



## Solicitation

1. Solicitation #: 1310004023

2. Solicitation Issue Date: 5/3/2016

3. Brief Description of Requirement:

Canteen / Commissary Services for Department of Corrections

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>: 6/9/2016

Time: 3:00pm CST/CDT

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

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

Office of Management and Enterprise Services  
Central Purchasing  
5005 N. Lincoln Blvd., Suite 300  
Oklahoma City, OK 73105

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

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

7. Requesting Agency: Oklahoma Department of Corrections

8. Contracting Officer:

Name: Jacob M. Charries  
Phone: (405) 522-1040  
Email: [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@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



## Responding Bidder Information

*"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/faq.html#c221>



## 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 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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**State of Oklahoma**  
**Office of Management and Enterprise**  
**Services**  
**Information Services Division**

**Solicitation**

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## **A. GENERAL PROVISIONS**

The following provisions shall apply where and as applicable to this Solicitation.

### **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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

### **A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
  - A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
  - A.2.1.2.** Have not within a three-year period preceding this Contract been convicted of 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.2.1.3.** 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 foregoing offenses enumerated in this certification; and

**A.2.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

**A.2.2.** Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

### **A.3. Bid Public Opening**

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

### **A.4. Late Bid**

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

### **A.5. Legal Contract**

By submitting a Bid to this Solicitation:

**A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

**A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

**A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.

**A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### **A.6. Pricing**

**A.6.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

**A.6.2.** Bidders guarantee unit prices to be correct.

**A.6.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.

**A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

### **A.7. Firm Fixed Price**

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

### **A.8. Pricing Requirements**

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

### **A.9. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in this 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 it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is 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 shall 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.10. Rejection of Offer**

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 580:15-4-11

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

## **A.11. Award of Contract**

- A.11.1.** The State 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 to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

## **A.12. Contract Modification**

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.12.2.** Any change to the Contract, including 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 OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

## **A.13. Delivery, Inspection and Acceptance**

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

## **A.14. Invoicing and Payment**

- A.14.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.

## **A.15. Audit and Records Clause**

- A.15.1.** 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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action

involving such records is started before the end of the seven-year period, the records are required to be maintained for two (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.16. Non-Appropriation Clause**

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

#### **A.17. Choice of Law and Venue**

- A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.
- A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

#### **A.18. Termination for Cause**

- A.18.1.** The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.
- A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

#### **A.19. Termination for Convenience**

- A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

#### **A.20. Insurance**

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

#### **A.21. Employment Relationship**

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

#### **A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify), as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

#### **A.23. Compliance with Applicable Laws**

**A.23.1.** In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

**A.23.2.** The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

**A.23.3.** The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

#### **A.24. Gratuities**

The rights of Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

#### **A.25. Preclusion from Resulting Contracts**

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

## **A.26. Mutual Responsibilities**

The State and Supplier agree that:

- A.26.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

## **A.27. Background Checks and Verifications**

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

## **A.28. Confidentiality**

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

## **A.29. Unauthorized Obligations**

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

## **A.30. Electronic and Information Technology Accessibility**

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at [http://www.ok.gov/cio/documents/isd\\_itas.pdf](http://www.ok.gov/cio/documents/isd_itas.pdf) and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

## **A.31. Patents and Copyrights**

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided

the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

**A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

**A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

## **A.32. Assignment**

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

## **A.33. Severability**

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **A.34. Paragraph Headings**

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

## **A.35. Failure to Enforce**

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

## **A.36. Conflict of Interest**

**A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.

**A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

## **A.37. Limitation of Liability**

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

### **A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.38.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

### **A.39. Offshore Services**

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

### **A.40. Failure to Provide**

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

### **A.41. Agency Policies**

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

### **A.42. Compliance with Technology Policies**

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: [www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG\\_osf\\_12012008.pdf](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

### **A.43. High Technology System Performance and Upgrades**

- A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.
- A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

### **A.44. Emerging Technologies**

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

### **A.45. Ownership Rights**

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and

materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.

- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.
- A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.45.7.** Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

#### **A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31**

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

#### **A.47. Right to Renegotiate**

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

#### **A.48. Used or New Products**

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.



#### **A.49. Publicity**

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

#### **A.50. Mandatory and Non-Mandatory Terms**

- A.50.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.
- A.50.2.** Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

#### **A.51. Non Tobacco – Smoke Free**

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

#### **A.52. OMES - ISD / Agency Relationship**

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

#### **A.53. Acceptance of Solicitation Content**

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

#### **A.54. Special Provisions**

Special Provisions 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 Term, Renewal and Extension Option**

- B.1.1.** The initial contract period shall begin on the effective date of July 1, 2016, or date of award if not awarded by that date, and shall extend through June 30, 2017 unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be nine (9) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.



- B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

## **B.2. Obligations of Permitted Subcontractor**

- B.2.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

## **B.3. Supplier Services**

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

### **B.1. Contract Type**

- B.1.1.** The awarded contract shall be a single source, indefinite delivery and indefinite quantity contract.

