

FOOD SERVICE PROCUREMENT POLICY AND WRITTEN STANDARDS OF CONDUCT

The District will obtain competitive bids when purchasing any item costing more than ten thousand dollars (\$10,000.00) and less than twenty-five thousand dollars (\$25,000.00) unless precluded by other regulation or statute. If the amount exceeds twenty-five thousand dollars (\$25,000.00), a contract must be awarded through a formal bid process and a call for bids shall be published at least once in a newspaper of general circulation in the district, as well as published in a newspaper generally circulated state-wide and posted on the district's website. The call for bids may also be published in a nationwide newspaper. The district shall reserve the right to reject any and all bids if there is a sound documented reason. The district may waive minor irregularities and informalities which do not give any bidder a competitive advantage when reviewing bids. No contract shall be divided for the purpose of avoiding this paragraph. Items for which bids must be obtained may be described in the published call for bids by stating general requirements and making detailed specifications available to prospective bidders at the district's administrative headquarters. Since purchases below \$10,000.00 would be a small purchase they do not require a formal bid process, however, the small purchase shall be made on a competitive basis. Federal regulations define a limit for a micro-purchase. Micro-purchases may be awarded without soliciting competitive quotes if the price is considered reasonable. To the extent feasible, however, the school district must distribute micro-purchases equitably among qualified suppliers. The micro-purchase threshold currently (\$3,500.00) is defined by 2 C.F.R. 200.67 and is periodically adjusted for inflation. Therefore, this amount will be adjusted automatically as allowed by federal regulation.

Bid Specifications:

Contracts cannot be awarded to potential vendors that wrote any of the bid specifications, the solicitation documents, or the contract language. Potential bidders may provide information for the specifications but cannot prepare documents.

Identical bid specifications or request for proposals must be provided to all potential vendors. This must include all important information such as delivery schedules, quantities, product specifications, and purchase conditions.

The District will avoid acquisitions of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.

Per 2 CFR 200.321, the District will purchase from small, minority and women's business enterprises and labor surplus firms whenever possible.

Geographic Preferences:

No geographic preferences (advantage based on location) is allowed with federal funds except for documented farm to school (farm to plate) efforts. Therefore, as part of farm to school the district may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products.

Buy American:

The District is required to purchase, to the maximum extent possible, domestic products for use in meals served in its National School Lunch and School Breakfast Programs. The “buy American” requirement (7 CFR Part 210.21(d)) specifies that the District should purchase domestically produced food and food products.

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.

The “buy American” provision also applies to entities that purchase on behalf of the District.

If the District is unable to purchase a domestic item, documentation must be kept justifying the exemption(s) and maintained for review by the SA.

The District will include a “buy American” clause in all product specifications, bid solicitations, requests for proposals, purchase orders, and any other type of procurement documents issued.

Discounts, Rebates, Credits:

The district will verify that all food program contracts and procurements are net of all applicable discounts, rebates, and credits. All contractors will maintain records and source documents in support of all costs, discounts, rebates, and credits.

Cost Reimbursable Contracts – Only:

Only allowable costs will be paid from the nonprofit school food service account to the CONTRACTOR net of all discounts, rebates and other applicable credits accruing to or received by the CONTRACTOR or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the School Food Authority. The SFA shall ensure that the CONTRACTOR fully discloses all discounts, rebates, allowances and incentives received by the company from its suppliers. If the company receives a discount, rebate, allowance or incentive from any supplier, the company must disclose and return to the SFA the full amount of the discount, rebate or applicable credit that is received based on the

purchases made on behalf of the SFA. All discounts, rebates, allowances and incentives must be returned to the SFA during a mutually agreed upon timeframe that is beneficial to the school district.

Sufficient detail and information must be supplied to the SFA to identify allowable and unallowable costs, as well as the amount of all discounts, rebates and other applicable credits on invoices.

Records Retention:

The district will retain all program records for three years after final payments and/or three years after any pending matters have been closed and completed. The District will also maintain records sufficient to detail the history of any procurements. These records will include, but are not limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Bid Protest Procedures

Any vendor who desires to protest the award of a bid pursuant to this policy shall, within fifteen (15) days after award of the bid, give notice of their protest. The notice shall state in detail the basis of the claimant's bid protest and the resolution requested. The bid protest shall be provided to the Food Service Director or other person designated by the school district to handle bid protests pursuant to the food service procurement policy. The Food Service Director or other person so designated shall investigate the claim and issue a written decision within fifteen (15) days after receipt. If the claimant is not satisfied with the decision of the Food Service Director, the claimant may appeal the decision to the board of trustees of the school district. The notice of appeal shall be filed with the board of trustees at the office of the Superintendent of Schools within fifteen (15) days after issuance of the decision being appealed from. The appeal shall state the basis of the appeal and provide to the board the original bid protest, together with a copy of the decision being appealed from. The specific grounds for the appeal shall be stated in the appeal and shall not include additional claims or information not provided with the original bid protest.

The board of trustees at the next regular board meeting following the receipt of the appeal shall either hear the appeal or set a time to consider the appeal. The board may in its discretion render a decision based upon the information and records before the board of trustees or, in the board's discretion, may request the claimant and a representative of the school district to each present information pertaining to the bid protest. In the event the board chooses to hear from the bid protester and a representative of the school district, each will be entitled to present or have someone on their behalf present their position to the board.

Thereafter, the board shall render its decision either at that meeting or at the next regular board meeting.

Standards of Conduct:

No employee, officer or agent of the district shall participate in the selection, award or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his/her business partner or associate, or an organization which employs or is about to employ any of the persons referred to herein, has a financial or other interest in the firm selected for an award. The officers, employees and agents of the district shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or organizations doing business with the district. An exception may be made for the receipt of an unsolicited item of nominal value if approved by the superintendent or his designee.

The district would like all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations. Any employee who violates the terms of this policy shall be subject to disciplinary action, up to and including termination from employment. Non-employee agents or representatives may also be sanctioned and removed from their position as agent or representative for the district for violation of this policy.

Contract Administration:

The district will maintain a contract administration system which will ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. The district's business manager will review all aspects of any contractor bid documents, expenditures, processes and procedural aspects to ensure compliance with all federal, state and school district regulations. In any instance in which a contract or purchase order has been breached or violated by the contractor, the district will reserve the right to collect any and all damages that may arise from the breach of contract either through mediation or through an appropriate court proceeding, all of which will be retained by the school district. In addition, the district reserves the right to administer appropriate sanctions, including barring the contractor from bidding on future contracts. In appropriate cases, the contract may include liquidated damages for failure to timely and/or appropriately comply with the contract provisions. All contracts in excess of \$10,000.00 will address termination for cause and for convenience, and include the manner by which it will be affected and the basis for settlement. Contracts made under a federal award (such as with funding from USDA child nutrition programs) will also contain all applicable federal provisions as referenced under Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts under Federal Awards.

Debarment and Suspension of a Vendor:

For all food service contracts to be paid with federal assistance the vendor will be required to fill out a certification regarding debarment and suspension and submit the signed certification with the food service contract to the district. The district will use the state-approved debarment and suspension certification form to be included as an attachment to all contracts and bid documents. The district will keep this form on file.

The certification statement is intended to assure the district that neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the contract by any federal department or agency.

Non-Discrimination Clause

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal Civil Rights Law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and 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, etc.), 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, 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 (8966) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

REVISED POLICY
ADOPTION DATE: APRIL 9, 2014
REVISION DATE: OCTOBER 11, 2017
