



# INVITATION TO BID

## EDMOND PUBLIC SCHOOLS

1001 W. DANFORTH EDMOND, OK 73003

ATTN: PURCHASING (405) 340-2810 [purchasing@edmondschools.net](mailto:purchasing@edmondschools.net)

**BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON PAGE 2 OF THIS BID.**

Issue Date	Competitive Bid Number	Closing Date/Time
April 2, 2021	22-06 Frozen Dessert	April 22, 2021 10:30 a.m.

Edmond Public Schools (EPS) is requesting bids for Frozen Dessert items. Response must be submitted via email on the prepared, enclosed forms.

**BIDS MUST BE EMAILED**

Email the signed bid document and completed forms as an attachment to [purchasing@edmondschools.net](mailto:purchasing@edmondschools.net) by the closing date/time stated above. The subject line must read: **Response to Bid 22-06 Frozen Dessert.**

Emails with this subject line will not be opened until the closing date/time. Emails with this subject line received after the closing time will not be opened.

Anti-Collusion Affidavit and Non-Kickback affidavits must be submitted with each Invoice exceeding \$25,000.

The award will be given to the company ( or companies) submitting the best responsive bid satisfying the requirements of Edmond Public Schools.

Food items specified by brand name, no exceptions, unless brand name or equal have been tested for student preference. Samples of “or equal” items must be made available for evaluation, prior to opening date. Contact the Child Nutrition Office, 125 N. State Street, Edmond, Okla. 73003, or by telephone at 405-340-2889, to schedule delivery of product. “Or Equal” products must be accompanied by the following information:

- Brand Name
- Specification
- Pack-size, including serving per pack
- Packer
- Manufacturer’s code or product number
- Child Nutrition label or product analysis statement, if applicable
- Nutrient analysis information, when applicable

The Board of Education of Independent School District I-12, Oklahoma County, Edmond, Oklahoma, is under no obligation to accept any quotation. This bid quotation is submitted as a legal offer and when accepted by the Board of Education constitutes a firm contract.

**THIS BID INVALID IF NOT SIGNED AND NOTARIZED**

AFFIDAVIT: Firm: \_\_\_\_\_

FEIN: \_\_\_\_\_ Email: \_\_\_\_\_

STATE OF \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

The undersigned agent represents that (s)he is of lawful age, being first duly sworn, on oath says that: (1.) (s)he is the duly authorized agent of the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and district officials or employees, as well as, facts pertaining to the giving or offering of things of value to district personnel in return for special consideration in the award of any contract pursuant to the bid to which this statement is attached; (2.) (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has 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 to: (a.) any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, (b.) any collusion with any district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, (c.) any discussions between bidders and any district official concerning exchange of money or other thing of value for special consideration in the award of a contract, (d.) paying, giving or donating or agreeing to pay, give or donate to any officer or employee of Edmond Public Schools, any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Subscribed & sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NAME/TITLE OF AUTHORIZED AGENT

\_\_\_\_\_  
SIGNATURE NOTARY PUBLIC (or CLERK or JUDGE)  
My commission expires: \_\_\_\_\_ Seal: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

