Sealed Bids will be accepted at the office of the Executive Director of Finance until 2:00 p.m., June 16, 2022. At 2:00 p.m. of the same day, a public opening of all Bids will be held in the office of the Executive Director of Finance.

All Bids must be accompanied by a completed (signed & notarized) business relationships affidavit, non-collusion affidavit and Statement of Compliance. All Bids submitted without all these affidavits (and Bid bond, if specified) will not be considered. Please submit one (1) original and one (1) legible copy of your Bid. Bids received more than ninety-six (96) hours prior to Bid opening (excluding Saturdays, Sundays, and holidays) may not be considered for award of Bid. Bids may not be modified after submittal.

Please indicate "Sealed Bid" and Bid number on outside of sealed envelope.

The Board of Education of District 1-20, Muskogee County, Oklahoma is under no obligation to accept any Bid. The Board of Education reserves the right to evaluate Bids, to reject any or all Bids, and to waive any informality in any Bid. This Bid is submitted as a legal offer, and when accepted by the Board of Education, constitutes a firm contract.

David Chester
Executive Director of Finance
Muskogee Public Schools
202 West Broadway
Muskogee, OK 74401
918/684-3700 ext. 1646

Vendor Name, Address & Phone:

________________________________________
________________________________________
________________________________________
Muskogee Public Schools
Child Nutrition Services
202 West Broadway, Muskogee, Oklahoma 74403
918.684.3765 – Office 918.684.3766 – Fax

Notice of Request for Competitive Sealed Proposal
DAIRY AND JUICE PRODUCTS

May 20, 2022

The Muskogee Public Schools, Child Nutrition Services Department (MPSCNS) is soliciting competitive sealed proposals for a dairy and juice pricing agreement. This is a one-year agreement that will consist of the 2022 – 2023 school year. MPSCNS intends to enter into an agreement whereby MPSCNS agrees to purchase 100% of the listed dairy and juice items from one vendor. These quantities, while not exact, are projections of use during the school year and must not be construed as exact quantities.

All proposals must be submitted in accordance with the terms, conditions, and provisions of the solicitation package and in a sealed envelope. The effective date is August 1, 2022 – July 31, 2023. Include in your bid, nutrition facts for your dairy and juice products.

Award will be made to the responsible bidder(s) whose proposals are responsive and most advantageous to the District based on price and other factors considered. The sole factors to be considered will be a firm bid price, completeness as to items requested and meeting the specifications per item as listed.

The Board of Education reserves the right to reject or accept any or all bids, or any part of any or all bids. Contracts entered into on the basis of submitted bids are revocable if contrary to law.

Bids should be based upon delivery to kitchen coolers, filling of milk boxes and removal of old product.

Milk products will be delivered to eleven school kitchens as requested/ordered by the site Food Service Manager or designee.

This institution is an equal opportunity provider.

Buyer Contact:  Kim Hall, Food Service Director
Buyer Email:   Kim.Hall@roughers.net
Buyer Phone: 918.684.3765
INTRODUCTION
The District is soliciting competitive sealed proposals for the purchase of dairy and juice products. Where it is in the District’s best interest, the District may also use the awarded supplier(s) to purchase like or equal products. Proposals shall be signed by an authorized agent and submitted in a sealed envelope marked with the bid number, due date and time.

INSTRUCTIONS
All bids must be submitted to the name and address shown on the face of the cover sheet of the solicitation document.

Faxed bids, electronic or telephone bids/quotes will not be accepted. All changes and modifications to a bid must also be submitted in a sealed manner prior to the bid opening.

Bids must be received by the due date and time indicated on the bid cover page. Late bids will not be considered; however, exceptions may be granted for instances where there are documented weather conditions that caused the late delivery or the closure of the school district’s central office resulted in a disruption of delivery.

You, the bidder, are responsible for examining the instructions to bidders, special provisions, specifications, forms, bid form, and all other terms and conditions contained herein prior to submitting a bid. Failure to examine any portion of this solicitation, or any errors made in the preparation of your response, shall be at your own risk.

A public bid opening will be conducted following the close of the bid deadline. Once submitted, all bids and copies will become the property of the school district.

OFFER AND AWARD
Your response to this solicitation shall be an irrevocable offer which may or may not be accepted by the school district. Your bid may be accepted, awarded, or rejected in whole or in part; however, award shall only be for those items the school district selects and confirms in the form of a notice of award and a purchase order approved by the Muskogee Public Schools Board of Education and issued on a printed purchase order.

No part of a bidder’s offer including, but not limited to, pricing and terms can be changed or modified after the bids have been closed or publically opened.

The proposals will be awarded to the responsible bidder(s) whose proposals are responsive and most advantageous to the school district with price and other factors being considered.

Bids are publicly solicited and a firm-fixed price (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for proposal, is the lowest in price.

ANTI-DISCRIMINATION
By submitting a bid/proposal and furnishing a signature thereon, the Bidder/Offeror hereby affirms and certifies that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, and related Anti-discrimination Presidential Executive orders amended, as well as the Oklahoma Anti-Discrimination Act, as amended.
Child nutrition services

The Bidder must provide in its solicitations and advertisements, a statement that said Bidder is an equal opportunity employer. It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, service and activities.

