

**PROCUREMENT PLAN
CHILD NUTRITION PROGRAMS**

A Procurement Plan for School Food Authorities

This document is a sample and is not intended to be all inclusive. The School Food Authority is ultimately responsible to ensure that the plan complies with all Federal Regulations, State Procurement Code and Regulations and local procurement policies. Any plan must ensure there are no provisions that unduly restrict competition. It is the SFA's responsibility to follow their written plan.

Name of School Food Authority

This procurement plan contained on the following pages _____ through _____ will be implemented on _____ from that date forward until amended. All procurements must adhere to free and open competition. Source documentation must be available to determine open competition, the reasonableness, the allowability and the allocation of costs.

Superintendent

Date

Child Nutrition Director

Date

Purchasing Agent

Date

(Name of School Food Authority)

PROCUREMENT PLAN

A. General Procurement Procedures

1. The SFA will have documented Procurement Procedures for all purchases where Child Nutrition Funds are utilized. The SFA must follow their documented procurement procedures.
2. The Procurement Plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities using child nutrition program funds.
3. If the amount of purchases is more than the Federal small purchase threshold (currently valued at \$150,000 for Charter Schools), the State Small Purchase Threshold, currently valued at \$30,000 (La. R.S. 38 Public Bid, or SFA approved threshold if less), formal procurement procedures will be used as required by 2 CFR Part 200.318-326 and (Name of State agency) Procurement Code and Regulations. Informal procurement procedures (micropurchase or small purchase) may be used for purchases under the most restrictive small purchase threshold, which is \$_____ for (Name of School Food Authority).
4. Contracts that have been awarded by the State of Louisiana Office of State Purchasing may not be utilized by the SFA unless all federal requirements are met. As of January, 2018, all required federal requirements have not been met. SFAs are not allowed to use state contracts.
5. The (Name of School Food Authority) has written codes of conduct that include prohibiting real, or apparent conflicts of interest for employees engaged in selection, award, and administration of contracts? [2 CFR 200.318(c)(1)/7 CFR 3016.36(3)(1-1v)]

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds. These written standards of conduct include:

- A. No employee, officer or agent of the (School Food Authority) shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
- B. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 1. The employee, officer or agent;
 2. Any member of the immediate family;
 3. His or her partner;
 4. An organization which employs or is about to employ one of the above.
- C. The (School Food Authority) employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
- D. Penalties for violation of the standards of code of conduct of the (School Food Authority) School Child Nutrition Program may include but are not limited to:
 1. Reprimand by Board of Education;

2. Dismissal by Board of Education;
3. Any legal action necessary.

6. The SFA will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders 2 CFR 200.318(b).
7. SFA will retain records for 3 years after the final claim for reimbursement for the fiscal year or until resolution of any audits. These records will include, but are not necessarily limited to the following: invoices, request for quotes, specifications, Buy American requirements, quotes, IFB/RFP solicitations, advertisements, bid/RFP/quote analyses, contractor selection or rejection, and contracts including prices.

Category	Procurement Method	Evaluation Used	Contract Award Type	Contract Duration/Frequency
Miscellaneous items below \$3,500 per purchase	Informal: Micropurchase	Micro purchases must be spread among available vendors	Fixed price	As needed
Miscellaneous items below the small purchase threshold	Informal: Small purchase. Buy American requirement if agricultural product.	Small purchases must have at least 2 quotes, preferably 3 quotes, documented	Fixed price	As needed

8. Formal bid procedures may be used for any dollar amount but **MUST** be used for all purchases in excess of the small purchase threshold.

Category	Procurement Method	Evaluation Used	Contract Award Type	Contract Duration/Frequency
Frozen Foods (Meats, Fruits, Vegetables); Canned Foods(same as above); Bakery, Pasta, and Miscellaneous, Manual-All Purpose Cleaning Supplies, Paper and Plastic Supplies	Formal	Bottom line	Fixed price	Bi-annual (August 1-January 31; February 1-July 31)
Fresh Fruits and Vegetables	Formal	Bottom line	Cost reimbursable Plus fixed-fee	Bi-annual, same as above
Dish machine Chemicals	Formal	Bottom line	Fixed price	August 1-June 15
Small wares	Formal	Bottom line	Fixed price	May/annual
Capital Equipment	Formal	Bottom line	Fixed price	May/annual
Fresh Bread	Formal	Bottom line	Fixed price	Annual by SY
Commodity Processing	Formal	Bottom Line	Fixed price	Annual by SY
Milk and Dairy Products	Formal	Bottom line with NO PREFERENCE POINTS FOR LOUISIANA GROWN ALLOWED	Fixed price with price adjustment	Annual by SY
Office Supplies	District contract	Bottom line	Fixed price	Annual July 1-June 30
Software including maintenance fees	Formal	RFP	Fixed Price	Annual with 2 year renewal option

***This is a sample. SFAs are to include their methods of procurement

9. Formal bid procedures will be applied on **the basis of a:**

- _____ Centralized System
- _____ Individual School
- _____ Multi-School Systems
- _____ Combination of above (specify):

10. Because of the potential for purchasing more than the **small purchase threshold**, it will be the responsibility of (Title of person/position) to document the amounts to be purchased so the correct method of procurement will be followed.