## TERMS AND CONDITIONS

1. Sealed bids are due at the Purchasing Office at Edmond Public Schools (EPS) Administration Center, 1001 W. Danforth, Edmond, Oklahoma. Offers received after the closing time stated in the bids will not be considered.
2. Bids must be sealed and clearly marked with the name of the vendor, bid number, and closing date of bid.
3. The award will be made, on the basis of price and other factors, to the responsive and responsible firm whose response is most advantageous to EPS, after price and other factors have been considered.
4. Bids received must include completed affidavit on front of this form. Alternate forms may be considered but must reference this bid; all terms and conditions will still apply. Penciled offers will not be accepted. All corrections must be initialed.
5. Items shall be proposed F.O.B. to EPS and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
6. All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your bid and such documentation will be furnished to the vendor with the purchase order.
7. The vendor shall deliver merchandise as proposed. No deviations shall be made without prior approval of the Purchasing Office.
8. No interpretation will be addressed by the Purchasing Office unless it is received at least seven (7) days prior to the scheduled closing time. Any and all such interpretations and supplemental instructions will be in the form of written addenda and will be sent to all prospective bidders if the competitive nature of the bid is affected. An extension of the closing date may be made by EPS if the situation warrants.
9. Bids should reference the brand name/item number listed or its equivalency. If bids are based on equivalent ("alternate") products, indicate on the response form the manufacturer's name and item number. Vendor must submit spec sheets for any proposed "alternates" or where the brand is not specified. Proof of equivalency is the responsibility of the bidder, but final determination of acceptable equivalency belongs to EPS. Bids that do not comply with these requirements are subject to rejection.
10. All bids submitted are subject to the purchasing policies and procedures established by the EPS Board of Education, these Terms and Conditions, and specifications listed herein – all of which are made a part of this bid by reference. This bid, any subsequent purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma.
11. This bid is submitted as a legal offer, and any bid awarded by EPS Board of Education constitutes a firm contract.
12. This form must be completed with the corporate name of the responder and must be fully and properly executed by an authorized person and notarized with full knowledge and acceptance of all its provisions. Any contract award and subsequent payment will be made on the basis of responder's name as shown on the response. Oklahoma laws require each vendor submitting a response to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this response is invalid if statement of non-collusion is not signed.
13. By submitting a response, vendor acknowledges and will honor the Terms and Conditions. Any attachments produced by the responder and submitted with this bid will become part of this bid. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
14. **BIDS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. EPS RESERVES THE RIGHT TO REJECT ANY AND ALL OFFERS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.**
15. If this contract will involve any labor on the campus of EPS, the vendor must provide insurance coverage as prescribed by the laws of the State of Oklahoma. The vendor will hold the District harmless and will assume all responsibility for personal injury and property damage occurring with the project. The awarded vendor is to ensure a copy of an Insurance Certificate showing coverage by Worker's Compensation and/or other Liability Insurance is on file with the District, or that s(he) is exempt from carrying such insurance, BEFORE work begins. Failure to carry the Insurance by an exempt vendor will not necessarily void his/her bid.
16. If your company participates in a national purchasing cooperative, please contact EPS Purchasing Office for information regarding the District's participation.
17. Acceptance of the District's purchasing card as a payment may be considered and evaluated in the contract award.
18. There shall be no storage charges for any items stocked by the Vendor. Substitutions made for "out of stock" items are acceptable only with District approval and priced at or below the proposed price of the original items.
19. The Vendor shall keep the District informed of any rebates that could be redeemed by the District and provide tracking information on usage so that the District may take full advantage of all available rebates and free goods offers.
20. As listed in "Attachment A – Delivery Sites", delivery will be to each of the districts' facilities.
  - a. Deliveries are to be made weekly to sites listed in "Attachment A – Delivery Sites".
  - b. Deliveries will be made during normal operating hours of 6:30am – 1:30pm.
  - c. Acceptance of deliveries may be delayed if made between the serving hours of 11:00am – 1:00pm.
  - d. All product and invoices will be inspected and signed by a Child Nutrition employee at the time of delivery denoting correctness of delivery, unless otherwise noted.
21. Returns and Credits:
  - a. Child Nutrition reserves the right to refuse and return any product, at the time of delivery or at the next delivery date, that is determined to be unacceptable. Returned items and cause of refusal will be denoted on the signed invoice.
  - b. Unacceptable product includes, but is not limited to: not meeting specification, out of date, damaged, or pilfered.
  - c. Vendor will replace refused product within a time frame not disruptive of planned usage. Time frame will be mutually determined on case by case basis by Child Nutrition and the vendor.
22. All invoices received by the last working day of any given month, as determined by EPS Child Nutrition, will be paid by the 25<sup>th</sup> day of the following month.
23. Either party may terminate this contract by notifying the other party in writing within thirty (30) days prior to the intended date of termination. Failure to comply in full with the terms of this contract will be considered cause for immediate cancellation.
24. Code of Conduct: No employee, officer, or agent of the District shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. (EPS Policy #6350)
25. Energy Policy and Conservation Act: Vendor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
26. Clean Air/Water Act: Vendor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act and the Federal Water Pollution Control Act as amended. Vendor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Vendor must immediately notify the District of the receipt of any communication indicating that any of the Vendor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. Protest Procedures: Any actual or prospective bidder who considers himself to have been aggrieved in connection with any solicitation, evaluation, or award of a contract by the District may formally protest by submitting in writing to the Business Office of the District specific identification of the statutory or regulatory provision alleged to be violated and a description of the specific action alleged to be in violation. If the protest is not resolved by mutual agreement, the District shall issue a written determination to the protesting party that includes the resolution of the protest. (EPS Policy #6350)
28. The vendor must comply with the Contract Work Hours and Safety Standards Act (CWHSSA), which is a United States federal law that covers hours and safety standards. The Act provides that employees receive no less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek.

