek clarification of the proposal from a supplier at any time, and failure of the supplier to respond is cause for rejections. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on supplier no right of selection or to a subsequent contract. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of DOC and made to favor the state.

### D.5. Evaluation and Award

D.5.1. Responsiveness: Proposals deemed to be responsive will be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85. Once the evaluation is complete, the recommendation shall be forwarded to the Department of Central Services, Central Purchasing Division for final approval and award of contract.

D.5.2. Selection Criteria: Selection Criteria that will be evaluated include, but are not limited to the following categories:

- D.5.2.1. Supplier Capability, Qualifications, & Past Performance
- D.5.2.2. Price/Cost
- D.5.2.3. Plan of Operation
- D.5.2.4. Items Offered
- D.5.2.5. Value Added Options
- D.5.3. Oral Presentation/Site Visit
  - D.5.3.1. DOC will decide whether to award to the highest scoring proposal or to determine a "shortlist" of suppliers. DOC may, at its sole option, require one or more suppliers to provide oral presentation(s) and/or facilitate a site visit to observe supplier's system/services in current operation. This provides an opportunity for the DOC to ask questions and suppliers to clarify or elaborate on their proposals and systems. This is a fact finding and explanation session only and does not include negotiation. The DOC will schedule the time and location of these presentations and/or site visits, if required.

## E. INSTRUCTIONS TO SUPPLIER

### E.1. Introduction

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

#### E.1.1. MANDATORY AND NON-MANDATORY TERMS

- E.1.1.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.
- E.1.1.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

### E.2. Proposal Format

- E.2.1. Suppliers interested in providing the items & services as required by this solicitation, shall submit a proposal as defined by Sections E.3. and H.1. below.
- E.2.2. Supplier is to submit one original and seven (7) complete copies of their proposal, as well as, one disc which includes the complete proposal, including the scanned images of the required OMES signed forms. CD must be an unprotected document. CD is to be marked with the company name, solicitation number, and the solicitation closing date. Faxed or emailed responses will not be accepted. This requirement supersedes the requirement listed in A.2.4.
- E.2.3. Supplier is to submit their proposals to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.2.4. Highly elaborate proposals that contain extensive creative recommendations beyond what is sufficient to present a complete and effective proposal are not required.
- E.2.5. Information provided will not be returned. Do not send original or one-of- kind materials.
- E.2.6. Please ensure that your Discs are marked clearly with the RFP Number.
- E.2.7. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4

### E.3. Proposal Requirements

- E.3.1. Plan of Operation: Supplier shall provide a separate plan of operation for each of the individual components identified in Sections C.1.1.1., C.1.1.2., and C.1.1.3. Each plan of operation shall provide a clear picture of how the supplier will achieve the requirements and objectives as defined in Section C. Solicitation Specifications. DOC does understand that some of the information provided will be the same/repeated across the different components. Each plan of operations shall include:
  - E.3.1.1. specific details and a timeline for transition and implementation of services,

- E.3.1.2.** specific details of the overall logistics of how the supplier will successfully deliver the items and services required,
  - E.3.1.3.** specific details of supplier's plan to provide quality and sufficient personnel/staffing for the transition, implementation, and ongoing delivery of services required by this solicitation,
  - E.3.1.4.** specific details of the ordering process and system, including a description of the software or applications, as well as, timeframes, deadlines, and lead times required to meet delivery requirements,
  - E.3.1.5.** specific details of an automated interface with the DOC's OBS system will be established and maintained.
  - E.3.1.6.** specific details of the supplier's customer service approach and methods for dealing with problems and complaints both at the individual order/offender level, as well as, the contract/DOC level,
  - E.3.1.7.** specific details of the supplier's security measures, procedures, and practices related to warehouse operations, delivery, the filling of orders, packaging, and screening procedures for hiring of staff,
  - E.3.1.8.** specific details of the supplier's intent and approach to providing quality items at fair market value or lower, as well as, limiting price increases,
  - E.3.1.9.** specific details of how the supplier will accomplish backup and recovery operations for the ordering system and OBS interface,
  - E.3.1.10.** specific details of an inclement weather and other unforeseen events contingency plan,
  - E.3.1.11.** specific details and detailed description of the architecture of the proposed system. The description shall identify all hardware, network connections (local area, wide area, internet, etc.) and interactions between the various systems; and,
  - E.3.1.12.** specific details of how the supplier evaluates the effectiveness of its services.
- E.3.2.** Items Offered
- E.3.2.1.** Supplier shall propose items to be provided for the Canteen Stores Inventory Items component and the Bag and Drop component by completing Attachment D. Canteen Stores Inventory Items Pricing and Attachment E. Bag and Drop Pricing.
- E.3.3.** Capability, Qualifications, and Past Performance:
- E.3.3.1.** Supplier shall provide background information about the supplier's organization to demonstrate capability and qualifications to deliver the services required, including but not limited to: years in business, years of experience in providing this type of service, the size of the organization, number of employees, annual volume of business, and details of any past and present litigation involving the supplier.
  - E.3.3.2.** Supplier shall provide a narrative description of their experience in providing canteen services similar to those described herein.
  - E.3.3.3.** Supplier shall provide a minimum of three (3) references from current clients. Preference will be given to references comparable in size and scope to the requirements of this solicitation, and to government contracts references. For each reference include the type and number of population being serviced.
  - E.3.3.4.** Supplier shall provide a list of all clients lost within the last three (3) years, including a contact name, title, telephone number, and email address, if available. In addition, state the length of service for the account and reason for loss.
  - E.3.3.5.** Supplier shall provide names, qualifications, and experience of personnel to be assigned to the DOC account to support the services required.
  - E.3.3.6.** Supplier shall indicate specific features that distinguish them from other suppliers in the correctional and canteen field.
- E.3.4.** Value Added Options:
- E.3.4.1.** It is the intent of DOC to enter into a contract with the Contractor to provide bulk canteen items, bag and drop items and services, and summer and winter package sales. It is also the intent that as an added value the Contractor will offer, at no cost to DOC and no increase in item pricing, one or more technology and/or operational solutions that support DOC operations.
  - E.3.4.2.** Supplier shall propose one or more value added solutions. The purpose of this section to provide suppliers with an opportunity to identify any value added options or ideas that may

benefit DOC or the state. These options or ideas may also be referred to as additional or optional services. Each supplier should consider the question: "What value do I bring that differentiates me from my competitors." Marketing material is considered to be of no value by the State in this process and will only have a negative impact on a supplier's score. All value added options must be related to a cost, time, or service benefit, and be to the satisfaction of the State. Suppliers must identify that the proposed value added options are at no cost or increase in item pricing. Prior to award, the State will determine if the value added items will be accepted or rejected. The State reserves the right to request additional information on any value added options.

**E.3.5. Pre-Proposal Technology Meeting**

**E.3.5.1.** As part of the proposal process, and prior to submitting a proposal, interested suppliers shall be required to participate in a mandatory pre-bid technology discussion to outline the options for interfacing with DOC's OBS system.

**E.3.5.2.** The mandatory Pre-Proposal Technology Meeting will be a conference call or web-based conference that will be held on Wednesday, August 19, 2015. Suppliers that plan on attending need to contact Jacob Charries at [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@omes.ok.gov) to RSVP and detailed information will be provided closer to the date.

**E.4. Price**

**E.4.1.** See Section H. of this solicitation for instructions on providing pricing information.

**E.5. Questions**

**E.5.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than 3:00pm CST Tuesday, August 25, 2015. Questions are to be emailed to [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@omes.ok.gov). Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

**F. CHECKLIST**

None

**G. OTHER**

None

**H. PRICE AND COST**

**H.1. Price/Cost Proposal**

**H.1.1.** Supplier shall propose pricing/cost for the items required in this solicitation by completion of the following Attachments:

**H.1.1.1.** Canteen Stores Inventory Items Pricing - complete and return Attachment D.

**H.1.1.2.** Bag and Drop Pricing – complete and return Attachment E.

**H.1.1.3.** Summer and Winter Package Sales Pricing – N/A

**H.1.2.** All pricing proposed by supplier for items required in this solicitation shall be below or at Fair Market Value as defined in section B.4.10. of this solicitation.

**OKLAHOMA DEPARTMENT OF CORRECTIONS  
COMMUNITY WORK CENTERS**

WORK CENTERS	ESTIMATED POPULATION AS OF 6/1/15	WORK CENTERS	ESTIMATED POPULATION AS OF 6/1/15
ALTUS COMMUNITY WORK CENTER 308 W BROADWAY ALTUS, OK 73521-3806	107	HOLLIS COMMUNITY WORK CENTER 105 W JONES HOLLIS, OK 73550	50
ARDMORE COMMUNITY WORK CENTER 615 GRUMAN DR, ARDMORE AIR PARK BUILDING 315 ARDMORE, OK 73401	100	IDABEL WORK CENTER 2001 INDUSTRIAL PARKWAY, SUITE B IDABEL, OK 74745-4000	101
BEAVER COMMUNITY WORK CENTER 215 ½ AVENUE "E" BEAVER, OK 73932	45	MADILL COMMUNITY WORK CENTER 210 S 11 <sup>TH</sup> STREET MADILL, OK 73446	98
CARTER COUNTY COMMUNITY WORK CENTER 5268 SANTA FE ROAD WILSON, OK 73463	97	MANGUM COMMUNITY WORK CENTER 215 EAST LINCOLN STREET MANGUM, OK 73554	90
EARL DAVIS COMMUNITY WORK CENTER 3297 N 369 ROAD HOLDENVILLE, OK 74848-9435	83	SAYRE COMMUNITY WORK CENTER 1107 N BROADWAY SAYRE, OK 73662	65
ELK CITY COMMUNITY WORK CENTER 1309 AIRPORT INDUSTRIAL ROAD ELK CITY, OK 73644-1924	88	WALTERS COMMUNITY WORK CENTER ROUTE 3, BOX 9 WALTERS, OK 73572	84
FREDERICK COMMUNITY WORK CENTER 18205 COUNTY RD, NS #215 FREDERICK, OK 73542-9614	112	WAURIKA COMMUNITY WORK CENTER 109 W. ANDERSON WAURIKA, OK 73573	55
HOBART COMMUNITY WORK CENTER 311 S WASHINGTON STREET HOBART, OK 73651	83		

