



Midwest City – Del City  
Public School District

“Request for Child Nutrition Beverage Products &  
Services”

Project Title: Mid-Del Schools – Child Nutrition  
Beverage Products & Services for Site  
Cafeterias & Warehouse  
Fund 22

Bid Project #2323

Issue Date: April 9, 2024

Due Date: May 14, 2024  
9:00 A.M.

# Request for Proposal Index

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# Child Nutrition Beverage Products & Services Checklist

(Include with proposal)

Check if included:	Yes	No
1. Request for Child Nutrition Beverage Products & Services Proposal	_____	_____
2. Addenda (if applicable)	_____	_____
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A: Purchasing and Procurement	_____	_____
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D: Business Relationship Affidavit	_____	_____
E: Statement of Compliance	_____	_____
F: Certification Regarding Debarment/Suspension	_____	_____
G: Two (2) Copies of Bid	_____	_____
1 marked Original		
1 marked Copy		

Person to Contact reference quotes:

Name	Phone	e-mail address	Position
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To Prospective Vendors:

**Mid-Del Public Schools** is soliciting sealed proposals for projects of \$25,000.00 or greater to furnish Child Nutrition Beverage Products & Services to **Mid-Del Public Schools**. This solicitation is pursuant to Board of Education Policy D-5, attached.

This RFP requests that all products be delivered to Mid-Del Public Schools site cafeterias or district warehouse. For additional information on specifications, please contact Lisa Wilson, Purchasing Department Specialist. Your ability to meet our milestone dates is critical. Key dates in the procurement process are:

	Dates:	Times:	Location:
			Mid-Del Admin Building
A. RFP release to vendors	04/09/2024		
B. Vendors submit RFP response	05/14/2024	9:00 a.m.	Purchasing
C. Sealed Proposal Opening	05/14/2024	9:30 a.m.	Purchasing
D. Recommendation to Board of Education, Board of Education meeting	06/10/2024	6:00 p.m.	Board Room
E. Notification of Selected Vendors	06/11/2024		

**Bid/Proposals must be mailed/or e-mailed on or before deadline above to:**

Midwest City-Del City Schools  
Purchasing Department  
7217 S.E. 15<sup>th</sup> Street  
Midwest City, OK 73110

Or e-mail to: [sealedbids@mid-del.net](mailto:sealedbids@mid-del.net)

**Requests for information** will be addressed to Lisa Wilson, Mid-Del Schools Purchasing Specialist, 405-737-4461, ext. 1249, e-mail address: [lrwilson@mid-del.net](mailto:lrwilson@mid-del.net)

## **Instructions to Prospective Vendors:**

- A. Mailed/Delivered Bids:** Proposals shall be submitted in a sealed, opaque container identified with the project number, due date/time, and project title and addressed to:
- Purchasing Department  
Midwest City-Del City School District  
7217 S.E. 15<sup>th</sup> Street  
Midwest City, OK 73110
- B. Electronically Delivered Bids:** Electronic bids will only be accepted when e-mailed to SealedBids@mid-del.net and received by the submission date and time as noted in the RFP. The e-mailed bid package shall include scanned images of any required notarized documents to be considered complete. The originals of any required notarized documents may be delivered after the bid opening date but must be received in the Purchasing Department before a selected bid may be recommended to the School Board. To ensure that no bid is opened prematurely and thus disqualified, the project number and due date/time shall prominently appear at the beginning of the subject line before the project title.
- C.** Proposals may be withdrawn at any time prior to the official response/opening time. Alterations for mailed/delivered bids made before opening date and time must be initialed by the prospective vendor guaranteeing authenticity. Electronic bid alterations will need to be re-submitted before the RFP deadline with an e-mail from the prospective vendor guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn without the recommendation/concurrence of the Mid-Del Public Schools.

The project prices as submitted shall be good through the term of the contract. Any interpretation, correction or change in the proposal documents will be made by Addendum.

**The Board of Education** reserves the right to reject any and all proposals made pursuant to this request; negotiate modifications in the terms of proposal; to solicit proposals from additional vendors; to award the contract to other than the lowest vendor; and to delay or cancel award of contract. In the event proposals are considered to be unacceptable, **Mid-Del Public Schools** reserves the right to reject the proposals or negotiate the proposals with any or all qualified prospective vendors. The preparation of proposals in response to this request will be at the sole cost and expense of the prospective vendor and will not be chargeable under any order or subcontract that may arise there from.

Responses to this document and any further clarifying correspondence shall become part of the final contract. Regardless of technical practice or specifications submitted by the vendor, in the event that discrepancies exist between the vendor's written response and technical practice or specifications, the written responses shall be deemed to supersede the technical practice or specifications for purpose of pricing, terms and features.

## **I. Format of Child Nutrition Beverage Products & Services Proposal**

### **A. General**

1. The Vendor shall respond to this RFP in the format shown.
2. Responses returned in any format other than the format shown will be deemed incomplete and non-compliant and may not be considered for selection.
3. The Vendor shall provide (2) two copies of the response, (1) original (1) copy.

### **B. Sections**

#### **Section 1- Complete Copy of Request for Proposal**

- a. Vendor shall include a complete copy of the RFP (as issued) with all addenda as a part of this response.
- b. Vendor must complete and sign a Validation page of the RFP (Attachment B).
- c. Vendor shall include a signed and notarized Non-Collusion Affidavit (Attachment C).
- d. Vendor shall include a signed and notarized Business Relationship Affidavit as a part of this response (Attachments D).
- e. Vendor shall include a signed Statement of Compliance (Regarding Prohibition of Felony & Sex Offenders on School Premises) (Attachment E).
- f. Certification Regarding Debarment/Suspension (Attachment F)

## **II. General Terms and Conditions**

### **A. Project Schedule**

1. Vendor must provide delivery to the Mid-Del school sites as noted on purchase order(s) between the hours of 8:30 a.m. thru 3:30 p.m., Monday thru Friday.

Vendor will provide on-site personnel, who are dependable, free of substance abuse, safety conscious, technically qualified and able to work well with other on-site vendors, as well as **Mid-Del Public Schools** Personnel. A Statement of Compliance (Attachment E) must be completed and returned with proposal documents.

### **B. Warranty**

1. Vendors warrant that, at the time of the product delivery, each item furnished or service rendered will be new (not refurbished) and free from defects in material and workmanship. Vendor also warrants that each item, system performance requirement, or service furnished by the vendor will remain free of defects for a period of twelve (12) months from the date of acceptance by **Mid-Del Public Schools** unless the manufacturer specifies a longer time period (warranty period).
2. Satisfactory proof of defect must be provided to the vendor and written notification of the defect must be received by the vendor within the warranty period.
3. This warranty does not extend to any items that have been subjected to misuse, neglect, accidental damage, or damage due the installation or operation not in accordance with vendor's instructions, nor to any item that has been altered or repaired by any organization other than the vendor.