### EQUAL OPPORTUNITY STATEMENT

Edmond Public Schools, in compliance with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

## EPS Bid 22-06 Frozen Dessert

All products must meet the following USDA Standards for Smart Snacks in School:

- ◆ Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food
- ◆ Calories: 200 or less
- ◆ Sodium: 200 mg or less
- ◆ Total Fat: 35% of calories or less
- ◆ Saturated Fat: Less than 10% of calories
- ◆ Trans Fat: Zero grams
- ◆ Sugar: 35% by weight or less

**Vendors are not required to respond on all items.**

When bidding items described only by specification, please include the following information:

1. Brand Name
2. Pack-size
3. Packer
4. Manufacturer's code or product number
5. Child Nutrition label or product analysis statement, if applicable
6. Nutrient analysis information, when applicable

**Deliveries must be made to school sites as listed in "Attachment A – Delivery Sites".**

Failure to comply will result in disqualification of the bid.

Food items containing peanut or other tree nut ingredients must be identified as such on the bid response form.

**Vendors should bid only those items that they can supply to Edmond Schools on a consistent basis. Edmond Public Schools Board of Education will evaluate and award in a manner that is most advantageous to the District which may include an item by item basis or market basket comparison.**

Submitted bid response is considered a legal offer and acceptance by the Edmond Public Schools Board of Education constitutes a firm contract. Please reference "Terms and Conditions" attached. Prices and availability of products must be guaranteed for the duration of the contract.

Your assistance and advice in clarification of our system and/or specifications is greatly appreciated. It is our hope you will continue to communicate trends in the market place so the goal of purchasing the right product at the right price for the greatest service to students is accomplished.

### **Credit Terms**

All invoices received by the last working day of any given month, as determined by EPS CNS, will be paid on or about the 25<sup>th</sup> day of the following month.

### **Termination of Contract**

- Either party may terminate this contract by notifying the other party in writing within thirty (30) days prior to the intended date of termination.
- Failure to comply in full with the terms of this contract will be considered cause for immediate cancellation.
- Edmond Public School board of Education will evaluate and award bids on an item by item basis or in a manner that is most advantageous to the District

### **Term of Contract**

The contract period shall be from July 1, 2021, to June 30, 2022.

Signature:

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_.

An authorized representative of \_\_\_\_\_.

# EDMOND PUBLIC SCHOOLS

FROZEN DESSERTS BID for 2021-2022  
7/1/2021 thru 6/30/2022

Mar 22, 2021

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Cat. Item #	Item Description Brand/Product #	Vend Item #	Product Spec	Purchase Unit	Estimate Qty	Quote Per Purchase Unit	Total	Changes/Notes
FRZ.D 00000556	FROZEN DESSERT FROZEN DESSERT			CASE 24/4 OZ	20000			

## ATTACHMENT A – Delivery Sites

**Edmond Public Schools**  
Child Nutrition Office  
125 N. State Street  
Edmond, OK 73003

Deliveries will be made weekly, from 6am to 10:30am, to sites listed below.