**OKLAHOMA DEPARTMENT OF CORRECTIONS  
COMMUNITY CORRECTIONS CENTERS**

COMMUNITY CORRECTIONS CENTER	ESTIMATED POPULATION AS OF 6/1/15	COMMUNITY CORRECTIONS CENTER	ESTIMATED POPULATION AS OF 6/1/15
CLARA WATERS COMMUNITY CORRECTIONS CENTER 9901 N I-35 SERVICE ROAD OKLAHOMA CITY, OK 73131-5228	302	LAWTON COMMUNITY CORRECTIONS CENTER 605 SW COOMBS ROAD LAWTON, OK 73501-8294	150
KATE BARNARD COMMUNITY CORRECTIONS CENTER 3300 MARTIN LUTHER KING AVENUE OKLAHOMA CITY, OK 73111	260	OKLAHOMA CITY COMMUNITY CORRECTIONS CENTER 315 W I-44 SERVICE RD OKLAHOMA CITY, OK 73118	223
ENID COMMUNITY CORRECTIONS CENTER 2020 E. MAINE AVENUE ENID, OK 73701-6445	95	UNION CITY COMMUNITY CORRECTIONS CENTER 700 N SH 81 UNION CITY, OK 73090	224

Attachment A



**OKLAHOMA DEPARTMENT OF CORRECTIONS  
PRISON'S**

FACILITY	ESTIMATED POPULATION As of 6/1/15	FACILITY	ESTIMATED POPULATION As of 6/1/15
CHARLES E "BILL" JOHNSON CORR. CENTER 1856 E. FLYNN STREET ALVA, OK 73717-3004	768	JOSEPH HARP CORRECTIONAL CENTER 16161 MOFFAT RD LEXINGTON, OK 73051-0548	1,490
DICK CONNER CORRECTIONAL CENTER 129 CONNER ROAD HOMINY, OK 74035	1,297	LEXINGTON ASSESSMENT & RECEPTION CENTER 15501 HIGHWAY 39 EAST LEXINGTON, OK 73051	939
EDDIE WARRIOR CORRECTIONAL CENTER 400 N OAK TAFT, OK 74463	949	MABEL BASSETT CORRECTIONAL CENTER 29501 KICKAPOO ROAD MCLOUD, OK 74851	1,192
HOWARD MCLEOD CORRECTIONAL CENTER 1970 E. WHIPPORWILL LANE ATOKA, OK 74525-8415	689	MACK H. ALFORD CORRECTIONAL CENTER 1151 N HIGHWAY 69 STRINGTOWN, OK 74569	923
JACKIE BRANNON CORRECTIONAL CENTER 501 N. WEST STREET WEST STREET & GRIDER ROAD MCALESTER, OK 74502	734	NORTHEAST OKLAHOMA CORRECTIONAL CENTER 442586 E. 250 ROAD VINITA, OK 74301-5550	524
JAMES CRABTREE CORRECTIONAL CENTER 216 N. MURRAY STREET HELENA, OK 73741-1017	1,311	OKLAHOMA STATE PENITENTIARY 1299 STONEWALL & WEST STREET MCALESTER, OK 74502-0097  NOTE: DELIVERIES MADE AT EAST GATE	761
JESS DUNN CORRECTIONAL CENTER 601 SOUTH 124 <sup>TH</sup> STREET WEST TAFT, OK 74463	1,126	OKLAHOMA STATE REFORMATORY 1700 E. FIRST STREET GRANITE, OK 73547	1,149
JIM E HAMILTON CORRECTIONAL CENTER 53468 MINERAL SPRINGS ROAD HODGEN, OK 74939	728	WILLIAM S. KEY CORRECTIONAL CENTER 1 MILE EAST, HIGHWAY 270 SOUTH FORT SUPPLY, OK 73841	1,079
JOHN H. LILLEY CORRECTIONAL CENTER 105150 NORTH 3670 ROAD BOLEY, OK 74829	837		























Attachment D  
Master Canteen Items List

Attachment D Master Canteen Items List						Vendor's Bid on Master Canteen Items List						
Brand Specific	Department	Category	Sub-Category	Item Description	Size required	Number Sold in CY 2014	Vendor Name:					
							Description of Product Offered	Size	Cost per item	Number per case	Kosher	Halal
	Medical	Skin Care		Lamisil AT Antifungal Cream or equal	2 oz. or less	892						
	Medical	Skin Care		Lotrim Cream or equal	2 oz. or less	1						
	Medical	Skin Care		Monistat 7 Vaginal Cream or equal	2 oz. or less	5						
	Medical	Skin Care		Neosporin Ointment or equal	2 oz. or less	761						
	Medical	Skin Care		Preparation H Ointment or equal	3 oz. or less	124						
	Medical	Skin Care		Preparation H Suppositories or less	12 or less	42						
	Medical	Skin Care		Selsun Dandruff Shampoo or equal	12 - 16 oz.	459						
	Medical	Skin Care		Sunscreen SPF-30	3 -10 oz.	141						
	Medical	Skin Care		Tinactin Cream or equal	2 oz. or less	1						
	Medical	Skin Care		Tinactin Powder or equal	2 oz. or less	826						
	Medical	Skin Care		Petroleum Jelly	3 - 6 oz.	4,282						
	Medical	Supplies		ANKLE BRACE, cloth only, sizes small through XL or one size fits most		1						
	Medical	Supplies		ELBOW BRACE, cloth only, sizes small through XL or one size fits most		1						
	Medical	Supplies		KNEE SUPPORT, cloth only, sizes small through XL or one size fits most		5						
	Medical	Supplies		Hydrogen Peroxide	10 - 18 oz.	378						
	Medical	Vitamins		Citracal+D Caplet or equal	60 caplets or less	63						
	Medical	Vitamins		One-A-Day Essential Vitamins or equal	40 - 100 each	3,960						
	Medical	Vitamins		One-A-Day w/Iron Vitamins or equal	40 - 100 each	1,871						
	Medical	Vitamins		OTC Fish Oil Capsules	40 - 100 each	1,284						
	Medical	Vitamins		Oyst-Cal or equal, 500mg Tab	40 - 100 each	115						
	Medical	Vitamins		Vitamin C Tabs, 500 mg	40 - 100 each	1,795						
	Personal Hygiene	Bath Tissue		Toilet Paper, 2-ply, single roll		47,183						
	Personal Hygiene	Bath Tissue		Toilet Paper, 2-ply, 4 pack		8,837						
	Personal Hygiene	Dental	Denture	Denture cleaning tablets	2 - 42 tablets	3,339						
	Personal Hygiene	Dental	Denture	Denture Adhesive Cream	1 - 2 oz.	1,297						
	Personal Hygiene	Dental	Denture	Denture Cleansing Paste	2 - 6 oz.	204						
	Personal Hygiene	Dental	Denture	Denture cup, plastic		118						
	Personal Hygiene	Dental	Mouthwash	Mouthwash, mint, alcohol free	8 - 16 oz.	5,481						
	Personal Hygiene	Dental	Paste	Toothpaste, regular, tube (Close Up not allowed)	4 - 8 oz.	22,345						
	Personal Hygiene	Dental	Paste	Toothpaste, regular, tube (different brand than above)(Close Up not allowed)	4 - 8 oz.	2,002						
	Personal Hygiene	Dental	Paste	Toothpaste, whitening, tube (Close Up not allowed)	4 - 8 oz.	38,734						
	Personal Hygiene	Dental	Paste	Toothpaste, sensitive, tube (Close Up not allowed)	4 - 8 oz.	1,676						
	Personal Hygiene	Dental	Toothbrush	Toothbrush, standard, soft		27,469						
	Personal Hygiene	Denture	Toothbrush	Toothbrush, thumbprint, soft		1,928						
	Personal Hygiene	Denture	Toothbrush	Dental Floss Picks	10 - 50 each	7,783						
	Personal Hygiene	Denture	Toothbrush	Toothbrush holder, clear/translucent		5,976						
	Personal Hygiene	Deodorant		Deodorant, men's, stick (Speed Stick, Degree, Right Guard, Old Spice, or Gillette)	1 - 4 oz.	29,111						
	Personal Hygiene	Deodorant		Deodorant & Anti-Perspirant, men's, stick (Speed Stick, Degree, Right Guard, Old Spice, or Gillette)	1 - 4 oz.	28,164						
	Personal Hygiene	Deodorant		Deodorant, men's, gel (Speed Stick, Degree, Right Guard, Old Spice, or Gillette)	1 - 4 oz.	6,122						
	Personal Hygiene	Deodorant		Deodorant, women's, stick (Lady Speed Stick, Degree, Suave, or Secret)	1 - 4 oz.	4,000						
	Personal Hygiene	Deodorant		Deodorant, women's, Stick (Lady Speed Stick, Degree, Suave, or Secret)(same description, different item as above)	1 - 4 oz.	4,000						
	Personal Hygiene	Deodorant		Deodorant & Anti-Perspirant, women's, stick (Lady Speed Stick, Degree, Suave, or Secret)	1 - 4 oz.	4,491						
	Personal Hygiene	Feminine Products		Tampons, regular	10 - 40 each	1,223						
	Personal Hygiene	Feminine Products		Tampons, super	10 - 40 each	897						
	Personal Hygiene	Feminine Products		Tampons, super plus	10 - 40 each	250						
	Personal Hygiene	Feminine Products		Maxi-pads, 4 wall	10 - 40 each	312						
	Personal Hygiene	Feminine Products		Panty Liners	10 - 50 each	1,028						