**This warranty is in lieu of all other warranties, expressed or implied, including merchantability and fitness of purpose under the uniform commercial code. In no event shall the vendor be liable for collateral or consequential damages.**

## Owner's Rights

By returning the Proposal with a price proposal, vendors certify and agree that:

1. All charges, including freight, inside delivery, labor, supervision, material, insurance, bonds, and all costs associated with this service are included in the proposed prices.
2. Worker's compensation as required in the State of Oklahoma and coverage of General Liability Insurance shall be met prior to commencement of work, and shall remain in effect for the entirety of the project.
3. Non-performance of the prospective vendor in terms of Specification or Non-Compliance with the terms of this contract/purchase order shall be the basis for termination of the contract by the **Mid-Del Public Schools**. Termination in whole or in part, by **Mid-Del Public Schools**, may be made at its option and without prejudice to any other remedy to which it may be entitled by law or in equity, or elsewhere under this contract/purchase order, by giving five (5) days written notice to the vendor with the understanding that all work under this contract/purchase order shall cease upon the date specified in such notice. **Mid-Del Public Schools** shall not pay for work, equipment, services, or supplies that are unsatisfactory. Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance.
4. **Mid-Del Public Schools** intends to treat the project as complete for pay when **Mid-Del Public Schools** is in receipt of certification, documentation, and/ or successful Quality Review results.
5. The vendor shall be considered as an Independent Vendor and not as an agent, servant, employee, or representative of **Mid-Del Public Schools** in performance of work.
6. The vendor shall defend, indemnify, and save whole and harmless the **Mid-Del Public Schools** and all its holdings, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including but not limited to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work, including, without limiting, the generality of the foregoing, any negligent act or omission of the vendor in the execution or performance of this contract.
7. The vendor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County, and/ or the State of Oklahoma as they may apply, as these laws now read or as they may hereafter be changed or amended.
8. The vendor shall not sell, assign, transfer or convey this contract/purchase order in whole or in part without prior written consent of the **Mid-Del Public Schools**.
9. The parties herein agree that this contract shall be enforceable in Oklahoma County, Oklahoma, and if legal action is necessary to enforce it, exclusive venue shall lie in Oklahoma County, Oklahoma.
10. In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect

- any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Changes or modifications to the mutually agreed to scope of work, numbers and types of material and equipment, services and capabilities provided, system and subsystem performance requirements, and other deliverables shall be considered Change Orders. Change Order management will be exercised by the **Mid-Del Public Schools**.
  12. All exceptions to the intent, terms and conditions of this Request for Proposal and awarded contract shall be submitted as an item in Section 4 to the proposal and be titled "Exceptions."
  13. Vendor will assume financial responsibility for any damage that may occur on the job site that is directly related to any actions (accidental or otherwise) taken by the vendor.
  14. This contract shall be governed by, and construed in accordance with the laws of the State of Oklahoma and all applicable Federal Laws.
  15. In the event that the **Mid-Del School District** is required to utilize legal action to resolve any dispute arising under this contract and the **Mid-Del School District** prevails in that action, then the **Mid-Del School District** shall be entitled to recover its reasonable and customary attorneys fees and related costs necessary to prevail in the action from the non-prevailing party.



**Midwest City-Del City Schools**  
**Child Nutrition Beverage Products & Services, Project #2323**  
**May 14, 2024**

**III. Child Nutrition Beverage Products & Services**

**A. Special Requirements and Specific Conditions**

1. The Bid Proposal Form must be filled out completely.
2. An on-site visit to the Vendor's facility to inspect order processing and system software capabilities will be required. Visits will be scheduled after the submission of proposals.
3. When samples are required, the district will request a small quantity to be submitted to the Child Nutrition Office following the bid opening. A deadline will be set for receiving samples. Samples shall be representative of the product to be delivered should the bid be awarded.
4. The Vendor must have transportation services that abide by all food safety precautions in order to insure the safety and quality of the product. Vendor must meet all HACCP and ServSafe criteria to ensure safe foods. Preference is given to vendors with detail product traceability procedures in place.
5. All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, and latest pack. All products quoted shall have been processed and packed in accordance with good commercial practice and shall be in good condition at the time of delivery. All products shall conform in all respects to all applicable standards promulgated under the federal Food, Drug and Cosmetic Act in effect at the time of delivery. All products must be domestic, except for products not produced in the United States.
6. Vendor must identify if processed items processed in house, or by a third-party vendor and include the name of the third-party vendors.
7. 7. An oral presentation by a Proposing Vendor to clarify their submitted proposal may be required at the sole discretion of MDPS. However, MDPS may award a contract based on the initial proposals received without discussion with the Vendor.

**COMPLETE THE BID RESPONSE ON THE NEXT PAGE.**

**Midwest City-Del City Schools**  
**Child Nutrition Beverage Products & Services, Project #2323**  
**May 14, 2024**

**Beverage Products Bid Response**

Mid-Del Current Product Usage

Current Product Description	Current Pack Size	Wkly/Yrly Usage*
Powerade Zero (All Flavors) 20oz	Case 24ct	120/4,320
Sprite Zero 20oz	Case 24ct	120/4,320
Coke Zero 20oz	Case 24ct	72/2,592
Cherry Coke Zero 20oz	Case 24ct	120/4,320
Diet Coke 20oz	Case 24ct	48/1728
Dr. Pepper Zero 20oz	Case 24ct	72/2,592
Fanta Orange Zero 20oz	Case 24ct	120/4,320

\*usage is subject to change

ENTER YOUR PRODUCT BID RESPONSE BELOW

Vendor Product Description	Vendor Pack Size	Cost Per Unit

BID RESPONSE BASED ON MAY 2024 PRICES

**Midwest City-Del City Schools**  
**Child Nutrition Beverage Products & Services, Project #2323**  
**May 14, 2024**

**B. Deliveries**

1. You will be required to make weekly deliveries to these sites on a schedule developed between the vendor and the Child Nutrition Office. A list of the schools and their addresses are below.
2. The supervisor or designee of each cafeteria will check the number of items delivered against the requisition/purchase order and invoice at the time of delivery, and will sign the appropriate forms for shortages, errors and/or obviously damaged goods. No delivery will be made without a cafeteria employee present.
3. The supervisor or designee of each cafeteria has the responsibility of checking the quantity and quality of products delivered to the cafeteria sites. Any item found unacceptable will be returned to the vendor with credit given immediately on the invoice.
4. The vendor must give immediate notice to the Child Nutrition Department of inability to deliver. The Child Nutrition Department reserves the right to cancel that portion of an order which the vendor has failed to deliver at the specified time.
5. If a vendor is temporarily out of stock of a particular item he/she may deliver an equal or superior product at an equal or lower price with prior approval of the Child Nutrition Program Director or Purchasing Agent.
6. Final acceptance of all products will be by the School District at the point of delivery. Products that are appropriately identified as indicated, but which have other obvious, major deviations from specification requirements will also be rejected.
7. Repeated failure to make deliveries in accordance with specifications will result in the termination of the contract, pursuit of appropriate legal remedies, and/or disqualification of the vendor until such time as she/he furnishes satisfactory evidence that future obligations can be fulfilled. Failure to render prompt service will be considered in making subsequent awards.
8. Vendors will be expected to adhere to all COVID or other health related restrictions and requirements required by the School District or Child Nutrition department at the time of deliveries. Currently, masks are not required during deliveries. Vendors will be notified by the Child Nutrition department of changes to these requirements.