### **B.2. All or None Award**

- B.2.1.** 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.3. Consumption/Usage**

- B.3.1.** 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.4. Assignments or Subcontracting**

- B.4.1.** SUPPLIER 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 Supplier's proposal or otherwise requested by SUPPLIER and approved in writing 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 SUPPLIER's obligations under the contract. All costs and responsibilities associated with compliance of a subcontractor shall be the responsibility of SUPPLIER.

### **B.5. Contract Negotiations**

- B.5.1.** 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 SUPPLIER 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.

### **B.6. Confidential Information**

- B.6.1.** During the performance of this contract, confidential and proprietary inmate information may be made available to the SUPPLIER. SUPPLIER shall maintain the confidentiality of the inmate information. SUPPLIER will not disclose any inmate information to any third party without prior written authorization from DOC.

**B.7. Extension of Contract**

- B.7.1.** 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.8. Funding**

- B.8.1.** Due to possible future reductions in State and/or Federal appropriations, DOC 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, DOC may terminate or reduce the contract in consideration and upon notice in writing to SUPPLIER. DOC shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, SUPPLIER will be paid for products and/or services provided up to the effective date of termination.

**B.9. Definitions/Acronyms**

- B.9.1.** Bag and Drop - A component of the canteen system that allows an inmate to purchase a variety of common food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc., from SUPPLIER who processes and delivers the order to the inmate's facility. DOC does not currently utilize a Bag and Drop canteen component at any of its facilities.
- B.9.2.** Canteen Store— A component of the canteen system that is a storefront location in a prison operated by DOC staff where inmates are allowed to purchase a variety of common food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc.
- B.9.3.** Canteen System - The overall system that allows the DOC inmate population 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 package sales components upon the award and implementation of this contract.
- B.9.4.** CWC (Community Work Center) - a community based facility operated by DOC (see Attachment A for a list of all CWC's).
- B.9.5.** CCC (Community Corrections Center) – a community based facility operated by DOC (see Attachment A for a list of all CCC's).
- B.9.6.** SUPPLIER – a corporation or legal entity under Oklahoma law qualified and capable of fulfilling the specifications of the solicitation selected by DOC to fulfill the provision of services required.
- B.9.7.** DOC – Oklahoma Department of Corrections
- B.9.8.** DOC Contract Monitor – designated DOC employee(s) responsible for the day to day oversight and monitoring of the contract to ensure compliance and SUPPLIER performance. This person(s) will represent DOC as the main point of contact for all issues related to the contract.
- B.9.9.** Facility – any DOC location that houses inmates including prisons, CWC's, or CCC's (see Attachment B for a map of all DOC facilities).
- B.9.10.** 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.9.11.** Items - products offered for sale through the canteen system
- B.9.12.** OBS - DOC's Offender Banking System
- B.9.13.** OMS – DOC's Offender Management System
- B.9.14.** OMES-CP - Office of Management and Enterprise Services, Central Purchasing Division
- B.9.15.** Inmate – 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.9.16.** Prison – a maximum, medium, or minimum prison within DOC (see Attachment C for a list of all prisons).
- B.9.17.** 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.9.18.** Package Sales - A component of the canteen system that allows an inmate or friends/family of an inmate to purchase food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc., from SUPPLIER who processes and delivers the order to the facility where the inmate is housed.

**B.9.19.** Request For Proposal (RFP) or solicitation – these terms are interchangeable and refer to this document and any related documents that outline the requirements and specifications of the services being sought.

**B.9.20.** Supplier or supplier – any corporation or legal entity qualified under Oklahoma law to respond to this solicitation.

## **B.10. Security**

**B.10.1.** SUPPLIER's employees, agents, and representatives shall comply with all security and identification procedures at DOC facilities. DOC is responsible for alerting SUPPLIER to these requirements prior to the commencement of work. Security requirements may include, but are not limited to:

**B.10.1.1.** Identification: All employees, agents, and representatives of SUPPLIER, while working on DOC property, shall carry or display acceptable identification.

**B.10.1.2.** 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.10.1.3.** Inmate Contact: SUPPLIER's employees, agents, and representatives shall minimize interaction with inmates and shall report any verbal contact with inmates to DOC facility security staff before leaving the site.

**B.10.1.4.** 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, and other containers will be searched and/or scanned x-ray equipment. Drug K-9's may also be used to search persons, vehicles, packages, and equipment.

**B.10.1.5.** 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. Facility security staff 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.10.1.6.** 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. SUPPLIER shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facility's discretion, SUPPLIER shall comply with any requests to reassign a SUPPLIER 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.10.1.7.** 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.11. Dispute Resolution**

**B.11.1.** 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 OMES-CP. 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.12. Covenant Against Contingent Fees**

**B.12.1.** The Supplier 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 DOC 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, SUPPLIER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. SUPPLIER 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. SUPPLIER 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.** SUPPLIER 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 SUPPLIER pursuant thereto.

**B.15. Binding Effect**

**B.15.1.** This contract shall be binding upon and inure to the benefit of DOC and SUPPLIER and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**B.16. Prior Understandings**

**B.16.1.** 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.17. Breach of Contract**

**B.17.1.** Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give DOC cause to cancel the contract under the Termination for Cause clause. In the event of cancellation of this contract, SUPPLIER shall not be entitled to damages and agrees not to sue the STATE for damages thereof. After notice of cancellation, SUPPLIER 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 DOC because of the cancellation. SUPPLIER agrees to indemnify DOC for its costs in procuring the services of a new SUPPLIER.