Attachment E						Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Vendor Name:					
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required	Sales Estimate Note 1	Description of Product Offered	Size	Cost per item	Kosher	Halal
Yes	Beverage	Carbonated		Pepsi or Coca Cola, plastic bottle	12 oz.	351,797					
Yes	Beverage	Accessories		Mountain Dew, Sprite, 7-Up, or Sierra Mist, plastic bottle	12 oz.	142,756					
Yes	Beverage	Carbonated		Diet: Dr. Pepper, Pepsi, or Coca Cola, plastic bottle	12 oz.	33,467					
Yes	Beverage	Carbonated		Dr. Pepper or Mr. Pibb, plastic bottle	12 oz.	254,126					
	Beverage	Carbonated		Orange, plastic bottle	12 oz.	47,305					
	Beverage	Carbonated		Root beer, plastic bottle	12 oz.	29,650					
	Beverage	Non-carbonated	Coffee	100% Colombian Coffee, instant, resealable bag	2.5-4.5 oz.	97,010					
	Beverage	Non-carbonated	Coffee	Traditional Roast Coffee, instant, resealable bag	2.5-4.5 oz.	23,814					
	Beverage	Non-carbonated	Coffee	Coffee, Folgers Classic Roast, instant	8 oz.	35,627					
	Beverage	Non-carbonated	Coffee	Cappuccino, French Vanilla, either in single serving packets or resealable plastic bag	Under 16 oz.	22,826					
	Beverage	Non-carbonated	Creamer	Creamer, coffee, powdered, shelf stable, regular	4-8 oz.	43,715					
	Beverage	Non-carbonated	Creamer	Creamer, coffee, powdered, shelf stable, French vanilla	4-8 oz.	4,313					
Yes	Beverage	Non-carbonated	Drink Mix	Hawaiian Punch, Fruit Juicy Red, Drink Mix, Sugar Free, box of 8 individual serving packets	8 servings	558,234	Hawaiian Punch, Fruit Juicy Red, Drink Mix, Sugar Free, box of 8 individual serving packets	8 servings			
Yes	Beverage	Non-carbonated	Drink Mix	Hawaiian Punch, Berry Blue Typhoon, Drink Mix, Sugar Free, box of 8 individual serving packets	8 servings	56,902	Hawaiian Punch, Berry Blue Typhoon, Drink Mix, Sugar Free, box of 8 individual serving packets	8 servings			
Yes	Beverage	Non-carbonated	Drink Mix	Hawaiian Punch, Lemon Berry Squeeze, Drink Mix, Sugar Free, box of individual packets	8 servings	69,459	Hawaiian Punch, Lemon Berry Squeeze, Drink Mix, Sugar Free, box of individual packets	8 servings			
Yes	Beverage	Non-carbonated	Drink Mix	Hawaiian Punch, Green Berry Rush, Drink Mix, Sugar Free, box of individual packets	8 servings	44,812	Hawaiian Punch, Green Berry Rush, Drink Mix, Sugar Free, box of individual packets	8 servings			
	Beverage	Non-carbonated	Hot Cocoa	HOT COCOA, no marshmallows, individual packets, either packaged to sell individually or several in a package		19,123					
	Beverage	Non-carbonated	Hot Cocoa	Hot Cocoa, with marshmallows, individual packets, either packaged to sell individually or several in a package		996					
	Beverage	Non-carbonated	Juice	Cranberry Juice, no refrigeration required	12 oz. or less	7,043					
	Beverage	Non-carbonated	Juice	Orange Juice, no refrigeration required	12 oz. or less	6,728					
	Beverage	Non-carbonated	Milk	Powdered Milk, resealable container	12 oz. or less	4,210					
	Beverage	Non-carbonated	Sport Drink	Sports drink to be suggested by vendor	12 oz. or less	2,275					
	Beverage	Non-carbonated	Sport Drink	Sports drink to be suggested by vendor	12 oz. or less	2,275					
	Beverage	Non-carbonated	Tea	Tea, brewing, Orange Pekoe and/or Black Pekoe, in tea bags		3,983					
	Beverage	Non-carbonated	Tea	Tea, instant, drink mix, either resealable bag or packaged with individual servings		2,272					
	Beverage	Non-carbonated	Water	Water, plastic bottle (sized to match drink mixes)	16.9 oz.	28,154					
	Clothing	Accessories	Coat	Work Coat, Blue Denim, lined	S-XL	75					
	Clothing	Accessories	Coat	Work Coat, Blue Denim, lined	2XL	29					
	Clothing	Accessories	Coat	Work Coat, Blue Denim, lined	3XL	14					
	Clothing	Accessories	Coat	Work Coat, Blue Denim, lined	4XL	10					
	Clothing	Accessories	Coat	Work Coat, Blue Denim, lined	5XL	1					
	Clothing	Accessories	Coat	Work Coat, Blue Denim, lined	6XL	1					
	Clothing	Accessories	Hat	Baseball Cap, Gray, adjustable/one size fits all		3,181					
	Clothing	Accessories	Knit Cap	Stocking Cap, knitted, gray		3,722					
	Clothing	Accessories	Laces	Shoe laces, 54", flat white, for athletic shoes	54"	354					
	Clothing	Accessories	Laces	Shoe Laces, 72", black or brown (will match the color of work boots sold below)	72"	152					
	Clothing	Accessories	Poncho	Rain Poncho, Clear, hooded, one size fits most		227					
	Clothing	Accessories		Handkerchief, single		926					
	Clothing	Footwear	Crogs	EVA Clog, black, men's and women's sizes	4-15	1,473					
	Clothing	Footwear	Shoe	Athletic shoe, men's, black	7-15	735					
	Clothing	Footwear	Shoe	Athletic shoe, men's, white	7-15	517					
	Clothing	Footwear	Boot	Work Boot, men's, no steel toes or metal shanks, uppers no more than 8" high, no cowboy boots.	7-15	179					
	Clothing	Footwear	Shoe	Athletic shoe, women's, black	5-12	40					

Attachment E					Sales Estimate	Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Vendor Name:					
Product/Brand Specific	Department	Category	Sub-Category	Item Description		Size required	Note 1	Description of Product Offered	Size	Cost per item	Kosher
	Clothing	Footwear	Shoe	Athletic shoe, women's, white	5-12	119					
	Clothing	Footwear	Boot	Work Boot, women's, no steel toes or metal shanks, uppers no more than 8" high, no cowboy boots.	3-4	3					
	Clothing	Footwear	Boot	Work Boot, women's, no steel toes or metal shanks, uppers no more than 8" high, no cowboy boots.	5-12	92					
	Clothing	Footwear	Shower	Shower Shoes	Small - XXL	7,860					
	Clothing	Footwear	Sock	Sock, mid calf, tube		3,618					
	Clothing	Footwear	Sock	Sock, ankle		3,249					
	Clothing	Pants / Shorts	Jeans	Jeans, women's, denim, blue, low cost alternative to jeans below, regular fit	4-18	193					
	Clothing	Pants / Shorts	Jeans	Jeans, women's, denim, blue, low cost alternative to jeans below, regular fit	20-24	2					
	Clothing	Pants / Shorts	Jeans	Jeans, women's, denim, blue, Wrangler or Levi, relaxed fit, no metal or metallic pocket adornment	4-18	56					
	Clothing	Pants / Shorts	Jeans	Jeans, women's, denim, blue, Wrangler or Levi, relaxed fit, no metal or metallic pocket adornment	20-24	1					
	Clothing	Pants / Shorts	Jeans	Jeans, men's, denim, blue, low cost alternative to Wrangler's, regular fit	28-42	771					
	Clothing	Pants / Shorts	Jeans	Jeans, men's, denim, blue, low cost alternative to Wrangler's, regular fit	44-50	39					
	Clothing	Pants / Shorts	Jeans	Jeans, men's, denim, blue, low cost alternative to Wrangler's, regular fit	52-56	1					
	Clothing	Pants / Shorts	Jeans	Jeans, men's, denim, blue, Wrangler, relaxed fit	28-42	773					
	Clothing	Pants / Shorts	Jeans	Jeans, men's, denim, blue, Wrangler, relaxed fit	44-50	19					
	Clothing	Pants / Shorts	Jeans	Jeans, men's, denim, blue, Wrangler, relaxed fit	52-56	1					
	Clothing	Pants / Shorts	Shorts	Mesh Shorts, gray or silver	S-XL	533					
	Clothing	Pants / Shorts	Shorts	Mesh Shorts, gray or silver	2XL-4XL	506					
	Clothing	Pants / Shorts	Shorts	Mesh Shorts, gray or silver	5XL-6XL	35					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, no pockets, gray	S-M	423					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, no pockets, gray	L-XL	728					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, no pockets, gray	2XL-3XL	616					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, no pockets, gray	4XL	80					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, no pockets, gray	5XL	30					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, no pockets, gray	6XL	6					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, no pockets, gray	8XL	2					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, with pockets, gray	S-M	1					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, with pockets, gray	L-XL	42					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, with pockets, gray	2XL-3XL	43					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, with pockets, gray	4XL	5					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, with pockets, gray	5XL	4					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, with pockets, gray	6XL	1					
	Clothing	Pants / Shorts	Sweat	Sweat Pants ,with drawstring, cotton/poly blend, 8 oz. or greater material, with pockets, gray	8XL	1					