**Midwest City-Del City Schools**  
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**Delivery Sites\***

**ELEMENTARY SCHOOLS**

<b>Site</b>	<b>Address</b>	<b>Earliest Delivery*</b>	<b>Latest Delivery*</b>
Barnes Elementary School	10551 SE 59th St Oklahoma City, OK 73150	6:30 A.M.	2:00 P.M.
Cleveland Bailey Elementary School	3301 Sun Valley Dr Midwest City, OK 73110	6:30 A.M.	2:00 P.M.
Country Estates Elementary School	1609 Felix Pl Midwest City, OK 73110	6:30 A.M.	2:00 P.M.
Del City Elementary School	2400 Epperly Dr Del City, OK 73115	6:30 A.M.	2:00 P.M.
Epperly Heights Elementary School	3805 Del Rd Del City, OK 73115	6:30 A.M.	2:00 P.M.
Midwest City Elementary School	2211 S Midwest Blvd Midwest City, OK 73110	6:30 A.M.	2:00 P.M.
Parkview Elementary School	5701 Mackelman Dr Oklahoma City, OK 73135	6:30 A.M.	2:00 P.M.
Pleasant Hill Elementary School	4346 NE 36th St Oklahoma City, OK 73121	6:30 A.M.	2:00 P.M.
Ridgecrest Elementary School	137 W Ridgewood Dr Midwest City, OK 73110	6:30 A.M.	2:00 P.M.
Schwartz Elementary School	12001 SE 104th St Oklahoma City, OK 73165	6:30 A.M.	2:00 P.M.
Soldier Creek Elementary School	9021 SE 15th St Midwest City, OK 73110	6:30 A.M.	2:00 P.M.
Tinker Elementary School	4500 Tinker Road Oklahoma City, OK 73135	6:30 A.M.	2:00 P.M.
Townsend Elementary School	4000 Epperly Drive Del City, OK 73115	6:30 A.M.	2:00 P.M.

**Midwest City-Del City Schools**  
**Child Nutrition Beverage Products & Services, Project #2323**  
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Delivery Sites (cont.)

**MIDDLE SCHOOLS**

<b>Site</b>	<b>Address</b>	<b>Earliest Delivery*</b>	<b>Latest Delivery*</b>
Carl Albert Middle School	2515 S Post Rd Midwest City, OK 73130	6:30 A.M.	2:00 P.M.
Del City Middle School	2300 Linda Lane Del City, OK 73115	6:30 A.M.	2:00 P.M.
Mid-Del Learning and Services Center	4731 Judy Dr Del City, OK 73115	6:30 A.M.	2:00 P.M.
Midwest City Middle School	7400 E Reno Ave Midwest City, OK 73110	6:30 A.M.	2:00 P.M.

**HIGH SCHOOLS**

<b>Site</b>	<b>Address</b>	<b>Earliest Delivery*</b>	<b>Latest Delivery*</b>
Carl Albert High School	2009 S Post Rd Midwest City, OK 73130	6:30 A.M.	2:00 P.M.
Del City High School	1900 S Sunnyslane Rd Del City, OK 73115	6:30 A.M.	2:00 P.M.
Midwest City High School	213 Elm Dr Midwest City, OK 73110	6:30 A.M.	2:00 P.M.

**WAREHOUSE**

<b>Site</b>	<b>Address</b>	<b>Earliest Delivery*</b>	<b>Latest Delivery*</b>
Warehouse	1623 Maple Dr Midwest City, OK 73115	7:00 A.M.	3:00 P.M.

\*subject to change

**Midwest City-Del City Schools**  
**Child Nutrition Beverage Products & Services, Project #2323**  
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**C. Invoices and Payments:**

1. Monthly board meeting dates will determine cut off time for payment of purchase orders each month.
2. Checks are issued at least once each month. Invoices are checked against the vendor's statement and are normally paid after verification between invoices and statement can be determined. Example: Invoices for September may be paid in the month October.
3. Original invoices are required before payment can be made; certified copies of original invoices may be accepted if a MDPS employee has signed the copy.
4. The Mid-Del Board of Education, the Oklahoma Department of Education, the United States Department of Agriculture, the Comptroller General of the United States, or any of their authorized representatives may have access to any books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**BUY AMERICAN PROVISION REQUIREMENT:** The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

All products above meet the Buy American Provision and documentation is available to show compliance. Check one:

YES \_\_\_\_\_ NO \_\_\_\_\_ If no, explain:

\_\_\_\_\_  
Please return this signed page with your bid response.

I have read, understand and agree to all statements in this Request for Proposal and to the terms and conditions stated herein.

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Mid-Del School System Nondiscrimination Statement:**

In accordance with federal civil rights law and United States Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, office, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language [ASL]) should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at:

<[http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html)> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

Mail: U. S. Department of Agriculture Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410  
Fax: 202-690-7442  
E-Mail: [program.intake@usda.gov](mailto:program.intake@usda.gov)  
This institution is an equal opportunity provider

**Midwest City-Del City Schools**  
**Child Nutrition Beverage Products & Services, Project #2323**  
**May 14, 2024**

Company Name	Signature of Authorized Representative
Company Address	Typed Name of Authorized Representative
City, State, Zip	Title
Telephone Number	Fax Number

**Person to Contact reference quotes:**

Name	Phone	E-mail Address	Position
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**Policy: D-5***Adopted: 5-5-69**Revised: 5-9-22***Purchasing and Procurement**

The Board of Education shall authorize the purchasing agent/officer to purchase and supervise the purchasing of goods and services (other than personnel services) for the school district, in accordance with state and federal laws, State Board of Education regulations and local Board of Education policies, regulations and procedures. This policy includes the requirements for food procurement for the Child Nutrition Program. Purchasing Requirements

**I. Purpose**

This policy shall govern the purchase of all goods and services for the District.

**II. Definitions**

- A. Goods - Personal property, movable property, thing or things for sale (e.g., furniture, equipment, materials, supplies, software and licenses, etc.)
- B. Professional Services - Those services defined by the Oklahoma Cost Accounting System (OCAS) as Purchased Professional and Technical Services for services rendered by personnel who are not on the payroll of the district. Examples include educational services, accounting services, legal services, professional development services, audit services, etc.
- C. Encumbrance Clerk - The employee appointed by the Board of Education to oversee all encumbrances and to charge each encumbrance appropriately and in accordance with state law.
- D. Requisition (RQ) - The printed or electronically generated document prepared by the using school site, department, or employee to request an expenditure of funds.
- E. Purchase Order - The printed and/or scanned document, issued by the district's purchasing department or school activity fund department, which authorizes the seller or supplier to furnish the goods and services specified on the purchase order. The purchase order authorizes the employee to enter into a purchase agreement with the vendor.
- F. Single (Sole) Source Procurement - The purchase of unique goods and services from a single supplier whereby said supplier is the only source. Single source does not necessarily include proprietary goods or equipment.
- G. Acceptable Invoice - An acceptable invoice shall be itemized to clearly describe each item purchased; the quantity of each item; its unit price; and its total cost. An acceptable invoice must state the date(s) of purchase of goods and/or delivery of services. An invoice for goods and services (excluding personnel services that will be addressed in other policy or regulations) may be delivered by document, facsimile, or electronically with itemization as defined herein.