B. When a formal procurement method is required, **COMPETITIVE SEALED BID, Invitation for Bid (IFB), or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)** the following procedures will apply:

- An announcement of an **Invitation for Bid (IFB) or a Request for Proposal (RFP)** will be placed in the _____ (Newspaper/media, IPS Website, other internet source) to publicize the intent of the School Food Authority to purchase needed items. The advertisement for bids/proposals or legal notice will be run for (Length of Time).
- An advertisement is required for all purchases over the SFA/LEA's small purchase threshold of (actual amount of the SFA's small purchase threshold.) The announcement (advertisement or legal notice) will contain a:
 - general description of items to be purchased
 - deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms and conditions as needed
 - date of pre-bid meeting, if provided, and if attendance is a requirement for bid award
 - deadline for submission of sealed bids or proposals, and
 - address of location where complete specifications and bid forms may be obtained.
- In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications. Specifications provided in the solicitation must be in sufficient detail that all prospective vendors are bidding on the same item.
- The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
- The SFA will perform a cost analysis in connection with every procurement in excess of the Small Purchase Threshold including contract modifications. This analysis is to be included in each solicitation.
- The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
 - Contract period
 - Date, time, and location of bid opening
 - How vendor is to be informed of bid acceptance or rejection

- Delivery schedule
- Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
- Benefits to which the School Food Authority will be entitled if the contractor cannot or will not perform as required
- Statement assuring positive efforts will be made to involve minority and small business
- Statement regarding the return of purchase incentives, discounts, rebates, and credits to the School Food Authority's non-profit Child Nutrition account
- Piggybacking (optional)
 - a. Must include limitations such as dollar value or the number of additional parties that may be added if piggybacking will be allowed
 - b. There must be a provision that the contractor will agree to retain all books, records, and other documents relative to the contract agreement for 3 years after final payment or until audited by SFA, whichever is sooner.
 - c. A Provision to be included that the SFA, its authorized agents, and/or State and /or USDA auditors shall have full access to and the right to examine any of said materials during said period.
- The SFA may only specify a brand name product when a pre-approved equal is allowed.
- Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments)
- Method of evaluation and type of contract to be awarded
- Method of award announcement and effective date (if intent to award is require by State or local procurement requirements)
- Provision requiring access by duly authorized representatives of the School Food Authority, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
- Method of shipment or delivery upon contract award
- Provision requiring contractor to maintain all required records for **three** years after final payment and all other pending matters (audits) are closed for all negotiated contracts
- Description of process for enabling vendors to receive or pick up orders upon contract award
- Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
- Signed statement of non-collusion
- Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).
- Specifications and estimated quantities of products and services prepared by SFA and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
- If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by (Title of person/position) and date specified.
- The (Title of person/position) will be responsible for securing all bids or proposals.
- The (Title of person/position) will be responsible for conducting a cost or

price analysis in connection with every procurement action in excess of the Small Purchase Threshold including contract modifications.

- The (Title of person/position) will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
- The following criteria will be used in awarding contracts as a result of bids/proposals.

- i. Price
- ii. _____ (Ex.: quality, delivery, service, etc.)
- iii. _____
- iv. _____
- v. _____

Additional Requirements for Commodity Processing Bid

- The value pass-through (VPT) method to be used? (NOTE: *VPT= rebate, net-off invoice*)
- A provision for information in bid/response for food recalls procedures
- Requirement that vendor provide contact information for a point and backup person for handling food recalls
- The name of the SFA contact and backup contact for food recalls
- Buy American Provision and Buy American Certification Form are required

Cooperative Bidding

- SFAs bidding as a cooperative are not exempt from meeting all regulations. Each SFA is responsible for maintaining copies of all solicitations, bid responses, bid awards including justification for awarding bids.