Attachment E						Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Sales Estimate Note 1	Vendor Name:				
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required		Description of Product Offered	Size	Cost per item	Kosher	Halal
Clothing	Pants / Shorts	Shorts	Shorts	Sweat Shorts, gray	S-XL						493
Clothing	Pants / Shorts	Shorts	Shorts	Sweat Shorts, gray	2XL-3XL						203
Clothing	Pants / Shorts	Shorts	Shorts	Sweat Shorts, gray	4XL						33
Clothing	Shirts	Shirt	Shirt	Shirt, Work Long-Sleeve Poplin, blue, button closure	S-XL						122
Clothing	Shirts	Shirt	Shirt	Shirt, Work Long-Sleeve Poplin, blue, button closure	2XL-3XL						126
Clothing	Shirts	Shirt	Shirt	Shirt, Work Long-Sleeve Poplin, blue, button closure	4XL-5XL						44
Clothing	Shirts	Shirt	Shirt	Shirt, Work, Short-Sleeve Poplin, blue, button closure	S-XL						40
Clothing	Shirts	Shirt	Shirt	Shirt, Work, Short-Sleeve Poplin, blue, button closure	2XL-3XL						40
Clothing	Shirts	Shirt	Shirt	Shirt, Work, Short-Sleeve Poplin, blue, button closure	4XL-5XL						12
Clothing	Shirts	Sweat	Sweat	Sweat shirt, Cotton/Poly blend, 8 oz. material or greater, gray	S-M						227
Clothing	Shirts	Sweat	Sweat	Sweat shirt, Cotton/Poly blend, 8 oz. material or greater, gray	L-XL						738
Clothing	Shirts	Sweat	Sweat	Sweat shirt, Cotton/Poly blend, 8 oz. material or greater, gray	2XL						513
Clothing	Shirts	Sweat	Sweat	Sweat shirt, Cotton/Poly blend, 8 oz. material or greater, gray	3XL-4XL						498
Clothing	Shirts	Sweat	Sweat	Sweat shirt, Cotton/Poly blend, 8 oz. material or greater, gray	5XL						40
Clothing	Shirts	Sweat	Sweat	Sweat shirt, Cotton/Poly blend, 8 oz. material or greater, gray	6XL						12
Clothing	Shirts	Sweat	Sweat	Sweat shirt, Cotton/Poly blend, 8 oz. material or greater, gray	8XL						1
Clothing	Shirts	Sweat	Sweat	Sweat shirt, Cotton/Poly blend, 8 oz. material or greater, gray	10XL						1
Clothing	Shirts	T-shirt	T-shirt	T-Shirt, short sleeved, crew neck, Cotton/Poly Blend or 100% Cotton, white	S-XL						1,248
Clothing	Shirts	T-shirt	T-shirt	T-Shirt, short sleeved, crew neck, Cotton/Poly Blend or 100% Cotton, white	2XL-3XL						856
Clothing	Shirts	T-shirt	T-shirt	T-Shirt, short sleeved, crew neck, Cotton/Poly Blend or 100% Cotton, white	4XL						252
Clothing	Shirts	T-shirt	T-shirt	T-Shirt, short sleeved, crew neck, Cotton/Poly Blend or 100% Cotton, white	5XL						53
Clothing	Shirts	T-shirt	T-shirt	T-Shirt, long sleeved, crew neck, Cotton/Poly Blend or 100% Cotton, white	S-XL						427
Clothing	Shirts	T-shirt	T-shirt	T-Shirt, long sleeved, crew neck, Cotton/Poly Blend or 100% Cotton, white	2XL-3XL						76
Clothing	Shirts	T-shirt	T-shirt	T-Shirt, long sleeved, crew neck, Cotton/Poly Blend or 100% Cotton, white	4XL						3
Clothing	Shirts	T-shirt	T-shirt	T-Shirt, long sleeved, crew neck, Cotton/Poly Blend or 100% Cotton, white	5XL						3
Clothing	Sleepwear	Sleepwear	Sleepwear	Pajama, set (pants and top), Women's, Cotton/poly blend, solid white or light color	S-XL						6
Clothing	Undergarments	Sleepwear	Sleepwear	Pajama, set (pants and top), Women's, Cotton/poly blend, solid white or light color	2XL-3XL						1
Clothing	Undergarments	Thermal	Thermal	Thermal Top, white or beige, 5 oz. or greater, cotton/poly blend	S-XL						451
Clothing	Undergarments	Thermal	Thermal	Thermal Top, white or beige, 5 oz. or greater, cotton/poly blend	2XL						271
Clothing	Undergarments	Thermal	Thermal	Thermal Top, white or beige, 5 oz. or greater, cotton/poly blend	3XL						161
Clothing	Undergarments	Thermal	Thermal	Thermal Top, white or beige, 5 oz. or greater, cotton/poly blend	4XL						75

Attachment E						Vendor's Bid on Bag & Drop Items List						
Bag & Drop Items List						Sales Estimate	Vendor Name:					
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required		Note 1	Description of Product Offered	Size	Cost per item	Kosher	Halal
	Clothing	Undergarments	Thermal	Thermal Top, white or beige, 5 oz. or greater, cotton/poly blend	5XL							
	Clothing	Undergarments	Thermal	Thermal Top, white or beige, 5 oz. or greater, cotton/poly blend	6XL							
	Clothing	Undergarments	Thermal	Thermal Top, white or beige, 5 oz. or greater, cotton/poly blend	8XL							
	Clothing	Undergarments	Thermal	Thermal Bottoms, white or beige, 5 oz. or greater, cotton/poly blend	S-XL							
	Clothing	Undergarments	Thermal	Thermal Bottoms, white or beige, 5 oz. or greater, cotton/poly blend	2XL							
	Clothing	Undergarments	Thermal	Thermal Bottoms, white or beige, 5 oz. or greater, cotton/poly blend	3XL							
	Clothing	Undergarments	Thermal	Thermal Bottoms, white or beige, 5 oz. or greater, cotton/poly blend	4XL							
	Clothing	Undergarments	Thermal	Thermal Bottoms, white or beige, 5 oz. or greater, cotton/poly blend	5XL							
	Clothing	Undergarments	Thermal	Thermal Bottoms, white or beige, 5 oz. or greater, cotton/poly blend	6XL							
	Clothing	Undergarments	Thermal	Thermal Bottoms, white or beige, 5 oz. or greater, cotton/poly blend	8XL							
	Clothing	Undergarments	Male	Boxers, Male, cotton or poly/cotton-blend, white	S-XL	1,133						
	Clothing	Undergarments	Male	Boxers, Male, cotton or poly/cotton-blend, white	2XL-3XL	421						
	Clothing	Undergarments	Male	Boxers, Male, cotton or poly/cotton-blend, white	4XL-6XL	46						
	Clothing	Undergarments	Male	Briefs, Male, cotton or poly/cotton blend, white	S-XL	175						
	Clothing	Undergarments	Male	Briefs, Male, cotton or poly/cotton blend, white	2XL-3XL	18						
	Clothing	Undergarments	Male	Briefs, Male, cotton or poly/cotton blend, white	4XL-6XL	9						
	Clothing	Undergarments	Male	Underwear, Boxer-Briefs, Male, cotton or poly/cotton blend, white	S-XL	918						
	Clothing	Undergarments	Male	Underwear, Boxer-Briefs, Male, cotton or poly/cotton blend, white	2XL-3XL	211						
	Clothing	Undergarments	Male	Underwear, Boxer-Briefs, Male, cotton or poly/cotton blend, white	4XL-6XL	1						
	Clothing	Undergarments	Women's	Panties, cotton, white	5-9	1,619						
	Clothing	Undergarments	Women's	Panties, cotton, white	10-14	117						
	Clothing	Undergarments	Women's	Panties, cotton, white	15-16	1						
	Clothing	Undergarments	Women's	Bra, Sports, white, Lycra/Cotton blend	32-38	30						
	Clothing	Undergarments	Women's	Bra, Sports, white, Lycra/Cotton blend	40-54	5						
	Clothing	Undergarments	Women's	Bra, Traditional Style, Cotton/Poly Blend, no metal underwire allowed, white	32-48	356						
	Clothing	Undergarments	Women's	Bra, Traditional Style, Cotton/Poly Blend, no metal underwire allowed, white	50-54	6						
	Clothing	Undergarments	Women's	Bra, minimizer, white	32-48	96						
	Clothing	Undergarments	Women's	Bra, minimizer, white	50-54	1						
	Clothing	Undergarments	Bathrobe	Bathrobe, women's, no hood, shorter than knee length, gray, pink or yellow in color (only one color will be offered for sale, but it can be any of the colors listed), 100% cotton or cotton/poly blend	One size fits most	4						
	Craft	Craft Items		GLUE STICK, non-toxic	0.21 oz.	608						
	Craft	Craft Items		ELMERS GLUE or equal, non-toxic	2 - 4 oz.	1,348						
	Craft	Craft Items		SEWING KITS, Without SCISSORS		1,394						
	Craft	Craft Items		Colored Pencils, wooden, package of 5-12 different colors, list number of pencils in size		552						
	Craft	Craft Items		Paint, water colors, with brush, various colors in package		7						
	Craft	Craft Items		Drawing Paper, pad, no larger than 12" x 18"		270						
	Craft	Craft Items		Yarn, by the skein, state approx. yards in skein, in colors Black, White, Baby Blue, Pink, Green, Yellow, and 2 mixed colors		1,938						