### **III. Responsibilities in the Purchasing Process**

#### **A. Board of Education**

1. Approve policies governing the purchase of goods and services for the District.
2. Accept or reject encumbrances (purchase orders) presented on a monthly basis.
3. Review annual audit to assure compliance with established Board purchasing policies.
4. Authorize Superintendent or designee to establish monthly business cycle cut-off dates and to establish purchasing and procurement procedures and practices consistent with this policy, state and federal laws and generally accepted governmental purchasing practices.
5. Approve contracts for all funds; designate Superintendent to sign contracts as needed.

#### **B. Superintendent**

1. Ensure the purchasing policies of the Board of Education are implemented.
2. Establish or direct the establishment of purchasing and procurement procedures and practices consistent with this policy, state, and federal laws and generally accepted governmental purchasing practices.
3. Waive purchase order adjustment as presented in this policy and may exempt purchases of \$15,000 or more and bidding/quoting requirements pursuant to this policy on an emergency basis. Such exempted purchases and items will be submitted to the Board of Education at the next regular meeting.
4. Ensure that when such procedures and practices are implemented that the educational and operational goals of the District are efficiently fulfilled.

#### **C. Chief Financial Officer of Fiscal Services**

1. Exercise supervisory and administrative control over purchasing, as delegated by the Superintendent.
2. Present written requests for changes in district policy, regulations, and for practices and procedures to the Superintendent for approval.
3. Ensure that statutory requirements are observed and complied within all purchasing procedures.
4. Act as Purchasing Agent as designated by the Board of Education on an annual basis.
5. Review all encumbrances (purchase orders) in all funds, except activity, of the District and authorize adjustments to purchase orders as needed within policy. Activity is limited to travel and any encumbrance over \$3,000.00
6. Prepare monthly cut-off dates for encumbrances (purchase orders).

#### **D. Purchasing Specialist/Secretary**

1. Receive requisitions submitted by district personnel and review for compliance with Board policy.
2. Create purchase orders from approved requisitions after verification of OCAS coding, and vendor information.
3. Maintain quote schedule and notify responsible entities for submission of specifications.
4. Develop specifications for various types of purchases with site/department personnel; prepare and release quotes and bids to vendors; receive quotes and bids and prepare recap, with the exception of construction quotes and bids that will be prepared, released, and recapped by the Maintenance Department and

Child Nutrition Program quotes and bids that will be prepared, released and recapped by the Child Nutrition Services Department.

**E. Encumbrance Clerk**

1. Act as Encumbrance Clerk as designated by the Board of Education on an annual basis in compliance with state laws.
2. Oversees all encumbrances (purchase orders); approves and charges each appropriation account within the budget in accordance with state laws.
3. Completes the purchasing process by distributing copies of the purchase orders to the vendor and/or other district personnel. Pay approved bill (issues a check/warrant upon proper fund) after appropriate district employee has certified the bill and verified that the bill is supported by a requisition, Board of Education approved purchase order, and an acceptable invoice and other documentation as required.
4. Authorized to make adjustments to previously approved purchase orders based on Board established limitations.

**IV. General Provisions**

**A. Requisitions and Purchase Orders**

1. Authorized district personnel initiate a purchase for goods and services in Munis, if funds exist within the current year's approved budget and project.
2. All purchases shall be made only upon the issuance of a purchase order.
3. All purchase orders, with the exception of School Activity Fund purchase orders, must be approved by the Board of Education as required by state law.
4. All purchases for goods and services of \$25,000 or more must be submitted to the Board and approved by the Board as a separate agenda item prior to the issuance of a purchase order except for exemptions listed in this policy.
5. If said purchase orders are not approved by the Board, the purchase orders shall become null and void.

**B. Emergency Purchases**

1. Purchases necessary to protect the personal safety, life or property of the District or its students or employees may be authorized by the Superintendent or designee.
2. Superintendent may waive quoting/bidding requirements in emergency situations.
3. Purchases must be submitted to Board of Education at the next regularly scheduled board meeting.
4. If said purchase orders are not approved by the Board, the purchase orders shall become null and void.

C. Blanket Purchase Orders:

1. Blanket purchase orders may be issued for recurring purchases of utilities, goods, or services pursuant to Title 62 O.S. 2001 § 310.8.
2. Annual blanket purchase orders greater than \$5,000 must be approved by the Board prior to the issuance of the blanket purchase order except for utilities, gasoline, child nutrition food procurement, and textbooks. Administrative regulations will address internal control procedures for blanket purchase orders that are \$5,000 or less.
3. Funds must exist within the current year's approved budget and project.
4. If said purchase orders are not approved by the Board, the purchase orders shall become null and void.

D. Purchase order adjustments (increases/revisions/cancellations):

1. Previously Board approved purchase orders may be adjusted by the Purchasing Agent, Encumbrance Clerk, or Accounts Payable Bookkeeper. School Activity Fund purchase orders may be adjusted by the School Activity Fund Custodians or Chief Financial Officer of Fiscal Services. Purchase orders may be adjusted within the following limitations:

- a. Purchase orders from \$.01 to \$1,000.00 may be increased up to a maximum of \$100 of the original amount. Purchase orders \$1000.01 to \$5000.00 may be increased up to 10% not to exceed \$500.00. This purchase order maximum adjustment does not apply to public utility billings as defined in Title 62-305.1 and 305.2.

\$.01 through \$1000.00

May be increased up to \$100.00

\$1000.01 through \$5000.00

May be increased by 10% not to exceed \$500.00

The Superintendent may adjust a purchase order by 20% up to a maximum of \$1000.00.

- b. Purchase order may be revised for various corrections for vendor name/address, OCAS coding, substitutions for like goods (model #/brand name) and meeting/participant cancellations or changes that may alter the quantity as long as the amount doesn't increase.
- c. Purchase order may be cancelled after the administrator who supervises the budget has approved the cancellation. The administrator is responsible for notifying the vendor of this cancellation.

- E. Debarment and Suspension – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p.189) and 12689 (3 CFR part 1989 Comp., p. 235) “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**V. Bidding and Quotation Requirements**

A. Public Competitive Bid Act of 1974

No contract involving an expenditure of more than \$100,000 for the purpose of erecting a building or making any improvements on school buildings or construction trade contracts or subcontracts exceeding \$50,000 shall be made except upon sealed proposals and to the lowest

or best responsible bidder. This does not prohibit the district from erecting a building or making improvements on a force account basis .

Public construction contracts equal to \$50,000 but less than \$100,000 shall be let and awarded to the lowest responsible bidder by receipt of written bids or awarded on the basis of competitive quotes to the lowest responsible qualified contractor . Public construction contracts for less than \$25,000 may be negotiated with a qualified contractor. Public construction contracts are any contract for the purpose of making any public improvements or constructing any public building or making repairs to or performing maintenance on any school-owned building.

If a public construction contract for minor maintenance or minor repair work to district property is less than \$25,000, a contract may be negotiated with a qualified contractor. No work shall be commenced until a written contract is executed and proof of insurance has been provided by the contractor to the school district's operation office.

