



1. Solicitation #: SW17157

2. Solicitation Issue Date: May 19, 2017

3. Brief Description of Requirement:

**Solicitation for a Statewide Contract to provide single-serve full entrée microwavable shelf-stable/frozen Kosher certified, Halal certified, or any other specialized needs certified meals.**

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date<sup>1</sup>: June 13, 2017

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

**U.S. Postal Delivery Address:** OMES – Central Purchasing  
5005 N. Lincoln Blvd., Suite 300  
Oklahoma City, OK 73105

**Common Carrier Delivery Address:** OMES – Central Purchasing  
5005 N. Lincoln Blvd., Suite 300  
Oklahoma City, OK 73105

**Electronic Submission Address:** \_\_\_\_\_

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

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

7. Contracting Officer:

Name: Linda Lechtenberg  
 Phone: 405-522-0436  
 Email: Linda.Lechtenberg@omes.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



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

1. RE: Solicitation # SW17157

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

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

Email: \_\_\_\_\_ Website: \_\_\_\_\_

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

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: \_\_\_\_\_

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](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>



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

Agency Name: OMES, Central Purchasing Agency Number: 090

Solicitation or Purchase Order #: SW17157

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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## **A. GENERAL PROVISIONS**

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

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

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

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

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

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

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

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

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

By submitting a response to this solicitation:

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

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

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

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

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

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they

consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

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

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

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

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

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

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved 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 bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

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

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

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

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

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

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

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

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

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

- A.18.1. 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. Payment terms will be net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

§1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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

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

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

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

**B.1.1.** The Contract Period is the Date of Award through one year with the option to renew for up to four (4) additional one year periods.

### **B.2. Agreement Period**

**B.2.1.** The Agreement Period is the Date of Award through the end of the final renewal period. Renewal options shall be at the sole discretion of the State of Oklahoma.

### **B.3. Extension of Contract**

**B.3.1.** The State may extend the term of this contract for up to 180 day intervals if mutually agreed upon by both parties in writing.

### **B.4. Type of Contract**

**B.4.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

### **B.5. Contract Preference**

**B.5.1.** This contract is non-mandatory for State of Oklahoma agencies.

### **B.6. Authorized Users**

**B.6.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies, and Institutions. The Oklahoma Statutes state that Counties, School Districts, Universities, and Municipalities may avail themselves of the contract.

**B.6.2.** Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

### **B.7. Ordering**

**B.7.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence. Each purchasing entity will place orders directly with the winning Supplier(s).

### **B.8. Prompt Payment Discounts**

**B.8.1.** Please review A.18.3 for information concerning prompt payment discounts.

### **B.9. Gratuities**

**B.9.1.** The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of Central Purchasing.

### **B.10. Proposal Conformity**

**B.10.1.** By submitting a response to this solicitation, the offeror attests that the supplies or services conform to specified contract requirements.

### **B.11. Contract Usage Reporting Requirements**

**B.11.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

**B.11.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.

**B.11.3.** Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in B.11.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:

**B.11.3.1.** Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)

**B.11.3.2.** Physical Address:

OMES – Central Purchasing  
Frates Building  
5005 N. Lincoln, Suite 300  
Oklahoma City, Ok 73105

**B.11.4.** Contract quarterly reporting periods shall be:

January 1 through March 31.

April 1 through June 30.

July 1 through September 30.

October 1 through December 31.

**B.11.5. Failure to provide usage reports shall result in cancellation or suspension of contract.**

**B.11.6.** Usage Reports shall be submitted in the Excel form listed as Attachment A.

**B.12. Contract Management Fee**

**B.12.1.** As provided by Oklahoma State Statute 74 O. S., §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract. The Oklahoma Administrative Fee shall not be reflected as a separate line item in the Supplier's billing to participating State Agencies and Authorized Users.

**B.12.2.** Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B.11.6 and make payment by company check to OMES – Central Purchasing within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B.11.4. To ensure the payment is credited properly, the Supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: List the SW# and Contract Title, the report amount, and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Accounting and Reporting

5005 N. Lincoln Blvd., Suite 200

Oklahoma City, OK 73105

**B.12.3.** Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

**B.13. Conflict of Interest**

**B.13.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers firm or any of its branches.

**B.14. Patents and Royalties**

**B.14.1.** The Supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**B.14.2.** The Supplier without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**B.15. Disclosures Regarding Lobbyists**

**B.15.1.** A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

**B.15.2.** Any Supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

**B.15.3.** The name and address of each lobbyist or agent of the Supplier or subSupplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

**B.16. Notice of Award**

**B.16.1.** Notice of award letter resulting from this RFP will be furnished to each successful Supplier and shall result in a binding contract without further action by either party. It shall be the successful Supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions, or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

## **B.17. Supplier Invoices**

**B.17.1.** The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice, and receive payment. If the Supplier wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.

**B.17.1.1.** Invoicing shall be made in accordance with the instructions of the agency or division issuing the purchase order.

**B.17.1.2.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of Management and Enterprise Services for a copy of the regulations.