Attachment E						Sales Estimate	Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List							Vendor Name:					
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required		Note 1	Description of Product Offered	Size	Cost per item	Kosher	Halal
	Electronics	MP3 Player/Songs		MP3/4 Player, must be a part of an integrated system that allows offenders to purchase music and download music without the offender having access to a computer, player must have ability to store 4GB of music or other approved data, MP3 system may not connect to Oklahoma DOC's network. Security of the player must not allow unauthorized or non-licensed content to be installed. Player may include installed accessories such as FM radio, games, or life skills videos. MP3 player should have a catalog installed to pick songs from. Must be compatible with headphones and headphone extension cable. Player must use either AA, AAA, or 9 volt batteries. Wall chargers will not be sold.								
	Electronics	MP3 Player/Songs		Songs, priced per song, songs may actually be sold in groups, catalog of songs must exceed 1 million. Specify number of songs in music library in size required.								
	Electronics	MP3 program Accessories		Armband for MP3 player, allows MP3 player to be used while working/exercising								
	Electronics	MP3 program Accessories		MP3 Player Screen protector								
	Electronics	Radios		Analog Radio, Walkman style, no speaker, headphone use only, clear plastic								
	Electronics	Radios		Digital Radio, Walkman style, no speaker, headphone use only, clear plastic								
	Electronics	TV	TV	15" LED TV, clear plastic, no speaker, with remote, must be compatible with headphones sold								
	Electronics	TV	TV	13" LED TV, clear plastic, no speaker, with remote, must be compatible with headphones sold								
	Electronics	Watches/Clocks		Alarm Clock, wind up or battery, clear plastic								
	Electronics	Watches/Clocks		Men's watch, must use battery sold in canteen								
	Electronics	Watches/Clocks		Women's Watch, must use battery sold in canteen								
	Electronics	Watches/Clocks		Clock radio, clear								
	Food	Bread/Pastries/Cookies	Cracker Sandwich	Peanut Butter and Plain Crackers								
	Food	Bread/Pastries/Cookies	Cracker Sandwich	Peanut Butter and Cheese Crackers								
	Food	Bread/Pastries/Cookies	Cracker Sandwich	Cheese and Cheese Crackers								
	Food	Bread/Pastries/Cookies	Bread	Bread, wheat, sliced, single loaf, individually wrapped								
	Food	Bread/Pastries/Cookies	Bread	Bread, white, sliced, single loaf, individually warped								
	Food	Bread/Pastries/Cookies	Cookie	Chocolate chip cookies	4-16 oz.							
	Food	Bread/Pastries/Cookies	Cookie	Duplex (chocolate & vanilla cookie with vanilla frosting)	4-16 oz.							
	Food	Bread/Pastries/Cookies	Cookie	Peanut Butter Cream Cookie	4-16 oz.							
	Food	Bread/Pastries/Cookies	Cookie	Chocolate Cream Cookie	4-16 oz.							
	Food	Bread/Pastries/Cookies	Cookie	Strawberry Cream Cookie	4-16 oz.							
	Food	Bread/Pastries/Cookies	Cookie	Vanilla Cream Cookie	4-16 oz.							

Attachment E						Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Sales Estimate	Vendor Name:				
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required		Note 1	Description of Product Offered	Size	Cost per item	Kosher
	Food	Bread/Pastries/ Cookies	Cracker	Saltine Cracker	4-16 oz.	20,363					
	Food	Bread/Pastries/ Cookies	Cracker	Snack Cracker	4-16 oz.	30,469					
	Food	Bread/Pastries/ Cookies	Granola	Sweet & Salty Granola Bar		5,612					
	Food	Bread/Pastries/ Cookies	Granola	Chocolate Chip Granola Bar		5,059					
	Food	Bread/Pastries/ Cookies	Granola	Almond (nut) Sweet & Salty Granola Bar		6,914					
	Food	Bread/Pastries/ Cookies	Pastry	10 pastries to be suggested by vendor, examples are honey buns and oatmeal cream pies. No fruit/jelly filling allowed.		1,198,668					
	Food	Bread/Pastries/ Cookies	Toaster Pastry	Toaster Pastry, Strawberry, packaged to sell 2 - 6 pastries		6,001					
	Food	Bread/Pastries/ Cookies	Toaster Pastry	Toaster Pastry, Blueberry, packaged to sell 2 - 6 pastries		5,933					
	Food	Bread/Pastries/ Cookies	Toaster Pastry	Toaster Pastry, Cherry, packaged to sell 2 - 6 pastries		5,928					
	Food	Bread/Pastries/ Cookies	Tortilla	Flour Tortillas, 8"	12 - 16 oz.	49,610					
	Food	Bread/Pastries/ Cookies	Tortilla	Corn Tortillas, 8"	12 - 16 oz.	18,118					
Yes	Food	Candy/Snacks	Candy	CHICK O STICK	0.7 oz.	17,226	CHICK O STICK	0.7 oz.			
Yes	Food	Candy/Snacks	Candy	M&M PEANUT SINGLES	1.74 oz.	20,895	M&M PEANUT SINGLES	1.74 oz.			
Yes	Food	Candy/Snacks	Candy	SKITTLES ASSORTED	2.17 oz.	21,717	SKITTLES ASSORTED	2.17 oz.			
Yes	Food	Candy/Snacks	Candy	STARBURST ORIG	2.07 oz.	18,644	STARBURST ORIG	2.07 oz.			
Yes	Food	Candy/Snacks	Candy Bar	SNICKERS	1.86 oz.	83,256	SNICKERS	1.86 oz.			
Yes	Food	Candy/Snacks	Candy Bar	MILKY WAY	1.84 oz.	25,569	MILKY WAY	1.84 oz.			
Yes	Food	Candy/Snacks	Candy Bar	3-MUSKETEERS CANDY BAR	1.92 oz.	12,788	3-MUSKETEERS CANDY BAR	1.92 oz.			
Yes	Food	Candy/Snacks	Candy Bar	REESES PEANUT BUTTER CUPS	1.5 oz.	11,439	REESES PEANUT BUTTER CUPS	1.5 oz.			
Yes	Food	Candy/Snacks	Candy Bar	TWIX COOKIE BAR	1.79 oz.	10,231	TWIX COOKIE BAR	1.79 oz.			
Yes	Food	Candy/Snacks	Candy Bar	NESTLE BUTTERFINGER CANDY BAR	1.9 oz.	15,681	NESTLE BUTTERFINGER CANDY BAR	1.9 oz.			
Yes	Food	Candy/Snacks	Candy Bar	HERSHEYS PLAIN CANDY BAR	1.55 oz.	31,315	HERSHEYS PLAIN CANDY BAR	1.55 oz.			
	Food	Candy/Snacks	Hard Candy	Hard Candy mix, individually wrapped	6 oz. or less	27,848					
	Food	Candy/Snacks	Hard Candy	ATOMIC FIREBALLS, individually wrapped	6 oz. or less	29,072					
	Food	Candy/Snacks	Hard Candy	STARLIGHT MINTS, individually wrapped	6 oz. or less	15,254					
	Food	Candy/Snacks	Hard Candy	BUTTERSCOTCH DISCS, individually wrapped	6 oz. or less	14,938					
Yes	Food	Candy/Snacks	Hard Candy	Jolly Ranchers, Assorted, individually wrapped, sold in clear container	6 oz. or less	15,682	Jolly Ranchers, Assorted, individually wrapped, sold in clear container				
	Food	Candy/Snacks	Cheese/Cheetos	Cheetos or equal, (Hot, Spicy, or Jalapeno)	6 - 10 oz.	57,755					
	Food	Candy/Snacks	Cheese/Cheetos	Cheetos or equal, puff/poof	6 - 10 oz.	15,661					
	Food	Candy/Snacks	Cheese/Cheetos	CHEETOS or equal, Crunchy	6 - 10 oz.	23,644					
	Food	Candy/Snacks	Corn Chips	Tortilla Corn chips, Plain	9-14 oz.	92,345					
	Food	Candy/Snacks	Corn Chips	Tortilla Corn chips, Nacho Cheese flavored	9-14 oz.	111,707					
	Food	Candy/Snacks	Corn Chips	Corn Chips, Chili Cheese flavored	9-14 oz.	60,188					
	Food	Candy/Snacks	Popcorn	Popcorn, Microwave, butter or butter flavor	2-3 oz.	22,428					
	Food	Candy/Snacks	Popcorn	Popcorn, Microwave, Extra butter or butter flavor (Butter Lovers)	2-3 oz.	100,295					
	Food	Candy/Snacks	Popcorn	Popcorn, Microwave, Kettle Corn	2-3 oz.	43,239					
	Food	Candy/Snacks	Potato Chips	Potato Chip, Sour Cream & Onion flavored	6 - 10 oz.	67,687					
	Food	Candy/Snacks	Potato Chips	Potato Chip, Jalapeno Flavored	6 - 10 oz.	30,979					
	Food	Candy/Snacks	Potato Chips	Potato Chip, Plain	6 - 10 oz.	47,390					
	Food	Candy/Snacks	Potato Chips	Potato Chip, Barbeque	6 - 10 oz.	59,034					
	Food	Candy/Snacks	Snack	Sour Cream & Onion or Ranch dip, shelf stable,	6 - 10 oz.	18,925					