Required Provisions from Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41

CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—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 2 CFR 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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 for influencing or attempting to influence an officer or employee of any 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Required Contract Provisions from 2 CFR Part 200

1. **Procurement of recovered materials-** A non-Federal entity that is a state agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item **exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines (2 CFR Part 200.322)

2. The vendor agrees to take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible (2 CFR Part 200.321)

Required Contract Provisions from 7 CFR Part 210

1. The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.

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). Section 12(n) of the National School Lunch Act defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

- A. Alternative substitute (s) that are domestic and meet the required specifications:
1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

The SFA will include the “**BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES**” in all procurements (A sample copy is included in this Plan).

The vendor must identify all food products bid by the Company that do not meet the definition of “domestic” on this document. In the event the SFA receives a bid from a vendor that does not include this Information, the SFA is to consider the bid non-responsive.

2. Contract provisions as required in 7 CFR Part 210.21(f) for all **cost reimbursable contracts**

210.21(f) Cost reimbursable contracts—(1) Required provisions. The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

(i) 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;

(ii)(A) The contractor must separately identify each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner

suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

(2) *Prohibited expenditures.* No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

3. Contract provisions as required in 7 CFR Part 210.16(a)(1-10) for **Food Service Management Company contracts** *(Charter schools only in Louisiana)*

210.16 (a) General. Any school food authority (including a State agency acting in the capacity of a school food authority) may contract with a food service management company to manage its food service operation in one or more of its schools. However, no school or school food authority may contract with a food service management company to operate an a la carte food service unless the company agrees to offer free, reduced price and paid reimbursable lunches to all eligible children.

Any school food authority that employs a food service management company in the operation of its nonprofit school food service shall:

- (1) Adhere to the procurement standards specified in §210.21 when contracting with the food service management company;
- (2) Ensure that the food service operation is in conformance with the school food authority's agreement under the Program;
- (3) Monitor the food service operation through periodic on-site visits (these visits must be documented);
- (4) Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals;
- (5) Retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims;
- (6) Ensure that all federally donated foods received by the school food authority and made available to the food service management company accrue only to the benefit of the

- school food authority's nonprofit school food service and are fully utilized therein;
- (7) Maintain applicable health certification and assure that all State and local regulations are being met by a food service management company preparing or serving meals at a school food authority facility;
 - (8) Establish an advisory board composed of parents, teachers, and students to assist in menu planning;
 - (9) The school food authority must incorporate all State agency required changes to its solicitation documents before issuing those documents;
 - (10) Ensure that the State agency has reviewed and approved the contract terms and that the school food authority has incorporated all State agency required changes into the contract or amendment before any contract or amendment to an existing food service management company contract is executed. Any changes made by the school food authority or a food service management company to a State agency pre-approved prototype contract or State agency approved contract term must be approved in writing by the State agency before the contract is executed. When requested, the school food authority must submit all procurement documents, including responses submitted by potential contractors, to the State agency, by the due date established by the State agency.
 - (11) Conduct a reconciliation at least annually and at contract termination to ensure the FSMC has credited it for the full value of all USDA food received

Other Contract Provisions

1. The vendor shall comply with the following **civil rights laws**, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement in School Nutrition Programs.

Competitive Negotiations (RFP)

- In awarding a competitive negotiation (RFP), a set of award criterion in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, **but remains the primary consideration when awarding a contract.** Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
- The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the SFA, price, and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
- (Title of person/position) is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
- (Title of person/position) reviewing the procurement system to ensure compliance with applicable laws.
- (Title of person/position) responsible for documentation the actual product specified is received.
- Any time an accepted item is not available, the (Title of person/position) will select the acceptable alternate. The contractor must inform (Title of person/position) (time/by when) a product is not available. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product. The (Title of person/position) must comply with the Buy American Provision.

- Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is (Title of person/position).
- The (Title of person/position) responsible for maintaining all procurement documentation.

C. If the amount of purchases for items is less than the district's small purchase threshold, the following, **SMALL PURCHASE PROCEDURES, including quotes**, will be used. Quotes from an adequate number of qualified sources will be required.

1. Written Specifications will be prepared and provided to the vendors.
2. Clear and accurate descriptions of the technical requirements must be provided for the product or service being procured
3. Where applicable, the specifications must include a requirement that goods must be produced and processed in the United States.

The SFA and vendor shall comply with the **Buy American Provision** for all solicitations and contracts that involve the purchase of food, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210). The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.

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). Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. Substantially means over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. The Buy American provision must be followed in all procurements where funds are used from the nonprofit food service account, whether directly by an SFA or on its behalf.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of day 14 days in advance of delivery. The request must include the:

- A. Alternative substitute (s) that are domestic and meet the required specifications:
 1. The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

The SFA will include the "**BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES**" in all procurements (A sample copy is included in this Plan).