The school board may provide for a local bid preference of not more than five percent of the bid price if the board determines that there is an economic benefit to the local area or economy. The determination as to whether there is an economic benefit to the local area or economy will be based upon whether the local bidder employs residents of the school district as employees or independent contractors and whether such employment will benefit the school district. The local bidder must be the second lowest qualified bid on the contract and must agree to perform the contract for the same price and terms as the bid proposed by the nonlocal bidder or contractor. Within the bid specifications the district must clearly state that the bid is subject to a local bidder preference law.

“Local bidder” means the bidding person is authorized to transact business in Oklahoma and maintains a bone fide establishment for transacting business within the state.

The term “force account” means the purchase of necessary materials, and the employment of necessary workmen, by the school district itself, rather than entering into a contract with a building or other contractor to construct the building or other improvement. No contract involving sums in excess of \$100,000 shall be split into partial contracts involving sums below \$100,000 for the purpose of avoiding the requirements of the Public Competitive Bidding Act.

For the purposes of the policy, the term “improvements on school

buildings" shall not include any of the following:

1. Portable or otherwise moveable, buildings, and structures;
2. Prefabricated metal buildings and structures, along with necessary utility services for such buildings or structures;
3. Roofs placed over existing roof structures; and
4. Other structures that can be disassembled after installation and removed without permanent damage to existing property.

For the purposes of the Public Competitive Bidding Act, where total payments of principal and interest are anticipated to exceed \$100,000, the lease purchase of items pursuant to paragraphs numbered 2 and 3 above must be competitively bid.

**B. Quotation Requirements**

1. The solicitation for quotes and proposals shall be conducted in accordance with the provisions of this policy, regulations and procedures.
2. Unless, otherwise exempted herein, the following formal (sealed) and informal quotation limits shall be followed for the purchase of all goods and services procured with all funds:

\$25,000 and above	Sealed written quotes or sealed proposals required
\$5,000 to \$24,999.99	Two written/fax/phone/mail or electronic mail quotations are required
\$0 to-\$4,999.99	Quotes are recommended

3. For purchases below \$25,000, the purchasing agent and/or the appropriate administrator will determine whether to accept/reject the lowest or best quote and to resubmit for quotes as needed.
4. The Board of Education reserves the right to accept or reject any and all sealed written quotes and to accept or reject the lowest or best sealed written quotes based on the needs of the District.
5. Sealed written quotes may also be submitted by electronic mail as long as vendors are guaranteed equal offering and equal applicability.
6. Vendors holding the state contract for the specified "goods" or authorized vendors pursuant to a Board approved purchasing agreement will be deemed to be in conformance with these requirements.
7. Formal sealed written quotes shall have a specific opening date, time, and location. All vendors shall have the right to attend the public opening. At least two district representatives should be present during the quotation opening. All quotes will be stamped with the date and time of receipt; opened at the designated time and location and read out loud, if vendors who submitted quotations are present. The district representatives present shall sign each quotation and/or quote tabulation sheet upon opening of the quotes.
8. Items for Quotation
  - Audit Services (every five years) or determined by the Board of Education
  - Financial Advisory Services (as needed) or determined by the Board of Education
  - Equipment Maintenance Services (copier, computer hardware as needed)
  - Gasoline (at least annually)
  - Vending Machines - snacks and drinks (annually or at least every three years)

- Graduation supplies-caps, gowns, announcements (annually or at least every three years)
- Yearbooks (annually)
- School pictures (annually)

## **VI. Exemptions from Quotation Requirements**

### **A. General**

1. It is the responsibility of the purchasing department along with the appropriate district administrator to prepare detailed specifications describing all materials, supplies, services and equipment to be purchased for the purpose of securing broad participation in established competitive quotation procedures.
2. Due to the unique nature of some goods and services, the items listed below shall be exempted from the quotation requirements:
  - a. Professional services
    - Legal Services
    - Insurance Services
    - Professional Consultation Services
    - Services of Independent Contractors
  - b. Utilities (gas, electricity, etc.)
  - c. Textbooks, library/media books, educational videos
  - d. Software upgrades and specialized source software (excludes off the shelf software)
  - e. Internet services
  - f. Leased cable lines
  - g. Unique custom art work
  - h. Travel Services (airfare, hotel accommodations)
  - i. Goods purchased for School Activity fundraisers
  - j. Repairs to damaged vehicles, buses or tractors, and lawn equipment
  - k. Replacement repair parts purchased from original manufacture
3. Sole source procurements may be exempt subject to requirements herein.

### **B. Standardized Purchasing Program**

1. Purchases are exempt from quotation if on State bid or OU list, Board approved purchasing/procurement program, or quoted and approved by the Board of Education during the year and price is maintained by the vendor for item(s) to be purchased as per specified times.

### **C. Sole Source (Single Vendor) Procurement**

1. Sole source procurements shall be exempt from quotation requirements if:
  - a. The goods or services are unique to one manufacturer/supplier and no form/fit/function replacement exists from another supplier.
  - b. The manufacturer distributes it directly or has limited distribution to one supplier.
  - c. The manufacturer (not the distributor) submits a written letter on company letterhead stating why the goods or services are unique to that company and that distribution is limited to that company or a sole distributor. This letter must be attached to the requisition.
  - d. Sole source procurements may also be allowed where compatibility of equipment, accessories, or replacement parts are of paramount consideration. Documentation of such shall be included with the requisition.

## **VII. Quotation Selection**

- A. Justification must be obtained in writing from the appropriate district administrator or designee for the selection of a valid sealed written quote that is not low.
- B. Justification shall identify the criteria used, if any, for the selection other than the low quote, but may include:
  1. Determination of item that best fits specification
  2. Delivery dates
  3. Service warranties
  4. Past performance of vendors

## **VIII. E-Rate Procurement**

In selecting service providers for all eligible goods and/or services for which Universal Service Fund ("E-Rate") support will be requested, the District shall:

- A. Make a request for competitive bids for all eligible goods and/or services for which Universal Service Fund support will be requested and comply with applicable state and local procurement processes included in its documented policies and procedures.
- B. Wait at least four weeks after the posting date of the FCC Form 470 on the USAC Schools and Libraries website before making commitments with the selected service providers.
- C. Consider all bids submitted and select the most cost-effective service offering, with price being the primary factor considered.
- D. Keep control of the competitive bidding process by not surrendering control to a service provider who is participating in the bidding process and not including service provider contact information on the FCC Form 470.

## **IX. Procurement Plan for Child Nutrition Program**

The Mid-Del School Food Authority (SFA) will purchase food and other items for use in the Child Nutrition Programs (CNP) in compliance with 7 CFR 3016 and State Law, as follows and in accordance with the guidelines of the Procurement Plan and Purchasing Manual. All purchases will be made pursuant to a purchase order. If the purchase order is not approved by the Board, the purchase order shall become null and void.

- A. Sealed Bids (Formal Advertising) will be used to purchase goods, equipment, and services where the aggregate cost is \$150,000 or more when the selection of a successful supplier can appropriately be made principally on the basis of price. Note: Breaking up purchases with the intent of circumventing formal advertising procedures is contrary to federal procurement regulations. Any change in the district's normal purchasing practices, which results in the aggregate amount of purchases becoming less than \$150,000, must be documented for review and audit purposes. When sealed bids are used, the following conditions, stipulations, and terms must be met:
  - The Request for Proposal (RFP)/Invitation to Bid (ITB) will be publicly advertised.
  - Bids will be solicited from an adequate number of known suppliers in sufficient time prior to the date set for the opening of the bids.