Attachment E						Vendor's Bid on Bag & Drop Items List						
Bag & Drop Items List						Sales Estimate	Vendor Name:					
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required		Note 1	Description of Product Offered	Size	Cost per item	Kosher	Halal
	Food	Candy/Snacks	Snack	Peanuts, Hot, in a bag	2-4 oz.	22,738						
	Food	Candy/Snacks	Snack	Mixed nuts, salted, in a bag	6 - 10 oz.	4,600						
	Food	Candy/Snacks	Snack	Trail Mix, in a bag	2-4 oz.	38,223						
	Food	Candy/Snacks	Snack	Pork Rinds, Hot & Spicy	6 - 10 oz.	19,889						
	Food	Fruits / Vegetables		Potatoes, Instant, Flavored (Loaded Baked or Cheese)	3-5 oz.	20,798						
	Food	Fruits / Vegetables		Jalapenos, sliced	10-14 oz.	24,656						
	Food	Fruits / Vegetables		Corn, bagged, no refrigeration needed	6 - 10 oz.	4,253						
				Refried Beans, instant, (Spicy, Jalapeno, or Jalapeno & Green Chiles)	6 - 10 oz.	167,937						
	Food	Meats / Beans	Beans	Refried Beans, instant, plain	6 - 10 oz.	32,831						
	Food	Meats / Beans	Beef	Beef Jerky, original flavor	0.5 - 4 oz.	1,370						
	Food	Meats / Beans	Beef	Beef Stew	6 - 10 oz.	12,405						
	Food	Meats / Beans	Beef	Beef Sticks	0.8 - 2 oz.	9,506						
	Food	Meats / Beans	Beef	Beef Sticks, Hot & Spicy	0.8 - 2 oz.	3,945						
				Beef, shredded or crumbles, pre-cooked, in foil pouch, shelf stable	5 - 8 oz.	8,733						
	Food	Meats / Beans	Beef	Beef, with BBQ sauce, in pouch, shelf stable	5 - 8 oz.	1,692						
	Food	Meats / Beans	Beef	Summer Sausage, Beef	4 - 8 oz.	166,245						
	Food	Meats / Beans	Beef	Summer Sausage, Beef, Hot & Spicy	4 - 8 oz.	62,024						
	Food	Meats / Beans	Chili	Chili, no beans, ready to heat, in pouch	6 - 12 oz.	52,965						
	Food	Meats / Beans	Chili	Chili, with beans, ready to heat, in pouch	6 - 12 oz.	45,618						
				Chili, with beans, Hot/Spicy, ready to heat, in pouch	6 - 12 oz.	24,058						
	Food	Meats / Beans	Fish	Fish Steaks, with green chilies, in pouch	3 - 8 oz.	12,063						
	Food	Meats / Beans	Fish	Fish Steaks, with hot sauce, in pouch	3 - 8 oz.	8,290						
	Food	Meats / Beans	Fish	Mackerel, in pouch	3 - 8 oz.	13,046						
	Food	Meats / Beans	Fish	Oysters, smoked, in pouch	3 - 8 oz.	4,089						
	Food	Meats / Beans	Fish	Pink Salmon, in pouch	3 - 8 oz.	4,453						
	Food	Meats / Beans	Fish	Sardines, with hot sauce, in pouch	3 - 8 oz.	10,704						
	Food	Meats / Beans	Fish	Tuna, in water, in pouch	3 - 8 oz.	45,342						
	Food	Meats / Beans		Bacon, pre-cooked, shelf stable	1 - 3 oz.	6,473						
	Food	Meats / Beans		Pepperoni, slices, shelf stable	3 - 5 oz.	5,669						
	Food	Meats / Beans		SPAM, singles, in a pouch	3 oz.	4,827						
Yes	Food	Soups		Ramen, Roast Beef, Maruchan brand	2.8 - 3.0 oz.	860,615	Ramen, Roast Beef, Maruchan brand					
Yes	Food	Soups		Ramen, Creamy Chicken, Maruchan brand	2.8 - 3.0 oz.	331,822	Ramen, Creamy Chicken, Maruchan brand					
Yes	Food	Soups		Ramen, Chili, Maruchan brand	2.8 - 3.0 oz.	920,774	Ramen, Chili, Maruchan brand					
Yes	Food	Soups		Ramen, Picante Beef, Maruchan brand	2.8 - 3.0 oz.	396,833	Ramen, Picante Beef, Maruchan brand					
Yes	Food	Soups		Ramen, Hot-n-Spicy Vegetable, Maruchan brand	2.8 - 3.0 oz.	286,645	Ramen, Hot-n-Spicy Vegetable, Maruchan brand					
Yes	Food	Soups		Ramen, Roast Chicken, Maruchan brand	2.8 - 3.0 oz.	535,774	Ramen, Roast Chicken, Maruchan brand					
				Ramen, Beef (spicy or regular), must be Kosher and Halal	2.8 - 3.0 oz.	69,093						
				Ramen, Chicken (spicy or regular), must be Kosher and Halal	2.8 - 3.0 oz.	9,103						
				Ramen, Vegetable (spicy or regular), must be Kosher and Halal	2.8 - 3.0 oz.	3,817						
				Oatmeal, variety pack, individual servings, 8-10 packets per box		17,601						
				Oatmeal, Maple & Brown Sugar, packaged individual servings, 8-10 packets per box		9,237						
				Malt-O-Meal Berry Colossal Crunch or equal, Resealable container	32 oz. or smaller	23,035						
				Malt-O-Meal Frosted Flakes or equal, Resealable container	32 oz. or smaller	16,213						
				Malt-O-Meal Raisin Bran or equal, resealable container	32 oz. or smaller	12,375						
				Malt-O-Meal Golden Puffs or equal, resealable container	32 oz. or smaller	4,521						

Attachment E						Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Sales Estimate Note 1	Vendor Name:				
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required		Description of Product Offered	Size	Cost per item	Kosher	Halal
Yes	Food	Condiments/Spices	Condiment	Velveeta Cheese	8 oz.	22,488	Velveeta Cheese	8 oz.			
	Food	Condiments/Spices	Condiment	Velveeta Spicy Jalapeno Cheese Spread or equal	8 oz.	62,326					
	Food	Condiments/Spices	Condiment	Velveeta Instant Nacho Chees Sauce or equal	1.5 oz.	10,966					
	Food	Condiments/Spices	Condiment	Ranch Dressing, packets	1 - 2 oz.	21,986					
	Food	Condiments/Spices	Condiment	Grape Jelly	12 - 20 oz.	25,407					
	Food	Condiments/Spices	Condiment	Strawberry Spread	12 - 20 oz.	13,510					
Yes	Food	Condiments/Spices	Condiment	Sriracha Hot Chili Sauce	17 oz.	7,115	Sriracha Hot Chili Sauce	17 oz.			
Yes	Food	Condiments/Spices	Condiment	Chili Garlic Sauce Vietnam Tuong Ot Toi Sauce	8 oz.	4,481	Chili Garlic Sauce Vietnam Tuong Ot Toi Sauce	8 oz.			
	Food	Condiments/Spices	Condiment	Pickle Dill, single, packaged in bag		14,931					
	Food	Condiments/Spices	Condiment	Ketchup, in squeeze bottle	14 - 24 oz.	7,095					
	Food	Condiments/Spices	Condiment	Mustard, in squeeze bottle	4 - 18 oz.	4,860					
	Food	Condiments/Spices	Condiment	Barbeque Sauce, in plastic bottle	12 - 20 oz.	12,919					
	Food	Condiments/Spices	Condiment	Mayonnaise	12 - 20 oz.	20,807					
	Food	Condiments/Spices	Condiment	Salsa, in squeeze bottle	14 - 24 oz.	12,221					
	Food	Condiments/Spices	Condiment	Louisiana Hot Sauce	5 oz.	17,862					
	Food	Condiments/Spices	Peanut Butter	Peanut Butter, creamy	16 - 18 oz.	43,214					
	Food	Condiments/Spices	Peanut Butter	Peanut Butter, crunchy	16 - 18 oz.	14,059					
	Food	Condiments/Spices	Spice	Artificial Sweetener, Sweet-n-low or equivalent, individual packets	50 - 120 packets	38,330					
	Food	Condiments/Spices	Spice	Artificial Sweetener, SUGAR TWIN or equivalent, individual packets	50- 120 packets	18,701					
	Food	Condiments/Spices	Spice	Salt & Pepper, in disposable shakers		4,108					
	Food	Dinner mixes		Rice, White, instant	6 - 10 oz.	53,170					
	Food	Dinner mixes		Rice & Cheese, instant	2 - 8 oz.	67,794					
	Food	Dinner mixes		Rice & Beans, hot/chili, instant	2 - 8 oz.	61,533					
	Food	Dinner mixes		Lipton Cheddar Broccoli Rice or equal, instant	2 - 8 oz.	29,000					
	Food	Dinner mixes		Macaroni & Cheese, instant	2 - 8 oz.	75,865					
	Health & Beauty	Accessories	Prevents Lice	TEA TREE OIL Shampoo	10 - 16 oz.	87					
	Health & Beauty	Accessories		Hair Food, Lusti or equal	3 - 6 oz.	2,871					
	Health & Beauty	Accessories		Coconut Oil, for hair, Lusti or equal	3 - 6 oz.	2,282					
	Health & Beauty	Accessories		Pomade, Murray's or equal	3 - 6 oz.	1,739					
	Health & Beauty	Accessories		Hair Bands, elastic (AKA: Ponytail holders)	5 pkg.	5,640					
	Health & Beauty	Accessories		Hair Gel	8 -16 oz.	4,394					
	Health & Beauty	Accessories		Comb, black, unbreakable (may be bulk pack without bar code)	5"	2,030					
	Health & Beauty	Accessories		Hair Spray	8 -16 oz.	936					
	Health & Beauty	Accessories		Hair Brush, vent		2,295					
	Health & Beauty	Accessories		Hair Brush, military/free style		280					
	Health & Beauty	Accessories		Scrunchies	1 - 5 pkg.	219					
	Health & Beauty	Accessories		Hair Dryer, clear plastic, 110 v. (female only)		79					
	Health & Beauty	Accessories		Curling Iron, 110 v. (female only)	1 - 2"	118					
	Health & Beauty	Lotions / Powders		Lotion, advanced therapy/healing/extra relief	8 - 20 oz.	11,332					
	Health & Beauty	Lotions / Powders		Lotion, Cocoa Butter	8 - 20 oz.	9,364					
	Health & Beauty	Lotions / Powders		Shower & Bath Powder, Fresh Scent	8 - 16 oz.	12,145					
	Health & Beauty	Makeup		3 shades of foundation		1,115					
	Health & Beauty	Makeup		eyeliner, black		748					