The vendor must identify all food products bid by the company that do not meet the definition of "domestic" on this document. In the event the SFA receives a bid from a vendor that does not include this information, the SFA must consider the bid non-responsive.

4. Each vendor will be contacted and given an opportunity to provide a price quote based on the

same specifications. For procurements of less than \$10,000 a minimum of two vendors, preferably three shall be contacted. A minimum of three vendors should be contacted when the contract value is between \$10,000 and \$30,000 Revised Statute 38:2212.1(A)(1)(b).

5. The (Title of person/position) will be responsible for contacting potential vendors when price quotes are needed.

6. The price quotes will receive appropriate confidentiality before award.

7. The (Title of person/position) will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and **written specifications**.

8. The (Title of Person) will be responsible for documentation that the actual product specified is received.

9. Anytime an accepted item is not available, the (Title of person/position) will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.

10. Quotes will be awarded by (Title of person/position). Quotes awarded will be to the lowest and best quote based upon the following criteria:

- a. Price _____ (Ex.: quality, delivery, service, etc.)
- b. _____
- c. _____

11. The (Title of person/position) is required to sign all quote tabulations, signifying a review and approval of the selections.

D. Micro purchases- Procurement by micro purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,500 (or \$2,000 in the case of acquisitions for construction subject to the Davis- Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable. (CFR 200.320)

E. Noncompetitive Proposal-This procurement method is used if items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, NON-COMPETITIVE NEGOTIATION procedures will be used:

Procurement by noncompetitive proposal may be used only when the award of a contract is not feasible under one of the other procurement procedures.

In order to use a noncompetitive proposal, one of the following circumstances must apply:

- The item is available only from a single source
- The public exigency or emergency does not permit a delay resulting from competitive solicitation
- The awarding agency authorizes noncompetitive proposals
- After solicitation of a number of sources, competition is determined inadequate

Noncompetitive proposals can be used when a single solicitation or offer is received in response to a properly conducted competitive solicitation, the procurement process has been competitive, but has led to a circumstance that justifies the use of noncompetitive proposals as the final stage of the competitive procurement process.

Questions to ask before using a Noncompetitive Proposal

- 1) Was only one response received because the solicitation document poorly written or too restrictive, thereby limiting the number of companies willing to respond?
- 2) Would a different description of the product or service specifications yield more than one offer?

If the SFA decides the solicitation document is adequate it can either:

- 1) Award the contract to the single respondent, or
- 2) Attempt to negotiate better prices and/or terms with the single respondent

If the SFA decides the solicitation document inadvertently limited competition, it may:

- 1) Re-advertise the procurement with a new solicitation
- 2) If there is not enough time to re-advertise, the SFA may inform the sole respondent that the contract will be limited to the period of time stated in the initial solicitation document and must not be renewed
- 3) Obtain documentation as to why the non-responders did not submit a proposal

1. Written Specifications will be prepared and provided to the vendor.
2. The (Title of person/position) will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
3. The (Title of person/position) will be responsible for documentation that the actual product or service specified was received.
4. The (Title of person/position) will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
5. Non-competitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of non-competitive negotiation purchase shall be maintained by the (School Food Authority Official). The record of non-competitive purchases shall include, at a minimum, the following:
 - item name
 - dollar amount
 - vendor, and
 - reason for non-competitive procurement

A member or representative of the local Board of Education or Governing Board will approve, in advance, all procurements that result from non-competitive negotiations.

F. Miscellaneous Provisions:

1. New product evaluation procedures will include:
 - _____
 - _____
 - _____
2. The School Food Authority agrees that the reviewing official of each transaction will be the (Title of person/position).

3. Payment will be made to the vendor when the contract has been met and verified and has met the SFA's procedures for payment. (If prompt payment is made, discounts, etc. are accepted.)
4. Specifications will be updated as need.
5. If product is not as specified, the following procedure will take place:
 - _____
 - _____
 - _____

G. Emergency or “Pressing Need” Purchases

1). If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by the (School Food Authority Official). The following emergency procedures shall be followed. All emergency procurements shall be approved by the (School Food Authority Official). At a minimum, the following emergency procurement procedures shall be documented:

- item name
- dollar amount
- vendor, and
- reason for emergency

2). If it is necessary, in the course of a pressing need, to make an emergency purchase by means of “piggybacking” on the bid of another district, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:

- The SFA originating the competitive procurement must have a “piggyback provision” in the original solicitation;
- Documentation of the emergency requiring the piggybacking must be maintained;
- Approval from the purchasing SFA's governing board will be obtained and documented;
- Approval from the SFA that originated the competitive procurement will be obtained and documented;
- Approval from the Vendor that was awarded the Contract (original solicitation) will be obtained and documented;
- If required, a public notice of the district's “Intent to Waive Competitive Bidding” will be issued at least 10 days prior to the regularly scheduled governing board meeting;
- Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
- Notification to the Vendor of final approval will be documented and issued;
 - A contract with the Vendor will be developed that includes a provision that the contractor shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by SFA, whichever is sooner. The SFA, its authorized agents, and/or State and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

3). The SFA shall agree to retain all books, records and other documents relative to the award of the contract for three (3) years after final payment. Specifically the SFA shall maintain, at a minimum, the following documents:

- Written rationale for the method of procurement;

- A copy of the original solicitation;
- The selection of contract type;
- The bidding and negotiation history and working papers;
- The basis for contractor selection;
- Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- The basis for award cost or price;
- The terms and conditions of the contract;
- Any changes to the contract and negotiation history;
- Billing and payment records;
- A history of any contractor claims; and
- A history of any contractor breaches.

G. Other State or local procurement requirements that may be required.

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA)/Sponsor and the Vendor (Offerer) shall execute this Independent Price Determination Certificate.

Name of Vendor

Name of School Food Authority/Sponsor

- A. By submission of this offer, the Offerer certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offerer or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offerer and will not knowingly be disclosed by the Offerer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offerer for the purpose of restricting competition.
 3. No attempt has been made or will be made by the Offerer to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Offerer certifies that:
1. He or she is the person in the Offerer's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
 2. He or she is not the person in other Offerer's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offerer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Vendor
Authorized Representative

Title Date

In accepting this offer, the SFA/SPONSOR certifies that no representative of the SFA/SPONSOR has taken any action that may have jeopardized the independence of the offer referred above.

Signature of School Food Authority/Sponsor
Authorized Representative

Title Date

NOTE: Accepting an offeror's offer does not constitute award of the contract.

SUSPENSION AND DEBARMENT CERTIFICATION UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 CFR Part 200.212 and Appendix II of 2 CFR Part 200). 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 USDA agency with which this transaction originated.

(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 are 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.

Organization Name

PR/Award Number or Project Name

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

Signatures

Date

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

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 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.

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.

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.

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.

The prospective lower-tier participant further agrees by submitting this form that he or she 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.

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 principles. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

ATTACHMENT W: LOBBYING CERTIFICATION

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 person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 and officer or employee of any agency, a Member of Congress, an officer or employee of 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/Address of Organization

Name/Title of Submitting Official

Signature

Date

NAME OF VENDOR:

SAMPLE REQUEST FOR PROPOSAL SCORE CARD
(COMPLETE ONE FOR EACH VENDOR)

Criteria	Possible Points	Points Received by Vendor	Justification for Scoring
Cost (Vendor with the lowest price receives the maximum points. The other vendors receive points equal to the lowest price divided by their meal price x maximum points. Do not round).			
Years of Experience 5 years=5 points 4 years=4 points 3 years=3 points 2 years=2 points 1 year=1 point			
Service Capability Plan			
Financial Conditions/Stability, Business Practices			
Delivery Plan			
References (Provide 3 references)			
Employee Training Program			
	100 Points		

***Complete the Maximum Points for each category. Price must be the primary factor. Score each vendor and provide detailed justification for scoring in each category.**

****Score cards without justification are not allowed.**

Signature of Committee Member

Title

Date

BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name _____

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. “Domestic” is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all food products bid by the company that do not meet the definition of “domestic”. This document must be included as a part of the bid. This document is provided in Microsoft Word format so the vendor may add additional food items.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
_____	1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
_____	2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below
NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
	This product includes _____% U.S. Content. The product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$_____/_____ Price of Domestic or U.S. Grown Product Per Unit \$_____/_____ Price of Domestic or U.S. Grown Product Per Unit
	This product includes _____% U.S. Content. The product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$_____/_____ Price of Domestic or U.S. Grown Product Per Unit \$_____/_____ Price of Domestic or U.S. Grown Product Per Unit

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS BID FOR EACH ITEM.
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____/ _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/ _____ Price of Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____/ _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/ _____ Price of Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____/ _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/ _____ Price of Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____/ _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/ _____ Price of Domestic or U.S. Grown Product Per Unit</p>

	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered: \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered: \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered: \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p>
	<p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered: \$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____/_____ Price of Domestic or U.S. Grown Product Per Unit</p>

Company Name: _____

Signature: _____ Title: _____ Date: _____

RETURN WITH YOUR BID

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.