**B.17.1.3.** In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

**B.17.2.** See A.18 for further invoicing information.

## **B.18. State Purchase Care (P-Card)**

**B.18.1. SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARE (P-CARD). FAILURE TO ACCEPT THE P-CARD WILL BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

**B.18.2. SIGNATURE OF ACCEPTANCE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_.

## **B.19. State and Federal Taxes**

**B.19.1.** Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

## **B.20. Oral Agreements**

**B.20.1.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by Central Purchasing.

## **B.21. Minor Deficiencies or Minor Informalities**

**B.21.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a proposal or variation in a proposal from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. 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.21.2.** The State Purchasing Director may waive minor deficiencies or informalities in a proposal if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for proposal rejection.

## **B.22. Electronic Submission**

**B.22.1.** All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.1 of the RFP. Submissions will not be accepted via email. This term overrides any terms in Section A requiring submission of hard-copy.

## **B.23. Department of Corrections Security**

**B.23.1.** Supplier's employees, agents, and representatives shall comply with all security and identification procedures at DOC facilities. DOC is responsible for alerting the Supplier to these requirements prior to the commencement of work. Security requirements may include, but are not limited to:

**B.23.1.1.** Identification: All employees, agents, and representatives of the Supplier, while working on State property, shall carry or display acceptable identification.

**B.23.1.2.** Vehicle Security: Drivers must turn off vehicle motors and lock cab doors whenever their car/truck is unattended. Cars/trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.

- B.23.1.3.** Offender Contact: Supplier's 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.23.1.4.** 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., are searched with x-ray equipment. Drug K-9s may also be used to search persons, vehicles, packages, and equipment.
- B.23.1.5.** Contraband: Supplier'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 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.23.1.6.** Security Clearance: Supplier's 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 Supplier shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facilities discretion, Supplier shall comply with any requests to reassign a Supplier's 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.24. Tobacco Use Prohibited**

- B.24.1.** The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of the State of Oklahoma, including parking lots owned or under the control of the State of Oklahoma.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Purpose of the RFP**

- C.1.1.** The purpose of this RFP is to select a Supplier that can enter into an indefinite quantity statewide contract to provide single-serve full entrée microwavable shelf-stable/frozen Kosher certified, Halal certified, or any other specialized needs certified meals. These meals are for inmate consumption or for use by any other facilities housing clients/consumers that have a need for Kosher, Halal, or specialized needs meals due to dietary and nutritional requirements of the applicable population.
- C.1.2.** The State intends to establish one or more contracts to satisfy the requirements of products listed in this solicitation. In the best interest of the State, the State reserves the right to add additional Suppliers at any time to ensure complete coverage to Authorized Users.
- C.1.3.** It shall be the responsibility of the Authorized User's Dietician/Food Service to ensure that each meal is in compliance with their Master Menu.
  - C.1.3.1.** In the case of the Oklahoma Department of Corrections (DOC), it is the DOC OP-070202.

### **C.2. Specifications**

#### **C.2.1. Quantities/Deliveries**

- C.2.1.1.** The State reserves the right to order any quantity necessary to meet the requirements of the State. No guarantee is made by the State to purchase any set amount of product from any awarded contractor. All deliveries, with the exception of orders that are less than the minimum order requirement shall be shipped F.O.B. Destination with all shipping charges being the responsibility of the Contractor at no cost to the State. Shipment is to be made by freight, parcel post, express, or commercial package delivery whichever is the most economical method for proper delivery of the item. Deliveries will be made to any Authorized User's location(s) within the State of Oklahoma.

- C.2.1.1.1.** For example, at the present time the DOC needs delivery to be made to the address listed below; but, other DOC locations may be added during the course of the contract.

Department of Corrections

Agri-Services – JBCC

1301 N. West Street

McAlester, OK 74502

#### **C.2.2. Shelf Life**

- C.2.2.1.** Shelf life of each shelf-stable meal is to be a minimum of two years from date of shipment and have Kosher certified, Halal certified, and/or specialized needs meal documentation on each meal. Proof of shelf life and other documentation can be indicated by the requirements listed in C.2.3.

**C.2.3. Literature**

- C.2.3.1.** Suppliers are to only provide descriptive literature of the product lines being offered. Any references that may appear in the descriptive literature which alter the terms and conditions and specifications of the bid such as F.O.B. Shipping Point, Prices Subject to Change, non-Kosher certified, non-Halal certified, etc. will be disregarded by the State and not accepted or become part of the contract.
- C.2.3.2.** Literature and price lists are to only include Kosher certified, Halal certified, and/or specialized needs certified meals. Literature is to include the nutritional information for each meal being bid. Meals are to be a minimum of 12 oz. per meal, minimum of 320 calories, shall not include any foil packaging, and the tray shall be constructed of Polypropylene (PP).
- C.2.3.3.** Documentation pertaining to these items can be accomplished by submission on the required CD or by providing a link to the manufacturer(s)'s most current established price list and product description. The username and password are to be included if required to see pricing/product description.