**B.18. Minor Deficiencies or Informalities**

**B.18.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a response or variation in a response 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.18.2.** OMES-CP may waive minor deficiencies or informalities in a response if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other suppliers, or are not a cause for response rejection.

**B.19. Contract Type**

**B.19.1.** The awarded contract shall be a single source, indefinite delivery and indefinite quantity contract.

**B.20. All or None Award**

**B.20.1.** 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.21. Consumption/Usage**

**B.21.1.** 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.22. Assignments or Subcontracting**

**B.22.1.** SUPPLIER 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 Supplier's proposal or otherwise requested by SUPPLIER and approved in writing 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 SUPPLIER's obligations under the contract. All costs and responsibilities associated with compliance of a subcontractor shall be the responsibility of SUPPLIER.

**B.23. Contract Negotiations**

**B.23.1.** 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 SUPPLIER 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.

**B.24. Confidential Information**

- B.24.1.** During the performance of this contract, confidential and proprietary inmate information may be made available to the SUPPLIER. SUPPLIER shall maintain the confidentiality of the inmate information. SUPPLIER will not disclose any inmate information to any third party without prior written authorization from DOC.

**B.25. Extension of Contract**

- B.25.1.** 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.26. Funding**

- B.26.1.** Due to possible future reductions in State and/or Federal appropriations, DOC 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, DOC may terminate or reduce the contract in consideration and upon notice in writing to SUPPLIER. DOC shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, SUPPLIER will be paid for products and/or services provided up to the effective date of termination.

**B.27. Definitions/Acronyms**

- B.27.1.** Bag and Drop - A component of the canteen system that allows an inmate to purchase a variety of common food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc., from SUPPLIER who processes and delivers the order to the inmate's facility. DOC does not currently utilize a Bag and Drop canteen component at any of its facilities.
- B.27.2.** Canteen Store— A component of the canteen system that is a storefront location in a prison operated by DOC staff where inmates are allowed to purchase a variety of common food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc.
- B.27.3.** Canteen System - The overall system that allows the DOC inmate population 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 package sales components upon the award and implementation of this contract.
- B.27.4.** CWC (Community Work Center) - a community based facility operated by DOC (see Attachment A for a list of all CWC's).
- B.27.5.** CCC (Community Corrections Center) – a community based facility operated by DOC (see Attachment A for a list of all CCC's).
- B.27.6.** SUPPLIER – a corporation or legal entity under Oklahoma law qualified and capable of fulfilling the specifications of the solicitation selected by DOC to fulfill the provision of services required.
- B.27.7.** DOC – Oklahoma Department of Corrections
- B.27.8.** DOC Contract Monitor – designated DOC employee(s) responsible for the day to day oversight and monitoring of the contract to ensure compliance and SUPPLIER performance. This person(s) will represent DOC as the main point of contact for all issues related to the contract.
- B.27.9.** Facility – any DOC location that houses inmates including prisons, CWC's, or CCC's (see Attachment B for a map of all DOC facilities).
- B.27.10.** 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.27.11.** Items - products offered for sale through the canteen system
- B.27.12.** OBS - DOC's Offender Banking System
- B.27.13.** OMS – DOC's Offender Management System
- B.27.14.** OMES-CP - Office of Management and Enterprise Services, Central Purchasing Division
- B.27.15.** Inmate – 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.27.16.** Prison – a maximum, medium, or minimum prison within DOC (see Attachment C for a list of all prisons).
- B.27.17.** 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.27.18.** Package Sales - A component of the canteen system that allows an inmate or friends/family of an inmate to purchase food and non-food items, such as hygiene items, snacks, writing instruments, clothing etc., from SUPPLIER who processes and delivers the order to the facility where the inmate is housed.

**B.27.19.** Request For Proposal (RFP) or solicitation – these terms are interchangeable and refer to this document and any related documents that outline the requirements and specifications of the services being sought.

**B.27.20.** Supplier or supplier – any corporation or legal entity qualified under Oklahoma law to respond to this solicitation.

## **B.28. Security**

**B.28.1.** SUPPLIER's employees, agents, and representatives shall comply with all security and identification procedures at DOC facilities. DOC is responsible for alerting SUPPLIER to these requirements prior to the commencement of work. Security requirements may include, but are not limited to:

**B.28.1.1.** Identification: All employees, agents, and representatives of SUPPLIER, while working on DOC property, shall carry or display acceptable identification.

**B.28.1.2.** 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.28.1.3.** Inmate Contact: SUPPLIER's employees, agents, and representatives shall minimize interaction with inmates and shall report any verbal contact with inmates to DOC facility security staff before leaving the site.

**B.28.1.4.** 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, and other containers will be searched and/or scanned x-ray equipment. Drug K-9's may also be used to search persons, vehicles, packages, and equipment.