Attachment E						Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Sales Estimate Note 1	Vendor Name:				
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required		Description of Product Offered	Size	Cost per item	Kosher	Halal
	Health & Beauty	Makeup		mascara, black				1,936			
	Health & Beauty	Makeup		Lip stick, red				230			
	Health & Beauty	Makeup		Lip stick, different shade than above				230			
	Health & Beauty	Makeup		Lip stick, different shade than above				230			
	Health & Beauty	Miscellaneous H/B		Cotton Swabs	40 - 150 pkg.			13,633			
	Health & Beauty	Miscellaneous H/B		Chapstick Lip Balm or equal, regular	0.1 - 0.2 oz.			3,344			
	Health & Beauty	Miscellaneous H/B		Carmex Lip Balm or equal, tube	0.1 - 0.2 oz.			3,642			
	Health & Beauty	Miscellaneous H/B		Ear Plugs, foam, on size fits all, 1 set/pair				5,043			
				Fingernail Clipper, no file (may be bulk pack without bar code)				3,564			
	Health & Beauty	Miscellaneous H/B		Emery Board, non-metallic, female only				751			
	Health & Beauty	Miscellaneous H/B		Reading Glasses, all strengths				556			
				Tweezers, Slant Tip, female only (may be bulk pack without bar code)				542			
	Health & Beauty	Miscellaneous H/B		Facial Tissue				145			
	Health & Beauty	Miscellaneous H/B		Sunglasses				74			
				Shoe Polish, liquid, non-flammable, color matches work boot				44			
	Health & Beauty	Miscellaneous H/B		Contact Solution, no rub				121			
	Health & Beauty	Miscellaneous H/B		Corn Cushions				6			
	Health & Beauty	Miscellaneous H/B		Earrings (Female Only), no larger than 1"				213			
	Household	Bed / Bath Items	Bath	Soap Box, plastic, clear				7,180			
	Household	Bed / Bath Items	Bath	Shower Puff, ball shaped, white, sold individually				3,181			
	Household	Bed / Bath Items	Bath	Washcloth, yellow, approximately 13" x 13"				1,274			
	Household	Bed / Bath Items	Bath	Bath Towel, yellow approximately 27" x 52"				1,181			
	Household	Bed / Bath Items	Bath	Shower cap, clear plastic				2,016			
	Household	Bed / Bath Items	Bath	Bag, to hold shower items, mesh				419			
	Household	Bed / Bath Items	Bed	Pillowcase, yellow, standard size, must fit standard pillow	Standard			478			
	Household	Bed / Bath Items	Bed	Sheet, Flat, Twin, Yellow, sold individually	Twin			416			
	Household	Bed / Bath Items	Bed	Blanket, Twin, heavy weight, non-wool	Twin			384			
	Household	Bed / Bath Items	Bed	Blanket, Thermal, cotton,	Twin			46			
	Household	Bed / Bath Items	Bed	Pillow	Standard			785			
	Household	Bed / Bath Items	Bed	Sheet, Yellow, Fitted	Twin			44			
	Household	Housewares	Bowl	Bowl with lid, Clear plastic, 1.6QT or smaller				8,766			
	Household	Housewares	Cup	Mug, Clear Plastic	16 - 22 oz.			4,937			
				HOT POT WITH STRAINER, Clear Plastic, 5 cup or less, 400 watt or less				582			
	Household	Housewares	Hot Pot	MIRROR, plastic or acrylic, approx. 6"x4.5"				1,325			
	Household	Housewares		SOUP SPOON, reusable, plastic, polycarbonate, or similar material				6,716			
	Household	Housewares		Cooler/Ice Chest, plastic	5 quart			768			
	Household	Housewares		Fork, reusable, plastic, polycarbonate, or similar material				2,544			
	Household	Housewares		Cup, drinking, plastic, clear, with lid	16 - 22 oz.			2,135			
Yes	Household	Laundry / Cleaning		Tide Detergent, in bags	17.92 oz.		Tide Detergent, in bags	17.92 oz.			
	Household	Laundry / Cleaning		Laundry Detergent, with bleach	5 - 24 oz.			7,523			
	Household	Laundry / Cleaning		Dryer Sheets	15 - 40 count			5,246			
	Household	Laundry / Cleaning		Dish soap, liquid, clear bottle	8 - 14 oz.			8,435			
	Household	Laundry / Cleaning		Paper towels, single roll	60+ sheets			1,074			
	Household	Laundry / Cleaning		Scrubber Sponge, 1 or 2 in pack				484			
				Laundry/Canteen Bag, mesh fabric, Approximate size 24" x 36", white				1,786			
	Household	Laundry / Cleaning		Clothes pins, wooden or plastic	10 - 50 pack			27			
				Hanger, plastic, sold individually (may be bulk pack without bar code)				3,862			
Yes	Household	Miscellaneous		Combination Lock, Master Lock, uses pass key V-85, does not include key			Combination Lock, Master Lock, uses pass key V-85, does not include key	4,122			

Attachment E					Sales Estimate	Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Vendor Name:					
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required	Note 1	Description of Product Offered	Size	Cost per item	Kosher	Halal
	Household	Miscellaneous		Flyswatter, plastic		433					
	Medical	Cold/Allergy		Chlor-Trimetron, or equal, 4 mg	24 tabs or less	7,030					
	Medical	Cold/Allergy		Claritin or equal, 10 mg Tabs	10 tabs or less	73					
	Medical	Cold/Allergy		Halls Cough Drops - Sugar Free	10 - 30 each	4,563					
	Medical	Cold/Allergy		Halls Cough Drops or equal	10 - 30 each	8,950					
	Medical	Cold/Allergy		Ocean Nasal Spray or equal	1 - 2 oz.	262					
	Medical	Cold/Allergy		Robitussin Cough Syrup or equal	2 - 4 oz.	2,170					
	Medical	Cold/Allergy		Sucrets Maximum Strength or equal	10 - 30 each	720					
	Medical	Cold/Allergy		Vicks Vapor Rub or equal	2 - 4 oz.	457					
	Medical	Digestion		Alka-Seltzer Effervescent or equal	24 tabs or less	153					
	Medical	Digestion		Alka-Seltzer Gas Relief or equal, 125 mg	24 tabs or less	3					
	Medical	Digestion		Beano or equal, 30 Tabs/container or less	30 tabs or less	42					
	Medical	Digestion		Fibercon Caplets or equal	60 caplets or less	1					
	Medical	Digestion		Imodium AD Caplets or equal	12 caplets or less	236					
	Medical	Digestion		Kaopectate Antidiarrheal Caplets or equal	30 tabs or less	136					
	Medical	Digestion		Lactaid Caplets or equal	60 caplets or less	17					
	Medical	Digestion		Milk of Magnesia or equal	16 oz. or smaller	346					
	Medical	Digestion		Mylanta Suspension or equal	16 oz. or smaller	27					
	Medical	Digestion		Pepcid Max Tabs or equal, 20mg tabs	25 tabs or less	179					
	Medical	Digestion		Prilosec OTC Tabs or equal	14 tabs or less	1					
	Medical	Digestion		Tums Tabs or equal, 24 tabs or less	24 tabs or less	2,080					
	Medical	Eye Care		Refresh Tears or equal	0.5 oz.	313					
	Medical	Miscellaneous		Melatonin or equal, 3 mg tabs	100 tabs or less	87					
	Medical	Miscellaneous		Nicotine Patches, 7 mg, 14 mg, and 21 mg		1					
	Medical	Pain Relief		Acetaminophen, 325 mg	24 tabs or less	5,694					
	Medical	Pain Relief		Aleve or equal, 220 mg	50 tabs or less	553					
	Medical	Pain Relief		Aspirin, 325 mg	24 tabs or less	1,987					
	Medical	Pain Relief		Excedrin Migraine Tabs or equal	24 tabs or less	208					
	Medical	Pain Relief		Icy Hot Cream or equal	1 oz. or smaller	304					
	Medical	Pain Relief		Midol Maximum Strength Tabs or equal	24 tabs or less	1					
	Medical	Pain Relief		Motrin IB or equal, 200mg Tabs	24 tabs or less	193					
	Medical	Skin Care		Calamine Lotion	6 oz. or less	569					
	Medical	Skin Care		Clearasil Acne Cream or equal	2 oz. or less	343					
	Medical	Skin Care		Cortaid 1% Cream or equal	2 oz. or less	384					
	Medical	Skin Care		Lamisil AT Antifungal Cream or equal	2 oz. or less	892					
	Medical	Skin Care		Lotrim Cream or equal	2 oz. or less	1					
	Medical	Skin Care		Monistat 7 Vaginal Cream or equal	2 oz. or less	5					
	Medical	Skin Care		Neosporin Ointment or equal	2 oz. or less	761					
	Medical	Skin Care		Preparation H Ointment or equal	3 oz. or less	124					
	Medical	Skin Care		Preparation H Suppositories or less	12 or less	42					
	Medical	Skin Care		Selsun Dandruff Shampoo or equal	12 - 16 oz.	459					
	Medical	Skin Care		Sunscreen SPF-30	3 -10 oz.	141					
	Medical	Skin Care		Tinactin Cream or equal	2 oz. or less	1					
	Medical	Skin Care		Tinactin Powder or equal	2 oz. or less	826					
	Medical	Skin Care		Petroleum Jelly	3 - 6 oz.	4,282					
	Medical	Supplies		ANKLE BRACE, cloth only, sizes small through XL or one size fits most		1					
	Medical	Supplies		ELBOW BRACE, cloth only, sizes small through XL or one size fits most		1					
	Medical	Supplies		KNEE SUPPORT, cloth only, sizes small through XL or one size fits most		5					