### School Delivery Sites – 27 Total (3 locations will have 2 deliveries)

Angie Debo Elementary	16060 North May	Oklahoma City
Centennial Elementary	4400 N Coltrane	Edmond
Charles Haskell Elementary	1701 N. W. 150 <sup>th</sup>	Edmond
Chisholm Elementary	2300 S. E. 33 <sup>rd</sup>	Edmond
Clegern Elementary	601 S Jackson	Edmond
Cross Timbers Elementary	4800 North Kelly	Edmond
Frontier Elementary	4901 Explorer Drive	Edmond
Heritage Elementary	400 E. Sorghum Mill	Edmond
Ida Freeman Elementary	501 West Hurd	Edmond
John Ross Elementary	1901 N. Thomas	Edmond
Northern Hills Elementary	901 East Wayne	Edmond
Orvis Risner Elementary	2801 S. Rankin	Edmond
Redbud Elementary (NEW)	3800 N Douglas Blvd	Edmond
Russell Dougherty Elementary	19 North Boulevard	Edmond
Sunset Elementary	401 West 9 <sup>th</sup>	Edmond
Washington Irving Elementary	18101 N. Western	Edmond
West Field Elementary	17601 North Pennsylvania	Edmond
Will Rogers Elementary	1215 East 9 <sup>th</sup>	Edmond
Central Middle School	500 East 9 <sup>th</sup>	Edmond
Cheyenne Middle School	1271 W Covell	Edmond
Cimarron Middle School	3701 South Bryant	Edmond
Heartland Middle School	4900 Explorer Dr.	Edmond
Sequoyah Middle School	1125 N. E. Danforth	Edmond
Summit Middle School	1703 N. W. 150 <sup>th</sup>	Edmond
Memorial High School	1000 East 15 <sup>th</sup>	(2 stops at this address)
North High School	215 West Danforth	(2 stops at this address)
Santa Fe High School	1901 S. W. 15 <sup>th</sup>	(2 stops at this address)

# 2021 - 2022



## EDMOND PUBLIC SCHOOLS

### July '21

S	M	T	W	T	F	S
		1	2	3		
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### August '21

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### September '21

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### 175 INSTRUCTIONAL DAYS

**Nine Week Reporting Period**

Aug 12 - Oct 14 (Incl. 1 P/T conference day)	44 days
Oct 19 - Dec 17	39 days
<b>First Semester</b>	<b>83 days</b>
Jan 3 - Mar 11 (Incl. 1P/T/ Collaboration)	48 days
Mar 21 - May 20	44 days
<b>Second Semester</b>	<b>92 days</b>

### October '21

S	M	T	W	T	F	S
		1	2			
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### November '21

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### December '21

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**Six Week Reporting Period**

Aug 12 - Sept 24	30 days
Sept 27 - Nov 5	28 days
Nov 8 - Dec 17	25 days
<b>First Semester</b>	<b>83 days</b>
Jan 3 - Feb 18	34 days
Feb 22 - Apr 8	29 days
Apr 11 - May 20	29 days
<b>Second Semester</b>	<b>92 days</b>

### January '22

S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### February '22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

### March '22

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**Holidays**

July 5	Independence Day
Sept 3	Professional Day
Sept 6	Labor Day
Oct 14	Conference Break
Oct 15	Fall Break
Oct 18	Teacher Prof Dev Day
Nov. 22-26	Thanksgiving Break
Dec 20-Jan 3	Winter Break
Jan. 17	Martin Luther King Day
Feb. 21	President's Day
Mar. 14-18	Spring Break
April 15	April Day
May 30	Memorial Day

### April '22

S	M	T	W	T	F	S
		1	2			
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### May '22

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### June '22

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**Professional Development Days**

Aug 3 & 4	Inductee Teachers Report
Aug 5	New to Edmond Teachers Report
Aug 6	All Teachers Report
Aug 6	Convocation
Aug 9,10,11	Professional Day
Sept 3	Fall Teacher/Staff Collaboration Day
Oct 18	Professional Day
Jan 3	Spring Teacher/Staff Collaboration Day
Feb 21	Professional Day /P/T Conference Day
May 23	Teacher Record Day

### STUDENT INFORMATION

- Aug 5 Middle School Information Day
- Aug 10 Elementary Information Day
- Aug 12 First Day of School PK-12

- Oct 7 & 12 Elementary Parent/Teacher Conference (4:30-8:00 pm)
- Oct 7 & 11 Middle School Parent/Teacher Conference (4:30-8:00 pm)
- Oct 5 & 12 High School Parent/Teacher Conference (4:30-8:00 pm)

\*May 20 Last Day of School (Includes 2 snow days; school will dismiss early if not used)