**B.28.1.5.** 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. Facility security staff 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.28.1.6.** 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. SUPPLIER shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facility's discretion, SUPPLIER shall comply with any requests to reassign a SUPPLIER 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.28.1.7.** 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.29. Dispute Resolution**

**B.29.1.** 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 OMES-CP. 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.30. Covenant Against Contingent Fees**

**B.30.1.** The Supplier 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 DOC 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.31. Equal Employment Opportunity**

**B.31.1.** In connection with the execution of this contract, SUPPLIER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. SUPPLIER 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. SUPPLIER further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **B.32. Title VI – Civil Rights Act of 1964**

**B.32.1.** SUPPLIER 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 SUPPLIER pursuant thereto.

**B.33. Binding Effect**

**B.33.1.** This contract shall be binding upon and inure to the benefit of DOC and SUPPLIER and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**B.34. Prior Understandings**

**B.34.1.** 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.35. Breach of Contract**

**B.35.1.** Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give DOC cause to cancel the contract under the Termination for Cause clause. In the event of cancellation of this contract, SUPPLIER shall not be entitled to damages and agrees not to sue the STATE for damages thereof. After notice of cancellation, SUPPLIER 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 DOC because of the cancellation. SUPPLIER agrees to indemnify DOC for its costs in procuring the services of a new SUPPLIER.

**B.36. Minor Deficiencies or Informalities**

**B.36.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a response or variation in a response 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.36.2.** OMES-CP may waive minor deficiencies or informalities in a response if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other suppliers, or are not a cause for response rejection.

**C. SOLICITATION SPECIFICATIONS**

**C.1. Overview and Desired Results**

**C.1.1.** The purpose of this RFP is to establish a contract with one SUPPLIER 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 SUPPLIER is separated into three (3) distinct components as defined below:

**C.1.1.1.** Canteen Stores Inventory Items – SUPPLIER 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 - SUPPLIER will provide an ordering and distribution system that fulfills individual orders of items to inmates 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.** Package Sales – SUPPLIER will provide an ordering and distribution system that fulfills orders of packages of predefined special/ items at least twice a year to inmates 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.1.1.5.** DOC's Offender Banking System (OBS) shall be used for all three (3) components. SUPPLIER's system shall not interface with DOC's Offender Management System (OMS) or any other DOC software system except for the OBS.

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

**C.2.1.** The overall purpose of this component is for SUPPLIER to satisfy DOC's need for wholesale purchases of approximately \$12,824,000 annually in bulk canteen items for re-sale through canteen stores located across the state of Oklahoma at 17 DOC prisons. The estimated amount of \$12,824,000 includes \$12,453,000 of common food and non-food items, and \$371,000 of postage sales. DOC will remain the operator of the DOC canteen stores

and will remain the seller of the canteen items directly to inmates. DOC's canteen staff have email accounts and access to online web applications. For this component, SUPPLIER shall not accept orders directly from inmates.

**C.2.2. Ordering System:**

**C.2.2.1.** SUPPLIER 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. DOC's OBS generates the orders. SUPPLIER's system shall accept the orders electronically by at least one of the following methods: e-mail, web service, FTP transfer. SUPPLIER may propose an additional electronic method. SUPPLIER shall accept phone orders and paper orders in case of temporary failure of the electronic method(s). See Section C.5.17. for more information regarding DOC's existing OBS System and additional requirements.

**C.2.2.2.** SUPPLIER's ordering system shall track and provide/report a history of orders by prison.

**C.2.2.3.** SUPPLIER'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.** SUPPLIER shall also provide a backup/alternative ordering option that allows the prison to call SUPPLIER's representative for completion of the order if technical issues arise.

**C.2.2.5.** SUPPLIER 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.** SUPPLIER 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.** DOC reserves the right to add, delete, or otherwise modify items on the Master Canteen Store Items List at any time during the term of the contract. Such changes shall be made in writing by DOC and will become effective only after adequate notification to SUPPLIER. Sufficient time will be granted for SUPPLIER to deplete any stock of items to be deleted from the approved Master Canteen Store Items List, for which 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.** SUPPLIER may submit a request to the DOC Contract Monitor in writing to add or delete an item on the approved Master Canteen Store Items List. Only items approved by DOC will be added or deleted.

**C.2.4. Supplier Provided Equipment:** SUPPLIER 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. DOC's existing equipment will stay in place at the beginning of the contract period. DOC will provide a list of DOC's equipment to SUPPLIER. SUPPLIER shall replace or repair equipment as it breaks or expires. All repairs to DOC property shall remain the property of DOC. All equipment which is owned and installed by SUPPLIER shall remain the property of SUPPLIER. In the event of failure or expiration of any equipment, SUPPLIER shall repair or replace the equipment within one week from the time of failure.

**C.2.5. Specifications & Freshness Parameters:** SUPPLIER 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 inmate to consume the item before quality deteriorates.

**C.2.6. Delivery:**

**C.2.6.1.** SUPPLIER 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.** SUPPLIER shall be capable of handling alternate delivery days and times in order to accommodate scheduled holidays and force majeure events.

**C.2.6.5.** SUPPLIER 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 and agreed upon time will be at SUPPLIER's expense.

**C.2.6.7.** SUPPLIER 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. SUPPLIER will assume risk of loss until delivery to the designated prison.



**C.2.7. Wrong items, returns and damages:**

**C.2.7.1.** SUPPLIER 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. SUPPLIER will be responsible for all costs incurred in dealing with these issues.