- The RFP/ITB will clearly define the goods, equipment, or services needed in order for the bidders to properly respond. These include product specifications and general purchasing conditions.
- All bids will be opened publicly at the time and place stated in the RFP/ITB.
- A firm fixed-price (or cost plus fee, when applicable) contract award will be made by written notice to the responsible bidder whose bid is lowest, assuming the bid conforms to the requirements in the RFP/ITB.
- Where specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs (for equipment), if applicable, will be considered in determining which bid is lowest.
- Payment discounts will only be used to determine the low bid when prior experience of the SFA indicates that such discounts are generally taken.
- Any and all bids may be rejected when there are sound documented reasons that the best interest of the program will not be served by the potential suppliers.

Vendor will be determined by evaluating the prices, usage, and quality of product and service available for the year.

Mid-Del CNP may participate with the Fresh Fruit, and Produce Program available through the Commodity Division of the Department of Human Services and the Department of Defense. Participation will allow the designated amount of commodity dollars to be used to receive produce from a local vendor.

- B. Small Purchase Procedures may be used to purchase goods, equipment, and services where the aggregate cost is less than \$150,000. When small purchase procedures are used, the following conditions, stipulations, and terms must be met:
- The goods, equipment, or services to be purchased must be adequately and consistently described for each prospective supplier so that each one can provide price quotes on the same merchandise or service.
  - Written or verbal *requests for qualified sources* must be contacted to provide such quotes. At least three price quotes must be obtained, when possible. An adequate number of qualified sources must be contacted to provide such quote. Note: The term “adequate number” is determined by local market conditions.
  - Responses from vendors can be in either written or verbal form. Verbal quotes will be documented.
- C. Competitive Proposal will be used when competitive sealed bids are determined to be inappropriate or unfeasible; i.e., a contract cannot be awarded to a successful bidder based on price alone. This method of procurement is commonly used for the acquisition of professional services. The document used to solicit bids will be referred to as a Request for Proposal (RFP).

When competitive proposal is used, the following conditions, stipulations, and terms must be met:

- Proposals will be solicited from an adequate number (at a minimum, three, when possible) of qualified sources to permit reasonable competition.
- The RFP will be publicized, and reasonable requests by other sources to compete must be honored to the maximum extent possible.

- The RFP will identify all significant evaluation factors, including price or cost where required, and their relative importance.
  - The school food authority (SFA) will provide a mechanism for technical evaluation of the proposals received and for selection of contract award.
  - The contract must be awarded to the responsible bidder whose proposal is most advantageous to the SFA when price or other factors are considered.
  - All RFPs received must be documented.
- D. Noncompetitive Proposal will be used only when the procurement is not feasible under small purchase procedures, sealed bid (formal advertising) or competitive proposals. The decision to use noncompetitive proposals will be justified in writing and be available for audit and review. Circumstances under which a procurement may be conducted by noncompetitive proposal will be limited to one of the following:
- The merchandise or service is available only from a single source.
  - An emergency exists, and the urgency for the requirement will not permit the delay involved with sealed bids (formal advertising) or competitive proposal.
  - After solicitation from a number of sources, competition is found to be lacking.

Drinks and Snacks Vending - The Child Nutrition Department purchases for snack and drink products will not be in violation of school site exclusive vending contracts.

- E. Buy American:
- To the extent possible, all product specifications shall include a *Buy American* clause.
  - All Suppliers shall certify the origin of the products they receive.
- F. Oklahoma State Prime Vendor-Contract (State Contracting): Mid-Del Schools SFA may choose to purchase food, foodservice supplies, equipment or services using a statewide contract established by the Department of Central Services, Central Purchasing Division for the State of Oklahoma, or piggyback on other school districts' contracts that provide a piggyback provision.
- G. Child Nutrition may purchase through cooperative purchasing groups when it is advantageous for the district.
- H. All purchases will be conducted in accordance with the attached Chart of Procedures.
- I. The following records will be maintained for a period of 5 (five) years after the end of the fiscal year to which they pertain or until the findings of audits and reviews are resolved.
- Records of all telephone price quotes
  - Records of all emergency and noncompetitive purchases
  - All written quotes and bid documents
  - Comparison of all price quotes and bids with the effective date shown
  - Price comparison showing vendors
  - Log of approved substitutions
- J. Cost-plus-a-percentage-of-cost method of purchasing is prohibited.
- K. Code of Conduct: The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by CNP funds.

1. No employee, officer, or agent of the Mid-Del SFA shall participate in selection of, or in the award, or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
2. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected of the award:
  - The employee, officer, or agent
  - Any member of his/her immediate family
  - His or her partner
  - An organization which employs or is about to employ one of the above.
3. Mid-Del SFA employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of material/monetary value from contractors, or potential contractors or parties to sub-agreements.
4. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
5. The outside sale of such items as used oil, empty cans, and the like will be sold by contract between the Mid-Del Schools SFA and the outside agency. Individual sales by any SFA employee to an outside agency or any other SFA employee is prohibited.
6. Failure of any employee to abide by the above-stated may be terminated. Interpretation of the code will be given at any time by contacting Mid-Del Schools Child Nutrition Program Office at (405.) 739-1611. The Mid-Del Schools SFA will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board. Changes in this Procurement Plan will be made as conditions warrant upon the approval of the SFA.
7. Debarment or Suspension - The SFA is prohibited from contracting with a company or individual that has been debarred or suspended in accordance with 7 CFR 3017. This prohibition does not extend to contracts in existence at the time of the debarment/extensions or renewals of existing contracts of \$15,000 or more to contracts for audit services, regardless of amounts. This prohibition does not apply to proposed debarments. To ensure the SFA does not enter into a contract with a debarred or suspended company or individual, each SFA must require that each responsive bidder include a certification statement with each bid on each contract equaling or exceeding \$10,000 or any contract for audit services regardless of amount. By signing the certification statements, the bidder certifies that neither it nor any of its principles (e.g., key employees) have been proposed for debarment, debarred, or suspended by a federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid.
8. Protest Procedures - Any actual or prospective bidder, offer, or contractor who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Mid-Del Schools may formally protest to the Child Nutrition Director of Mid-Del Schools. Protest procedures are filed with the SFA.  
Purchasing procedures will be addressed through administrative regulations.

L. Procurement Periods and Calendar:

Bids are taken once a year with a 3-year renewable option for milk/dairy, bread, frozen foods, staple foods, fresh produce, pizza, snack, beverage, paper, supplies; chemicals and specialty vendor products.

An escalation/de-escalation clause will be submitted by the current vendor before initializing the renewable option year.

Price changes may affect bid award. Yearly procurement of food and non-food products may be managed through a co-op to maximize volume buying and purchasing strategies.

Bids for small and large equipment and office supplies are taken as needed. If need of a product occurs between regular bid times, phone, fax or E-Mail bids maybe solicited.