**C.2.4. Pricing**

- C.2.4.1.** Suppliers are to provide proposed pricing off of the manufacturer's list price. Suppliers are to provide the Manufacturer's published descriptive literature and price list that is in effect at the time of the solicitation submission and upon which the solicitation response is based. See Section H.

**C.2.5. Special Charges**

- C.2.5.1.** There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge, or any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The Contractor must provide merchandise in unit quantity(s) as indicated in the solicitation/solicitation response/contract.

**C.2.6. Minimum Order Requirements/Full Truck Load Discount**

- C.2.6.1.** For orders placed by the State where the total is less than the minimum order threshold established by the contract/award, the State shall reimburse Contractor for shipping costs. Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item, F.O.B. destination. The cost of transportation from the originating shipping point to the State destination, on such orders, shall be prepaid by the Contractor and added to the invoice for reimbursement by the State
- C.2.6.2.** Suppliers are to list if they have a minimum order requirement.
  - C.2.6.2.1.** Minimum order: Yes \_\_\_\_ No \_\_\_\_\_. If yes, what is your minimum order?  
\_\_\_\_\_.
- C.2.6.3.** Suppliers are to list if they have a full truck loan discount.
  - C.2.6.3.1.** Full truck load discount: Yes \_\_\_\_ No \_\_\_\_\_. If yes, what is your full truck load discount?
    - 1<sup>st</sup> contract period discount: \_\_\_\_%
    - 2<sup>nd</sup> contract period discount: \_\_\_\_%
    - 3<sup>rd</sup> contract period discount: \_\_\_\_%
    - 4<sup>th</sup> contract period discount: \_\_\_\_%
    - 5<sup>th</sup> contract period discount: \_\_\_\_%

**D. EVALUATION**

**D.1. Evaluation Method**

- D.1.1.** This contract will be awarded by the lowest and best method.

**D.2. Evaluation Factors**

- D.2.1.** Cost. (See Section C.2.4 and Section H)
- D.2.2.** Adherence/acceptance of the solicitation requirements. (See Sections C.2.3 and C.2.6)
- D.2.3.** Prompt Payment Discounts. (See A.18)

**E. INSTRUCTIONS TO BIDDER**

**E.1. Response Format**

- E.1.1.** Supplier is to submit one (1) complete copy of their response on a CD which includes the completed proposal including the scanned images of the required OMES signed forms. The CD must be an unprotected document.

Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the CD with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.

- E.1.2. Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.1.3. Please ensure that your Discs are marked clearly with the RFP Number.
- E.1.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

## E.2. Response Instructions

- E.2.1. Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.2.2. Suppliers are to complete the Non-Collusion Form.
- E.2.3. The Supplier's response is to contain any required responses listed in Section C. (See C.2.3 and C.2.6)
- E.2.4. Suppliers are to provide their signature and date on B.19.
- E.2.5. Suppliers are to provide the pricing requested in the examples listed in Section H.

## F. CHECKLIST

- F.1. Responding Bidder Information Form
- F.2. Non-Collusion Form
- F.3. Insurance Information
- F.4. Other solicitation response requirements

## G. OTHER

### G.1. Question Submittal

- G.1.1. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **May 31, 2017 at 11:00 a.m.** Central Daylight Time. Questions are to be emailed to [Linda.Lechtenberg@omes.ok.gov](mailto:Linda.Lechtenberg@omes.ok.gov). Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

### G.2. Attachment A

- G.2.1. Usage Report Template

## H. PRICE AND COST

### H.1. 1<sup>st</sup> Contract Period Pricing

- H.1.1. Kosher Certified Meals
  - H.1.1.1. List price: \$ \_\_\_\_\_.
  - H.1.1.2. Percentage discount: \$ \_\_\_\_\_.
  - H.1.1.3. Net cost: \$ \_\_\_\_\_.
- H.1.2. Halal Certified Meals
  - H.1.2.1. List price: \$ \_\_\_\_\_.
  - H.1.2.2. Percentage discount: \$ \_\_\_\_\_.
  - H.1.2.3. Net cost: \$ \_\_\_\_\_.
- H.1.3. Other Specialized Needs Meals
  - H.1.3.1. List price: \$ \_\_\_\_\_.
  - H.1.3.2. Percentage discount: \$ \_\_\_\_\_.
  - H.1.3.3. Net cost: \$ \_\_\_\_\_.

### H.2. Renewal Years Percentage Off List Price

**H.2.1. Kosher Certified Meals**

**H.2.1.1.** 2<sup>nd</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.1.2.** 3<sup>rd</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.1.3.** 4<sup>th</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.1.4.** 5<sup>th</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.2. Halal Certified Meals**

**H.2.2.1.** 2<sup>nd</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.2.2.** 3<sup>rd</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.2.3.** 4<sup>th</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.2.4.** 5<sup>th</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.3. Other Specialized Needs Meals**

**H.2.3.1.** 2<sup>nd</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.3.2.** 3<sup>rd</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.3.3.** 4<sup>th</sup> contract period: \_\_\_\_\_% off mfg. list price.

**H.2.3.4.** 5<sup>th</sup> contract period: \_\_\_\_\_% off mfg. list price.