**C.2.7.2.** SUPPLIER 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 SUPPLIER.

**C.2.7.4.** DOC shall notify SUPPLIER of any damaged, out of date, incorrect, or missing items. SUPPLIER may request pictures of damaged, out of date, or incorrect items and shall notify DOC how they plan to pick-up/return the items at their own expense.

**C.2.7.5.** Damages to items caused by DOC inmates 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.** SUPPLIER 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 SUPPLIER 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 inmates housed at DOC CWC's and CCC's. CWC and CCC inmates will not be allowed to make purchases outside of their facilities. It is our intent that this will be the primary way for these inmates to receive canteen items.

**C.3.1.2.** DOC does not currently provide canteen services to inmates at CWC's and CCC's.

**C.3.1.3.** Generally, inmates at CWC's and CCC's are allowed to spend up to \$140/week for canteen.

**C.3.1.4.** Currently there are a total of approximately 2,500 inmates statewide at CWC's and CCC's.

**C.3.2. Ordering System:**

**C.3.2.1.** SUPPLIER shall provide an automated ordering system that accepts orders only from individual CWC and CCC inmates with limited or no DOC staff assistance/oversight. Bulk orders will not be used in this component. SUPPLIER shall also provide a system to accept phone orders and paper orders in case of temporary failure of the electronic method(s). The weekly sales amount per inmate of consumables shall not exceed the limit as identified by DOC. The limit must be able to be changed in the ordering system at DOC's request.

**C.3.2.2.** The ordering system shall allow orders to be placed utilizing a secure portal and real time interface with DOC's existing Offender Banking System (OBS) (see Section C.5.17.) to verify availability of funds in the inmate's trust account in real time as orders are taken. The OBS will identify inmates which are canteen restricted. For inmates who are canteen restricted, SUPPLIER'S ordering system shall limit the inmate's order to only those items identified in Attachment E as "Allowed When Canteen Restricted".

**C.3.2.3.** The ordering system shall provide security features to eliminate or prevent unauthorized use/ordering. The ordering system shall provide 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/report a history of orders by inmate.
- C.3.2.5.** The ordering system shall update with regards to SUPPLIER's available stock to prevent the inmate from ordering items that are unavailable. No backorders or automatic substitutions will be allowed.
- C.3.2.6.** SUPPLIER shall provide equipment to each CWC/CCC sufficient to handle orders from the number of inmates at each CWC/CCC in a timely manner. SUPPLIER shall be responsible for all materials, maintenance and associated costs with providing the ordering system. In the event of failure of any of SUPPLIER's equipment, SUPPLIER shall repair or replace the equipment within one week from the time of failure.
- C.3.3. Bag and Drop Items List:**
  - C.3.3.1.** SUPPLIER shall make available for inmates 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.** DOC reserves the right to add, delete, or otherwise modify items on the approved Bag and Drop Items List any time during the term of the contract. Such changes shall be made in writing by DOC and will become effective only after adequate notification to SUPPLIER. Sufficient time will be granted for SUPPLIER to deplete any stock of items to be deleted from the approved Bag and Drop Items List, for which 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.** SUPPLIER may submit a request to the DOC Contract Monitor in writing to add or delete an item on the approved Bag and Drop Items List . Only items approved by DOC will be added or deleted.
- C.3.4. Specifications & Freshness Parameters:** SUPPLIER 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 inmate to store and consume the item before quality deteriorates.
- C.3.5. Delivery:**
  - C.3.5.1.** SUPPLIER 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.** SUPPLIER shall be capable of handling alternate delivery days and times in order to accommodate scheduled holidays and force majeure events.
  - C.3.5.5.** SUPPLIER 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 and agreed upon time will be at SUPPLIER's expense.
  - C.3.5.7.** SUPPLIER 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.** All deliveries shall be F.O.B. Destination. SUPPLIER will assume risk of loss until delivery to the designated CWC or CCC.
- C.3.6. Order Packaging:** SUPPLIER shall deliver the orders in individual clear sealed plastic bags clearly labeled with the inmate's name and DOC number.
- C.3.7. Order Receipt:** Two copies of a detailed receipt shall be provided for each inmate 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.** Inmate name
  - C.3.7.5.** Inmate 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 inmates.

**C.3.8.2.** The inmate 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 inmate will be provided with the 2nd copy of the receipt.

**C.3.8.4.** The inmate must inspect their order prior to opening the sealed bag and signing the receipt for acceptance. Once the inmate has accepted the order, they will not be eligible to receive credit for any discrepancy.

**C.3.8.5.** SUPPLIER shall credit/refund any item discrepancy or damaged item reported by the inmate and verified by DOC staff. SUPPLIER 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 SUPPLIER 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. SUPPLIER will be responsible for all costs incurred in dealing with these issues.

**C.3.9.2.** SUPPLIER shall issue a credit to the inmate within 48 hours for reported and verified damaged items.

**C.3.9.3.** Items damaged during delivery will remain the property of SUPPLIER.

**C.3.9.4.** Damages to items caused by DOC inmates or staff shall be the responsibility of DOC.

**C.3.10.** Percentage Commission: SUPPLIER shall issue a monthly payment to DOC equal to 15% of gross monthly sales.

**C.4.** Package Sales Component

**C.4.1.** Purpose of the Package Sales Component:

**C.4.1.1.** The overall purpose of this component is for SUPPLIER to satisfy DOC's need for services that will provide inmates at all DOC facilities and their friends or families an opportunity, at least 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, for delivery to the inmate. A package sale will occur in the 2nd quarter and in the 4th quarter of each year. Additional package sales may be added at the sole discretion of DOC.