Bids for foods, supplies, equipment and services shall be requested and awarded as follows:

ITEM CATEGORY	PURCHASE PERIOD	PROCUREMENT METHOD	BID/QUOTE REQUEST	BOARD APPROVAL
Milk/Dairy Products	**Annual	Comp. Sealed Bids	April	June
Bread Products	**Annual	Comp. Sealed Bids	April	June
Food including Meats and Fruits/Vegetables Frozen & Canned	**Annual	Comp. Sealed Bids	April	June
Fresh Produce	**Annual	USDA Commodity DOD* and Comp. Sealed Bid	April	June
Pizza	**Annual	Comp. Sealed Bids	April	June
Beverages	**Annual	Comp. Sealed Bids	April	June
Ice Cream	**Annual	Comp. Sealed Bids	April	June
Small Equipment	As Needed	Small Purchase	As Needed	Not Applicable
Large Equipment	As Needed	Comp. Sealed Bids	As Needed	As Needed
Chemical Supplies	**Annual	Comp. Sealed Bids	April	June
Paper Supplies	**Annual	Comp. Sealed Bids	April	June
Office Supplies	As Needed	Small Purchase	As Needed	Not Applicable
Rental Services Including uniform tops, towels, and aprons	**Annual	Most Feasible	April	June
Services Equipment	As Needed	Most Feasible	As Needed	As Needed

*\* DOD is the Dept. of Defense project which utilizes a portion of our Commodity Allocation.*

*\*\*Annual Bid with 3-year renewable option.*

## **X. Other**

- A. Vendor-List, Registration, and Classification - The district will maintain a vendor list. In an effort to create a fair and competitive opportunity for vendors to do business with the district, any vendor or supplier may request to be added to the district's master vendor list. When it is determined by the Purchasing Agent that a potential vendor is responsible, the company may be added to the master list. Vendors who fail to maintain a responsible status or fail to respond to two consecutive bid/quote invitations may be removed from the vendor list at any time and for any length of time. Our substitute form W-9 includes a check box for minority, women owned business and small business. These will be entered into our vendor information and included in any bids sent out and purchases made.
- B. Procurement/Purchase Cards - Commercial purchasing cards, as authorized pursuant to state law, must be approved by the Superintendent or Chief Financial Officer. The procedure for use will be addressed through administrative regulations.
- C. Credit Cards - Any credit card issued for purchases must be approved by the Superintendent or designee. The procedure for use will be addressed through administrative regulations.

## **XI. Prohibited Purchasing Practices**

- A. Acceptance of Gratuities - District employees are expressly forbidden from accepting gratuities from any vendor or supplier. Gratuities as specified under this policy include cash or assets easily convertible to cash, travel, lodging, tickets to sporting events, appliances, automobiles or their use, or any other form of special treatment which might influence the employees' selection of a vendor or supplier. Promotional and advertising novelties with a value of \$75 or less and are specifically used for advertising purposes are not considered gratuities under this policy. Board members are expected to use good judgement in accepting such courtesies and must avoid conflict of interest or even the appearance of impropriety.
- B. Violations of Purchasing Policy - District employees violating this policy, exceeding their purchasing authority or incurring an expense without a purchase order may be held personally and financially liable and subject to disciplinary action including, but not limited to, suspension, demotion, termination and legal action.
- C. The school district will only be legally obligated to pay vendors for delivered materials, supplies, and services ordered pursuant to state purchasing laws and district purchasing policies and regulations. This policy applies to all funds. Individuals and entities, who do business with the school district or district personnel are placed on notice that no bill will be paid unless relevant statutes, policies, and regulations governing purchases with school district funds have been followed, and that no district employee has authority to obligate the district for materials, supplies, or services ordered on behalf of the district unless the individual has complied with the purchasing rules of this district. Any deviation from this policy must have approval by the Superintendent on a case by case basis. In the event that the Superintendent determines that the deviation from this policy is not warranted and that an employee does not comply with district purchasing regulations, the vendor will be directed to seek payment from the individual who ordered the services, materials or supplies.
- D. Collusion in buying, kickbacks, or other agreements or arrangements with vendors to obtain price reductions in return for concessions or advantage to the seller or

personal advantage to school personnel is strictly prohibited by law and Board policy. The policy in no way restricts clearly stated price discounts to schools.

**XII. Contracts**

- A. General - No employee of the District shall enter into any financial contract or agreement (verbal or written), on behalf of the district, without prior approval of the Board. The Board may, upon approval of any purchase order and all adjoining contract documents, authorize the Superintendent of the District to sign said contract documents on behalf of the Board.
- B. Prior to any work being commenced, a written contract must be executed and proof of insurance must be provided to the school district.

**XIII. Warehouse, Delivery, and Inventory of Items**

All items subject to inventory will be delivered to the warehouse or other designated site as authorized by Chief Financial Officer of Fiscal Services to be entered into the fixed assets of the District or tracked pursuant to District regulations and procedures.

VALIDATION

The undersigned, being familiar with the local conditions affecting the cost of the work, and with proposal documents, including Solicitation for proposals, General Conditions and Addenda Nos. \_\_\_ on file at the Mid-Del Administration Building, 7217 S.E. 15<sup>th</sup>, Midwest City, Oklahoma 73110, (405) 737-4461, propose to furnish all labor and materials as required by said Documents and Addenda thereto for:

Site Name \_\_\_\_\_ Proposal Amount \$ \_\_\_\_\_

1. In submitting a proposal, the prospective vendor agrees that:
  - A. The Board of Education reserves the right to reject any and all Proposals.
  - B. This proposal may not be withdrawn for a period of ninety (90) days from the date of proposal opening.
2. Prospective vendor hereby certifies that no member of the Legislature shall benefit directly or indirectly from the contract, in that no member of the Legislature is a member or connected in paid or joint ventures or corporation, nor is a member, officer, or shareholder, or group entity having an interest in this contract.
3. Prospective vendor shall sign and enclose with the proposal the Non-Collusive Affidavits: Attachments C, D, E and F.

Proposals must be manually signed on this form in the space provided below.

Company Name	Signature of Authorized Representative
Company Address	Typed Name of Authorized Representative
City, State, Zip	Title
Telephone Number	Fax Number



NON-COLLUSION AFFIDAVIT  
(Required by Oklahoma LAW OS-74-85-22)

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) ss.

\_\_\_\_\_, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusions among bidders in restraint of freedom of competition by agreement to bid a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the prospective contract; or any other terms of said prospective contract; or 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.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public (or Clerk or Judge)

-----  
Name of Vendor \_\_\_\_\_ By \_\_\_\_\_

Address of Firm \_\_\_\_\_ Phone No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax No. \_\_\_\_\_

Federal Tax No. \_\_\_\_\_

**BUSINESS RELATIONSHIP AFFIDAVIT**

STATE OF OKLAHOMA )

) ss.