TERMINATION
Failure to comply with the terms and conditions of this solicitation or deliver the materials, goods, or services at the prices furnished in response to this request for proposal and subsequently awarded contract or purchase order will void the contract award. After oral or written notice of nonperformance (failure to provide goods or services) is furnished to the awarded contractor/supplier, Muskogee Public Schools reserves the right to purchase the goods, materials or services from other sources and hold the awarded bidder/contractor responsible for any resulting additional purchase and administrative costs.

Muskogee Public Schools reserves the right to cancel and terminate any resulting contract, in part or in whole, should the Food Service Coordinator determine that it is in the best interest of Muskogee Public Schools to do so. At least thirty (30) day prior to the termination date, the District may issue a Notice of Termination specifying the nature and extent of the termination and effective date of such termination. After receipt of the termination, the contractor must cease and stop all work and deliveries under the purchase order/contract on the date and extent of the termination. The contractor shall not be relieved from the obligation to deliver and/or perform performing orders issued prior to the effective date of the termination. The contractor shall not be entitled to losses for anticipated profit or underperformed services.

APPLICABLE FEDERAL LAWS
Equal Employment Opportunity (41 CFR, Part 60) Compliance with Equal Employment Opportunity Executive Orders 11246 and 11375 and supplemented by Department of Labor regulations (41 CFR Chapter 60)
Debarment and Suspension (EO 12549 and 12689, 2 CFR 180.220).
No contract shall be made or awarded to an entity or person who is a party excluded under the System for Award Management (SAM);
For awards and contracts over $100,000, the contractor/successful bidder must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or attempted to influence an officer or employee of the agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
National School Lunch Buy American Program Act
Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S.C. 1760) to require SFAs participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase for those programs, to the maximum extent practicable, domestic USDA Foods or products. For purposes of this provision, the term domestic food commodity or product means agricultural USDA Foods produced in the United States and food products processed in the United States SUBSTANTIALLY using agricultural USDA Foods that are produced in the United States. The Conference Report accompanying Public Law 105-336 makes it clear that the term SUBSTANTIALLY means that over 51 percent of the processed food comes from American-produced products.

QUESTIONS
All questions of relevance must be submitted in writing or email to the Food Service Director prior to public opening of bids.
## Dairy and Juice Products

<table>
<thead>
<tr>
<th>Item #</th>
<th>Approximate Carton Quantity Monthly</th>
<th>Description</th>
<th>Amount of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18,000</td>
<td>½ pint, 1% Low Fat White Milk</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1,650</td>
<td>½ pint, Skim White Milk</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>33,000</td>
<td>½ pint, 1% Fat Free Chocolate Milk</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>7,500</td>
<td>4 oz., 100% Orange Juice</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>10,300</td>
<td>4 oz., 100% Apple Juice</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>5</td>
<td>5 lb., Sour Cream, Fat Free</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>20</td>
<td>1 oz., 100 ct., Sour cream, Fat Free</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>7</td>
<td>Gal., 1% Low Fat White Milk</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>40</td>
<td>Buttermilk, ½ Gallon</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>1,350</td>
<td>6 oz., Yogurt, Various Flavors</td>
<td></td>
</tr>
</tbody>
</table>

Name of Company

Contact Name

Address, City, State, Zip

Phone/Fax

Vendor Signature
BIDDING DOCUMENTS

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Noncollusion Affidavit

STATE OF ________________________

)ss.

COUNTY OF ________________________

______________________________, of lawful age, being 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 collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price 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.

X_______________________________

Signature of Representative

Subscribed and sworn to before me this __________ day of __________, ________.

______________________________

Notary Public

My Commission Expires: ________________

Bid Affidavits

Page 1
B. **Business Relationships Affidavit**

STATE OF ___________________________

COUNTY OF ___________________________

______________________, 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 nature of any partnership, joint venture, or other business relationship presently in effect or which existed within 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 bidding company 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.)

\[X\]

Signature of Representative

Subscribed and sworn to before me this ________ day of ______________, _____.

__________________________________________

Notary Public

My Commission Expires: _______________________

____________________________

Bid Affidavits
MUSKOGEE PUBLIC SCHOOLS
Important: Amended Law (S.B. 588) effective May 24, 1999
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 the school district for services to be performed on school premises shall knowingly and willfully 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:
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.
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:
1207191536. 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 ten (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.
1207191537. 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.
1207191538. 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#

DATE
FELONY

A felony is a crime which is, or may be, punishable with death, by imprisonment in the penitentiary with or without postimprisonment supervision, by a sentence to community punishment, or by a fine.

*OKLAHOMA SEX OFFENDERS REGISTRATION ACT*

The provisions of the Oklahoma Sex Offenders Registration Act apply to any person who, after November 1, 1989, has been convicted, whether upon a verdict or pleas of guilty or upon a plea of nolo contendere, or received a suspended sentence for a crime or an attempt to commit one of 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.**
   i. “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.
   ii. “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 the 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.


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, for any description or any type of obscene material.

9. Making, prearranging, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any pictorial 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.