**C.4.1.2.** DOC has operated both a Summer and Winter Package sale for several years. The 2014 Summer Package Sale generated \$360,000 in sales. Historically multiple suppliers were allowed to participate in the package sales and the packages were only made available to those inmates housed in the 17 prisons. With the award of this contract, SUPPLIER will provide all package sales and packages will be made available to inmates housed in all DOC prisons, CWC's and CCC's.

**C.4.2.** Ordering System:

**C.4.2.1.** SUPPLIER shall provide an automated ordering system that accepts orders from people outside of the DOC system. SUPPLIER shall also provide an ordering system that accepts orders from inmates within DOC facilities. The ordering system shall combine all orders received from all sources into one package for delivery to the designated inmate. The total comprehensive amount from all order sources shall not exceed the package limit as identified by DOC. The package limit must be able to be changed in the ordering system at DOC's request. SUPPLIER shall accept phone orders and paper orders in case of temporary failure of the electronic method(s).

**C.4.2.2.** The ordering system shall facilitate orders placed by inmates 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 inmates at prisons with limited or no DOC staff assistance/oversight.

**C.4.2.4.** Inmates may only place orders for delivery to themselves. The ordering system shall restrict inmate orders from being sent to other inmates.

**C.4.2.5.** The ordering system shall provide a mechanism for SUPPLIER 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.5.17.) to verify availability of funds in the inmate's trust account when an order is being placed by an inmate in a DOC facility.
- C.4.2.7.** The ordering system shall accept multiple orders for each inmate and limit the comprehensive total of all orders placed from exceeding the per inmate 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/report a history of all orders sent to each inmate. SUPPLIER shall provide this information to the DOC Contract Monitor at the conclusion of each package sale.
- C.4.2.10.** The ordering system shall not allow backorders or automatic substitutions.
- C.4.2.11.** SUPPLIER shall provide equipment to each CWC/CCC sufficient to handle the number of orders at each CWC/CCC in a timely manner. SUPPLIER shall be responsible for all materials, maintenance and associated costs with providing the ordering system. In the event of failure of any of SUPPLIER'S equipment, SUPPLIER shall repair or replace the equipment within one week from the time of failure.
- 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 SUPPLIER and DOC.
- C.4.4.** Delivery Period: Although delivery time will be coordinated between SUPPLIER and DOC, it is expected that the 2nd quarter packages will be delivered in July and the 4th quarter packages will be delivered in December.
- C.4.5.** Approved Item List: At least 60 calendar days prior to each package sale, SUPPLIER 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 item identification number. DOC will reply back within 30 calendar days of receipt of the list with a final approved product list to SUPPLIER. SUPPLIER will then develop catalogs and ship them to all DOC facilities at SUPPLIER'S expense.
- C.4.6.** Pricing: SUPPLIER 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.** Packages shall be limited to one package per inmate with a total package limit equal to the weekly draw limit, which is currently \$140.
  - C.4.7.2.** Each inmate will only receive one package each time the program is run. If multiple orders are placed for the same inmate, SUPPLIER 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 inmates that may not qualify for the \$140 package limit. The DOC Contract Monitor will provide SUPPLIER with a list of inmates 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.** SUPPLIER 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.** SUPPLIER 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 and agreed time will be at SUPPLIER's expense.
  - C.4.8.6.** SUPPLIER 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.** All deliveries shall be F.O.B. Destination. SUPPLIER will assume risk of loss until delivery to the designated facility.
- C.4.9.** Order Packaging: SUPPLIER shall deliver the orders in individual clear sealed plastic bags clearly labeled with inmates' 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. Inmate's name
- C.4.10.5. Inmate's 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 inmates.
  - C.4.11.2. The inmate 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 inmate will be provided with the 2nd copy of the receipt.
  - C.4.11.4. The inmate must inspect their order prior to opening the sealed bag and signing the receipt for acceptance. Once the inmate has accepted the order, they will not be eligible to receive credit for any discrepancy.
  - C.4.11.5. SUPPLIER shall credit/refund any item discrepancy or damaged item reported by the inmate and verified by DOC staff. SUPPLIER 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., SUPPLIER 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. SUPPLIER 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 SUPPLIER.
  - C.4.12.3. Damages to items caused by DOC inmates or staff shall be the responsibility of DOC.
- C.4.13. Percentage Commission: No later than 45 days after delivery of each package sale, SUPPLIER shall issue a payment to DOC equal to 15% of the gross total sales for the package sale.