Spring Conference Evenings: Elementary - February 22 Middle School - February 24 High School - February 1

# Edmond Public Schools

Administrative Center  
1001 West Danforth  
Edmond, Oklahoma 73003-4801

Office of  
School Superintendent

Telephone  
405/340-2800

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The affidavit which follows must be executed and returned to the above address before payment can be made. This procedure is required by our auditors so that we are in compliance with the law as stated in the following paragraph of H.B. 2167, Sec. 2:

Any vendor of a school district which files an affidavit pursuant to the law in any one fiscal year shall be exempt from filing any other affidavit pursuant to this section for any subsequent invoice to the same school district during the same fiscal year. Affidavit received shall be continuing information by the vendor the same fiscal year. This means that only one would have to be filed.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant: further states that the (work services or materials) as shown by this invoice or claim has been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AGENT

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

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My commission expires \_\_\_\_\_

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than 510,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name of Company

Address of Company

City State Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date



# EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE

Responding Party must make the following certification:

## CERTIFICATE

I/We hereby certify that

---

Company Name	Address	Phone Number
--------------	---------	--------------

Is an equal opportunity employer as defined in Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

Upon request, we will show proof that our employment practices do meet in every aspect the requirements of Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

\_\_\_\_\_ (Owner or Officer of Firm)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

## IMPORT PRODUCTS/BUY AMERICAN ACT

The 1998 reauthorization of the National School Lunch Act requires school districts participating in the National School Meals Programs in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using Federal Funds. Therefore, if there is a domestic and non-domestic product available, you must propose and supply domestic products. You may supply non-domestic products only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished product come from American produced products. Implementing Federal Regulations are 7 CFR 210.21 and 220.16 published on September 20, 1999. You may be required to provide certification of domestic origin and content. You must certify that the majority of products you propose to supply meet the Federal Requirement in the "Buy American Acts" and stipulate which specific products are unavailable domestically. Exceptions to this rule are pineapple, mandarin oranges, olives, tuna fish, tea, spices and coffee. Products not in compliance with this section shall be in violation of the Federal "Buy American" policy. This purchasing requirement does not apply in instances when:

- a) The District/Cooperative has unusual or ethnic food preferences which can only be met through purchases of products not produced in the United States
- b) The product is not produced in the U.S. in sufficient and reasonable quantities of a satisfactory quality
- c) The cost of the US product is significantly higher than foreign products.

### CERTIFICATE

I/We hereby certify that

\_\_\_\_\_

Company Name	Address	Phone Number
--------------	---------	--------------

Will abide with the Buy American Act and supply domestic products to Edmond Public Schools, except in the authorized exceptions listed above.

List Non-Domestic Products proposed to be Provided:

PRODUCT	COUNTRY OF ORIGIN

Upon request, we will show proof that our practices do meet in every respect the requirements of the Buy American Act.

\_\_\_\_\_ (Owner or Officer of Firm)

\_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

## NON-COLLUSION AFFIDAVIT

The Responding Party, by affixing its signature below, certifies that its proposal is made without previous understanding, agreement, or connection with any persons, firms, corporations, Edmond Public Schools, \_\_\_\_\_ (proposer name) or any other party submitting a bid or proposal for the same items. The Offeror also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of Edmond Public Schools' public procurement process, all Offerors are hereby placed on notice that any and all Offerors who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.

### AFFIDAVIT

I/we hereby affirm/swear that the proposal submitted to Edmond Public Schools for:

\_\_\_\_\_ (bid category)

Dated: \_\_\_\_\_

Is a competitive open market proposal, and was submitted freely without outside control, collusion, fraud or otherwise illegal action.

\_\_\_\_\_ (Owner or Officer of Firm)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

## Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, 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.
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," "suspended," "ineligible," "lower tiered 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 the 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 this 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 Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier 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 determined the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by the clause. The knowledge and information of 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 five 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.

**U. S. DEPARTMENT OF AGRICULTURE**

**Certification Regarding Debarment, Suspension, ineligibility,  
and Voluntary Exclusion – Lower Tier Covered Transactions**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being 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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Company Name

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Name and Title of Authorized Representative

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Company Representative Signature

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Date