Attachment E					Sales Estimate	Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Vendor Name:					
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required	Note 1	Description of Product Offered	Size	Cost per item	Kosher	Halal
	Medical	Supplies		Hydrogen Peroxide	10 - 18 oz.	378					
					60 caplets or less	63					
	Medical	Vitamins		Citracal+D Caplet or equal	40 - 100 each	3,960					
	Medical	Vitamins		One-A-Day Essential Vitamins or equal	40 - 100 each	1,871					
	Medical	Vitamins		One-A-Day w/Iron Vitamins or equal	40 - 100 each	1,284					
	Medical	Vitamins		OTC Fish Oil Capsules	40 - 100 each	115					
	Medical	Vitamins		Oyst-Cal or equal, 500mg Tab	40 - 100 each	1,795					
	Medical	Vitamins		Vitamin C Tabs, 500 mg	40 - 100 each	47,183					
	Personal Hygiene	Bath Tissue		Toilet Paper, 2-ply, single roll		8,837					
	Personal Hygiene	Bath Tissue		Toilet Paper, 2-ply, 4 pack		3,339					
	Personal Hygiene	Dental	Denture	Denture cleaning tablets	2 - 42 tablets	1,297					
	Personal Hygiene	Dental	Denture	Denture Adhesive Cream	1 - 2 oz.	204					
	Personal Hygiene	Dental	Denture	Denture Cleansing Paste	2 - 6 oz.	118					
	Personal Hygiene	Dental	Denture	Denture cup, plastic		5,481					
	Personal Hygiene	Dental	Mouthwash	Mouthwash, mint, alcohol free	8 - 16 oz.	22,345					
	Personal Hygiene	Dental	Paste	Toothpaste, regular, tube (Close Up not allowed)	4 - 8 oz.	2,002					
	Personal Hygiene	Dental	Paste	Toothpaste, regular, tube (different brand than above)(Close Up not allowed)	4 - 8 oz.	38,734					
	Personal Hygiene	Dental	Paste	Toothpaste, whitening, tube (Close Up not allowed)	4 - 8 oz.	1,676					
	Personal Hygiene	Dental	Paste	Toothpaste, sensitive, tube (Close Up not allowed)	4 - 8 oz.	27,469					
	Personal Hygiene	Dental	Toothbrush	Toothbrush, standard, soft		1,928					
	Personal Hygiene	Denture	Toothbrush	Toothbrush, thumbprint, soft		7,783					
	Personal Hygiene	Denture	Toothbrush	Dental Floss Picks	10 - 50 each	5,976					
	Personal Hygiene	Denture	Toothbrush	Toothbrush holder, clear/translucent		29,111					
	Personal Hygiene	Deodorant		Deodorant, men's, stick (Speed Stick, Degree, Right Guard, Old Spice, or Gillette)	1 - 4 oz.	28,164					
	Personal Hygiene	Deodorant		Deodorant & Anti-Perspirant, men's, stick (Speed Stick, Degree, Right Guard, Old Spice, or Gillette)	1 - 4 oz.	6,122					
	Personal Hygiene	Deodorant		Deodorant, men's, gel (Speed Stick, Degree, Right Guard, Old Spice, or Gillette)	1 - 4 oz.	4,000					
	Personal Hygiene	Deodorant		Deodorant, women's, stick (Lady Speed Stick, Degree, Suave, or Secret)	1 - 4 oz.	4,000					
	Personal Hygiene	Deodorant		Deodorant, women's, stick (Lady Speed Stick, Degree, Suave, or Secret)(Same description as above, different item)	1 - 4 oz.	4,491					
	Personal Hygiene	Deodorant		Deodorant & Anti-Perspirant, women's, stick (Lady Speed Stick, Degree, Suave, or Secret)	1 - 4 oz.	1,223					
	Personal Hygiene	Feminine Products		Tampons, regular	10 - 40 each	897					
	Personal Hygiene	Feminine Products		Tampons, super	10 - 40 each	250					
	Personal Hygiene	Feminine Products		Tampons, super plus	10 - 40 each	312					
	Personal Hygiene	Feminine Products		Maxi-pads, 4 wall	10 - 40 each	1,028					
	Personal Hygiene	Feminine Products		Panty Liners	10 - 50 each	3,753					
	Personal Hygiene	Shampoo / Conditioner		3-1 Shampoo/Body wash/Conditioner	10 - 18 oz.	9,183					
	Personal Hygiene	Shampoo / Conditioner		2-1 Shampoo/Conditioner	10 - 18 oz.	17,809					
	Personal Hygiene	Shampoo / Conditioner		Suave Daily Clarifying Shampoo or equal (must match conditioner below)	10 - 18 oz.	11,066					
	Personal Hygiene	Shampoo / Conditioner		Suave Conditioner or equal (must match shampoo above)	10 - 18 oz.	8,901					
	Personal Hygiene	Shampoo / Conditioner		VO5 Shampoo or equal (must match conditioner below)	10 - 18 oz.	6,318					
	Personal Hygiene	Shampoo / Conditioner		VO5 Conditioner or equal (must match shampoo above)	10 - 18 oz.	3,689					
	Personal Hygiene	Shaving		Shaving Cream, men's, no cans, no aerosol, in tube	4 - 8 oz.	64					
	Personal Hygiene	Shaving		Shaving Cream, women's, no cans, no aerosol, in tube	4 - 8 oz.						

Attachment E						Vendor's Bid on Bag & Drop Items List					
Bag & Drop Items List						Vendor Name:					
Product/Brand Specific	Department	Category	Sub-Category	Item Description	Size required	Sales Estimate Note 1	Description of Product Offered	Size	Cost per item	Kosher	Halal
	Personal Hygiene	Shaving		Electric Razor, clear plastic, battery operated, non-rechargeable		567					
	Personal Hygiene	Shaving		Razor, twin blade, disposable	1 - 5 package	79,342					
	Personal Hygiene	Shaving		Razorless Cream Shave, tube	5 - 8 oz.	279					
	Personal Hygiene	Shaving		Bump Stopper, alcohol free	1 - 4 oz.	33					
	Personal Hygiene	Shaving		After Shave, men's, alcohol free	1 - 5 oz.	922					
	Personal Hygiene	Soap		Soap, Bar, Deodorant, Irish Spring or equivalent, single bar	3 - 5 oz.	95,123					
	Personal Hygiene	Soap		Soap, Bar, Moisturizing, single bar	3 - 5 oz.	74,747					
	Personal Hygiene	Soap		Soap, Bar, Anti-bacterial, single bar	3 - 5 oz.	86,310					
	Personal Hygiene	Soap		Soap, Bar, Cocoa Butter, single bar	3 - 5 oz.	24,923					
	Stationary	Books		Address Book, 5"x7" or smaller		566					
	Stationary	Books		Photo Album, soft cover, 12" x 10" x 1" or smaller		1,486					
	Stationary	Books		English dictionary, paperback		66					
	Stationary	Books		English to Spanish/Spanish to English Dictionary, paperback		29					
	Stationary	Games		Playing Cards, standard 52 card deck		3,259					
	Stationary	Games		Playing Cards, Pinochle		462					
	Stationary	Miscellaneous		Greeting Cards (Happy Birthday, Congratulations, Happy Anniversary, Thank You, Sorry, Love, I Miss You, Season's Greetings, Spanish Birthday)		1,746					
	Stationary	Miscellaneous		2-Pocket Folders/Twin Pocket Portfolio, holds letter sized paper, sold individually		3,346					
	Stationary	Miscellaneous		Ruler, plastic, 1 foot		115					
	Stationary	Writing Supplies		ENVELOPES, #10, standard seal	25 - 100 per box	23,476					
	Stationary	Writing Supplies		Pencil, wooden, #2, with eraser, standard 7.5" (may be bulk pack without bar code)		10,841					
	Stationary	Writing Supplies		Ink Pens, plastic body, disposable (may be bulk pack without bar code)		19,164					
	Stationary	Writing Supplies		Ink Pen, clear plastic body, flexible (may be bulk pack without bar code)		2,668					
	Stationary	Writing Supplies		Paper, Legal Pad, White, 8 1/2" X 11"		15,296					
	Stationary	Writing Supplies		Paper, wide ruled, loose leaf, 200 sheets per package		6,113					
	Stationary	Writing Supplies		Pencil Sharpener, plastic, no moving parts		2,675					
	Stationary	Writing Supplies		Eraser, (Block Type)		1,578					
	Stationary	Writing Supplies		Envelope, with clasp, 9" X12"		11,458					
Yes	Stationary	Stamps		US Postage Stamps, Forever (currently \$0.49)		825,870	US Postage Stamps, Forever (currently \$0.49)				
Yes	Stationary	Stamps		US POSTAGE STAMPS 1 CENT		18,139	US POSTAGE STAMPS 1 CENT				

Items not sold by Canteens but purchased by them  
Key for Combination Lock, Master Lock V-85

15	Key for Combination Lock, Master Lock V-85				
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Note 1: ODOC does not have any sales history or a way to predict volume since this is a new process. This is the volume from the prison facilities. Although we expect the percentages of the product when compared against each other to be the same, we cannot predict total volume.