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

- C.5.1. Item Substitutions: SUPPLIER shall make no substitutions for products on the approved lists without prior written approval of DOC.
- C.5.2. Kosher & Halal Item Identification: SUPPLIER shall identify items that are kosher and/or halal certified.
- C.5.3. Item Quality: SUPPLIER shall provide only first quality merchandise. "First quality merchandise" is defined as store quality, no out of date products, and no open or damaged products.
- C.5.4. Items Unavailable: If SUPPLIER 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. SUPPLIER 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. SUPPLIER 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. SUPPLIER 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 SUPPLIER. If SUPPLIER 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. SUPPLIER may request price increases for individual items at any time during the contract period when the cost of an item to SUPPLIER 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 SUPPLIER. The price increase request must be submitted 30 days prior to the requested effective date.
- C.5.5.3.** To request a price increase, SUPPLIER 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.** SUPPLIER shall also request price decreases under the same circumstances for price increase requests described above in Section C.5.5.2. when there is a decrease in the market and/or their cost in the item. SUPPLIER 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: SUPPLIER 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: SUPPLIER shall maintain a minimum 97% fill rate per month across all DOC facilities. Fill rate shall be calculated as follows:  $\text{number of items delivered successfully on time} \div \text{by the number of items ordered by DOC} \times 100 = \text{Percentage Fill Rate}$ . SUPPLIER 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 SUPPLIER for any of the three components, with a 30 day advance notice to SUPPLIER.
- C.5.9.** New Items: During the term of the contract, SUPPLIER shall propose items that are new to the market for consideration and approval by DOC. SUPPLIER shall provide product samples for proposed new items when requested by DOC at no cost to DOC.
- C.5.10.** Account Manager/Customer Service System: SUPPLIER 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 inmate 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: SUPPLIER 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: SUPPLIER 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:** SUPPLIER shall honor sales tax exemptions for certain disabled veterans (see Section C.5.17.8.)

**C.5.14. Indemnification/Liability:**

**C.5.14.1.** SUPPLIER 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 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, SUPPLIER 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 SUPPLIER 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 SUPPLIER 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.** SUPPLIER 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. SUPPLIER 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.** SUPPLIER 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.** SUPPLIER 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 SUPPLIER'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 SUPPLIER shall be responsible for ensuring that all equipment, tools, keys, supplies, and materials comply with any and all rules, regulations, and procedures of 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: SUPPLIER'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: SUPPLIER'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 SUPPLIER's 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, SUPPLIER 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 Inmate Contact: SUPPLIER'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. SUPPLIER'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: 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 a facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery facility 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 inmates is prohibited and may be subject to criminal prosecution. SUPPLIER'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: SUPPLIER 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 inmate trust fund accounts and canteen operations called the Offender Banking System (OBS). The OBS tracks inmate account balances and system transactional data for inmates 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 supplier, Centric Group (CG)/Advanced Technologies Group (ATG). The supplier'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 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 inmates 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.** SUPPLIER's system shall interface with inmates' individual accounts in the OBS for only the Bag and Drop Services (Section C.3) and the Package Sales (Section C.4) components. SUPPLIER's system shall interface with the OBS for bulk orders only for the Canteen Store Inventory Items component (Section C.2).
- C.5.17.4.** DOC utilizes the OBS as the system of record for all inmates' financial information. OBS consist of two (2) accounting modules: trust accounting and canteen.



- C.5.17.5.** OBS updates its inmate data nightly from DOC's 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 treasurer 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. For sales directly to an inmate, our current system "locks" the inmate account once the canteen staff enters the inmate's DOC #. No one other than the canteen that has that inmate's account open and locked can process any deposits or withdrawals. That prevents any change to the account balance while we sell to the inmate.
- C.5.17.6.** 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 supplier payables, facilitation of canteen module hobby craft sales and canteen. The canteen and trust accounting modules exchange inmate specific account information in real time with all receipts, disbursements, receivables, and payables processed through the trust accounting module.
- C.5.17.7.** The canteen module manages canteen inventory and point of sales activity. Canteen inventory is acquired using a purchase order and receiving process.
- C.5.17.8.** The collection of state, county and city sales taxes are computed and assessed by the canteen module on all canteen sales transactions to include inmate 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. SUPPLIER shall report, collect, and pay sales taxes for the items that they sell directly to the inmate or others to include the bag and drop operation and package sales, as applicable.
- C.5.17.9.** The state of Oklahoma has a sales tax exemption for certain disabled veterans. Incarcerated inmates 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 inmate 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 inmates that have an OTC sales tax exemption. SUPPLIER'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 inmates that have this exemption.
- C.5.17.10.** The canteen item inventory management process in the canteen module also facilitates the tracking of halal and kosher food items. Restrictions of an inmate 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 inmate may also receive a canteen restriction that only allows the inmate to purchase hygiene and writing items only. SUPPLIER'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.5.17.11.** DOC utilizes a privilege level based systems' of incarceration and allowable inmate property matrix. The canteen module designates whether an item can be sold to a specific inmate 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 inmate canteen spending limits. As an inmate makes a canteen purchase in the canteen module, the system matches the inmates' current available account balance with his/her weekly spending limits to ensure that the inmate does not exceed available account resources and spending limits. It is important to note that this matching must be real time since an inmates' trust account balance can be concurrently increased or reduced by both canteen and trust account transactions. When inmate account limits are reached through transactions by either module, the canteen module will prevent additional sales from occurring. The SUPPLIER'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 inmate has enough funds in their account. SUPPLIER's system shall not have the ability to enforce compliance with custody levels or facility rules.
- C.5.17.12.** SUPPLIER shall be required to provide an automated interface between SUPPLIER's canteen system and DOC's Offender Banking System (OBS). SUPPLIER shall pay a fee directly to ATG equal to one (1) % of total sales, on a payment schedule to be mutually agreed upon by the SUPPLIER and ATG. SUPPLIER shall provide an interface to access the OBS trust account controlling data in "real time". Inmate controlling data found in the existing trust account module includes inmate fund balance, authorized spending level, indigent status and other disciplinary and/or financial restrictions or incentives that control how much or what items an inmate may purchase from the canteen.