COUNTY OF OKLAHOMA )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the prospective vendor to submit the attached proposal. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed with one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows: \_\_\_\_\_

\_\_\_\_\_  
Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the prospective vendor and any officer or director of the architectural or engineering firm or other party to the project is as follows: \_\_\_\_\_

\_\_\_\_\_  
Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

\_\_\_\_\_  
Signature Prospective Vendor or Agent

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

MIDWEST CITY-DEL CITY PUBLIC SCHOOLS

STATEMENT OF COMPLIANCE

(Regarding Prohibition of Felony & Sex Offenders on School Premises)

According to the amended law, no person or business having a contract with a school district for services to be performed on school premises during normal school hours shall allow any employee to work on school premises if the employee is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act\*. This statement of compliance must be signed and returned before payment(s) can be made.

**S.B. 588, Section 1:**

- A. *It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00). In addition, the violator may be liable for civil damages.*
- B. *A person or business who offers or provides services shall ensure compliance with subsection A of this section as provided by Section 6-101.48 of Title 70 of the Oklahoma Statutes.*

**Section 2:**

- A. *No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States or another state of any felony offense unless to (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.*
- B. *Every person or business performing services not subject to subsection A of this section on the property of a school or school district shall be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act and that the business is not in violation of the provisions of this section. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.*
- C. *A person or business having a written contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees may conduct a felony search of the employees of the person or entity who would be assigned that work through a request to the State Board of Education in the same manner as a felony search is afforded school districts by Section 5-142 of Title 70 of the Oklahoma Statutes.*

The undersigned is familiar with the facts stated above and agrees that this law will be observed.

PERSON/BUSINESS NAME (type or print) \_\_\_\_\_

AUTHORIZED REPRESENTATIVE (type or print) \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S SIGNATURE \_\_\_\_\_

SOCIAL SECURITY # or FEDERAL ID# \_\_\_\_\_

FOR OFFICE USE ONLY

VENDOR NAME:

VENDOR #:

## **\*OKLAHOMA SEX OFFENDERS REGISTRATION ACT**

The provisions of the Oklahoma Sex Offenders Registration Act (“Act”) apply to any person who, after November 1, 1989, has been convicted, whether upon a verdict or plea of guilty or upon a plea of nolo contendere, or received a suspended sentence for a crime or an attempt to commit one of the crimes listed below. The provisions of the Act apply to anyone who enters Oklahoma after November 1, 1989, and who has been convicted or received a suspended sentence for a crime or attempted crime, which, if attempted in this state, would be a crime or an attempt to commit a crime provided for in any of said laws. In addition, the provisions of the Act apply to anyone who enters Oklahoma after September 1, 1993, and who has received a deferred judgment for a crime or attempted crime, which if committed or attempted in this state, would be a crime or an attempt to commit one of the crimes listed below.

1. *Abuse or neglect of a child if that crime involves either sexual abuse or sexual exploitation.* **“Sexual Abuse”** includes, but is not limited to rape, incest, and lewd or indecent acts or proposals, by a person responsible for the child’s health or welfare.

**“Sexual Exploitation”** includes, but is not limited to, allowing, permitting, or encouraging a child to engage in prostitution by a person responsible for the child’s health or welfare or allowing, permitting, or encouraging, or engaging in lewd, obscene, or pornographic photographing, filming, or depicting of a child in those acts by a person responsible for the child’s health or welfare.

2. *Kidnapping – without lawful authority, forcibly seizing and confining another, or to lure, entice, or lead astray, by false representation or promises, or other deceitful means or to cause another to be sent out of state against their will.*
3. *Trafficking in Children.*
4. *Incest.*
5. *Forcible Sodomy.*
6. *Child Stealing.*
7. *Indecent exhibitions – procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons for the purpose of sexual stimulation of the viewer.*
8. *Obscene or Indecent Writings – writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting or otherwise preparing, publishing, selling, distributing, keeping for sale, or exhibiting any obscene or indecent writing, paper, book, picture, photograph, motion picture, figure, or of any description or any type of obscene material.*
9. *Making, prearranging, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or any other kind of sound recording of any obscene or indecent language, poetry, or songs, or speaking any words by means of a telephone to any person which are offensive to decency or are calculated to excite vicious or lewd thoughts or acts or speaking any other communicable words which are offensive to decency or are adapted to excite vicious or lewd thoughts or acts.*
10. *Solicitation of Minors – willfully soliciting or aiding a child to perform or show, exhibit, loan or distribute to a minor child any obscene or indecent writing, paper, book, picture, photograph, motion picture, figure, or form of any description or any type of obscene material for the purpose of inducing any minor to participate in any act described in 7, 8, or 9.*
11. *Procuring or causing participation of a minor, under the age of 18, in any film, motion picture, videotape, photograph, negative, slide, drawing, painting, play, performance or any type of obscene material wherein the minor child is engaged in or portrayed, depicted, or represented as engaging in any act of sexual intercourse.*
12. *Any parent, guardian, or individual having custody of a minor who allows the minor to participate in any act specified in 11.*
13. *Facilitating, encouraging, offering or soliciting sexual conduct with a minor.*
14. *Showing acts of sexual intercourse or unnatural copulation.*
15. *Procuring child under eighteen years of age for prostitution, lewdness or other indecent act.*
16. *Inducing, keeping, detaining, or restraining a child, under eighteen years of age for prostitution.*
17. *Rape by instrumentation.*
18. *Rape in the first or second degree.*
19. *Lewd or indecent proposals or acts as to a child under sixteen.*

**CERTIFICATION REGARDING DEBARMENT/SUSPENSION**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND  
VOLUNTARY EXCLUSION—LOWER-TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspension, Title 7 CFR, § 3017, Subpart C, Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733) and Part II of the November 26, 2003, **Federal Register** (pages 66533-66646). Copies of the regulations may be obtained by contacting the United States Department of Agriculture (USDA).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)**

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization/Vendor Name

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Name(s) and Title(s) of Authorized Representative(s)

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Name of Institution/SFA Official

Title of Official

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Signature

Date

## INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT/SUSPENSION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the next page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to the other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which the transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower-Tier Covered Transactions* without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith that certification required by this clause. The knowledge and information for a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**SUBSTITUTE FOR FORM W-9**

Pursuant to Internal Revenue Service (IRS) Regulations, you must furnish your Taxpayer Identification Number (TIN) to the Midwest City-Del City School District. If this number is not provided, you may be subject to a 24% withholding on each payment. To avoid this 24% withholding and to insure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information.

Owner's Name(if sole proprietor or individual): \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

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

Is your business classified as any of the following:

- Minority-Owned
- Woman-Owned
- Small Business

Nine(9) digit Taxpayer Identification Number:

Social Security Number: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Business Designation:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input type="checkbox"/> Personal Service Corporation       |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Governmental Entity                |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Non-Profit Organization            |
| <input type="checkbox"/> Estate/Trust        | <input type="checkbox"/> Limited Liability Corp(LLC)        |
| <input type="checkbox"/> C Corporation       | <input type="checkbox"/> Limited Liability Partnership(LLP) |
| <input type="checkbox"/> S Corporation       | <input type="checkbox"/> Other _____                        |

Principal Business Activity:

List type of service or product provided

\_\_\_\_\_  
\_\_\_\_\_

Under penalties of perjury, I certify that:

- 1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3) I am a U.S. citizen

Name and Title (print or type): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Return W-9 form to:  
Mid-Del Schools  
PO Box 10630  
Midwest City, OK 73140