- C.5.17.13.** 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 SUPPLIER and must be operational to the satisfaction of DOC prior to commencement of services.
- C.5.17.14.** Any hardware utilized by SUPPLIER must operate in a standard office environment. No special environmental controls/systems will be provided. SUPPLIER shall provide a list of power requirements for the hardware at each location.
- C.5.17.15.** 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. Inmate 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: SUPPLIER 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 SUPPLIER's performance and delivery of services. SUPPLIER shall ensure that the stated performance standard outcomes are met. When such standard outcomes are not met, liquidated damages may be assessed by DOC. If standard outcomes are not met due to the fault of DOC or the OBS, liquidated damages will not be assessed.
- C.5.18.2.** Assessing Damages: DOC's Contract Monitor will provide written notice to SUPPLIER's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. SUPPLIER may issue a credit in the amount of damages due on the next invoice of the effected component, or SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 follows: number of items delivered successfully on time ÷ by the number of items ordered by DOC X 100 = Percentage Fill Rate. SUPPLIER 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.	If SUPPLIER fails to deliver at least 97% of items that are ordered, DOC will impose liquidated damages of two hundred fifty dollars (\$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.
Product List Compliance	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
Pricing Compliance	All invoiced items listed on the monthly invoice, or the inmate	If SUPPLIER invoices/charges the facility, the inmate, or

	or others receipt are expected to match the pricing on the approved items list(s). Compliance shall be measured by reviewing the invoice detail and comparing it to the approved master pricing list(s)	others a price that exceeds the approved pricing list(s), DOC will imposed liquidated damages of \$250.00 per instance.
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## D. EVALUATION

### D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the “best value” determination.

D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

### D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

### D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.

D.3.4. The requirements of this Solicitation 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.

D.3.5. BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

### D.4. Responsiveness

D.4.1. 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. Proposals deemed to be responsive to the mandatory requirements will be evaluated/considered for award.

### D.5. Reservations

D.5.1. 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.6. Evaluation and Award

D.6.1. 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.6.2. Selection Criteria: Selection Criteria that will be evaluated include, but are not limited to the following categories:

D.6.2.1. Supplier Capability, Qualifications, & Past Performance

**D.6.2.2.** Price/Cost

**D.6.2.3.** Plan of Operation

**D.6.2.4.** Items Offered

**D.6.2.5.** Value Added Options

**D.6.3.** Oral Presentation/Site Visit:

**D.6.3.1.** 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 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. DOC will schedule the time and location of these presentations and/or site visits, if required.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

Suppliers are urged to read this solicitation carefully. Failure to do so will be at the Supplier'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 Supplier 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 Supplier'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 Supplier'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 two CD/DVD discs which include the complete proposal, including the scanned images of the required OMES signed forms. iscd must be an unprotected document. iscd is to be marked with the company name, solicitation number, and the solicitation closing date. Faxed or emailed responses will not be accepted.

**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.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 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/inmate 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 SUPPLIER to provide bulk canteen items, bag and drop items and services, and package sales. It is also the intent that as an added value the SUPPLIER will offer, at no cost to DOC, 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 non-mandatory pre-bid technology discussion to outline the options for interfacing with DOC's OBS system.
- E.3.5.2.** The non-mandatory Pre-Proposal Technology Meeting will be a conference call or web-based conference that will be held on Thursday, May 12, 2016. 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.3.5.3.** A recording of the non-mandatory Pre-Proposal Technology Meeting will be posted with the amendment to answer questions for those that were unable to attend in person.

#### **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, May 17, 2016. 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.

#### **E.6. Bid Change**

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. 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 closing date and time must appear on the face of the single envelope, package, or container.

#### **E.7. Solicitation Amendments**

- E.7.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.7.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.7.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

#### **E.8. Proprietary and/or Confidential**

- E.8.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.
- E.8.2.** If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

#### **E.9. Oklahoma Open Records Act**

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

#### **E.10. Communications Concerning Solicitation**

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

#### **E.11. Electronic Funds Transfer (EFT)**

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes ☐ No ☐ (check one)

#### **E.12. Awardee Financial Status**

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

#### **E.13. Notice of Award**

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

### **F. ATTACHMENTS**

**F.1. Attachment A – Oklahoma Department of Corrections Community Work Centers**

**F.2. Attachment B – Department of Corrections Map**

**F.3. Attachment C – Oklahoma Department of Corrections Prisons**

**F.4. Attachment D – Canteen Store Inventory Items List**

**F.5. Attachment E – Bag & Drop Items List**

### **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.** 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.9.10. of this solicitation.