**Procurement Plan Prototype for School Food Authorities**

***This document is a sample and is not intended to be all inclusive. The School Food Authority (SFA) is ultimately responsible to ensure the local Board of Education or Board of Directors approved Procurement Plan complies with all Federal Regulations, State General Statutes and State Purchasing requirements/codes as well as local procurement policies. (Remove this section before obtaining final signatures.)***

**NAME OF SCHOOL FOOD AUTHORITY**

# PROCUREMENT PLAN

# SCHOOL NUTRITION PROGRAM

The procurement plan described on the following pages (pages \_\_ through \_\_) was adopted by the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Board of Education (BOE) (or Board of Directors for Charter or non-public schools) (BOD) and will be implemented effective (**\_\_\_\_\_\_** date of adoption) and from that date forward until amended. All procurement processes and activities will be consistent with the principles of free and open competition. The SFA will avoid unreasonable conditions that restrict competition. All reasonable efforts will be made to solicit bids, proposals and/or quotes from as many qualified vendors as possible; all qualified vendors are invited to respond to solicitations.

The procurement of all goods and services using School Nutrition funds will be carefully documented during each phase of the procurement process. The BOE/BOD shall award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed solicitation. The BOE/BOD will restrict awards, sub-awards and contracts with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs or activities. All parties involved in the procurement process involving School Nutrition funds will comply with a written code of ethics/conduct, which includes a conflict of interest policy. Adherence with the code of ethics/conduct and conflict of interest policies is fundamental to the integrity of the procurement process.

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

Chair, Board of Education/Directors Date

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

Superintendent of Schools Date

**NAME OF SCHOOL FOOD AUTHORITY**

### PROCUREMENT PLAN

The \_\_(Name of School Food Authority) \_\_\_\_\_ (hereinafter referred to as the School Food Authority (SFA) plan for procuring goods and services for use in the SchoolNutrition Program is described in detail herein. The plan includes all Federal food-assistance programs administered by the SFA. Adhering with the procurement plan is intended to ensure free and open competition, in an environment that promotes transparency in all transactions, documented comparability for ethical decision-making, and adequate documentation to substantiate the allowable use of School Nutrition funds.

**Part I: Code of Ethics/Conduct governing the procurement of goods and services using**

 **School Nutrition Funds**

1. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition funds.
2. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, selection of a recipient, and/or administration of a contract supported by School Nutrition funds if a conflict of interest, real or apparent, would be involved.
3. Conflicts of interest arise when a member of the LEA or SFA has a financial or other interest in the contractor selected for the award, conflicts of interest would include:
4. Any employee, officer or agent of the contractor;
5. Any member of the immediate family of the contractor;
6. The contractor’s partner; and/or
7. An organization which employs or is about to employ one of the above.
8. Employees, officers oragents of the LEA and SFA shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (\*Note: the SFA may establish local policy indicating School Nutrition personnel may accept an unsolicited item of nominal value where the exact value is established and recorded in this procurement plan or participate in a group event where the financial interest is not significant, and the event is open to all attendees or participants.)
9. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following:
10. Reprimand by Board of Education; or
11. Dismissal by Board of Education; or
12. Any legal action necessary.
13. The \_\_\_\_\_\_\_\_\_\_\_ (Name of LEA’s) \_\_\_\_Code of Ethics and Conflict of Interest

 Policies are shown in Attachment A.

**Part II: Procurement Methods used to Purchase Goods and Services using School Nutrition**

 **funds**

 A combination of formal and informal purchasing methods will be used to procure all goods

 and services on behalf the non-profit School Food Authority (SFA). Formal purchasing

 methods will include the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP).

 As required by 2 CFR 200.317 – 200.326 and NC General Statute, Article 8, Chapter 143,

 formal purchasing methods will always be used for any purchase that exceeds the lesser of

 the State’s small purchase threshold of $90,000.00 or the SFA’s board-approved small

 purchase or simplified acquisition threshold. For purchases below the lesser of the State’s

 simplified acquisition threshold of $90,000 or the board-approved simplified acquisition

 threshold, informal procurement procedures involving a documented Request for Quote

 (RFQ) will be utilized when seeking competitive pricing. Micro-purchase procedures as

defined in 2 CFR 200.320 may be used for goods or services reflecting separate or aggregate purchases in an amount equal to or less than $10,000.00 (or less depending upon local policy – replace the $10,000 with the actual amount approved locally) in aggregate on an annual basis. Non-competitive negotiation or sole source procurement is rare and requires the prior written approval of the North Carolina Department of Public Instruction (NCDPI) prior to purchase and/or contract execution. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the base solicitation; consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. All procurement transactions (formal, informal, sole source and emergency) will be thoroughly documented and available for review and/or audit by Federal, State and local authorities upon request.

The SFA will make all efforts to avoid the acquisition of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach, including purchases made using existing contracts that were competitively procured by the State of North Carolina and in accordance with State General Statute. Where feasible, the SFA will consider the purchase of gently-used or surplus equipment in lieu of purchasing new equipment.

Overly-prescriptive specifications will be avoided to promote competition. When it is impractical to make a clear, definitive description, a “brand name or equivalent” description will be used as a means to define a product or service. In this case, the specific features of the named brand, which must be met by contractors, must be clearly stated. In order to ensure objective contractor performance, any potential contractor that develops or drafts specifications, requirements, statements of work or other solicitation documents or resources, will be excluded from competing for such procurements. All solicitation documents will identify the specific requirements which the contractor must fulfill and any other factors that will be considered when evaluating quotes, bids, or proposals.

1. **Formal Procurement Methods**

Formal methods of procurement including an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be used for any and all purchases in excess of the SFA’s simplified acquisition (or small purchase) threshold OR the State simplified acquisition (or small purchase) threshold of $90,000.00, whichever is less.

The SFA’s Simplified Acquisition Threshold is ($ record amount here); this amount will be used to determine whether formal or informal purchasing methods will be used.

Formal procurement methods will be applied on the basis of a/an:

 \_\_\_\_\_\_\_ Centralized or administrative office purchase

 \_\_\_\_\_\_\_ Individual school purchase

 \_\_\_\_\_\_\_ Multi‑School systems purchases

 \_\_\_\_\_\_\_ Previously competitively-procured State contract

 \_\_\_\_\_\_\_ Combination of above (specify):

 \_\_\_\_\_\_\_ Other\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

An IFB will be used when the sole criteria for awarding a contract to the most responsive, responsible bidder is the cost of goods or services. A RFP will be used when other factors, objective and subjective, will be used to award the contract. When using an RFP, cost will be a significant factor in the contract award along with other evaluation criteria. The specific evaluation criteria will be provided as part of the original solicitation to enable all potential contractors to clearly understand the basis of the award.

 Given the potential to purchase more products and services above the SFA’s Simplified

 Acquisition Threshold of $(record SAT here) using School Nutrition funds, it will be the

 responsibility of \_\_\_\_\_\_\_(Title of the Person)\_\_\_\_\_ to document the specific cost of a

 purchase to determine and document which formal procurement method will be used and

 the justification for doing so.

The \_\_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_will perform a cost analysis for every procurement action in excess 0f the SFA’s simplified acquisition threshold where formal procurement methods will be used; the documentation of the cost analysis will be kept on file with other procurement documents and will be subject to review and/or audit.

 When a formal procurement method is required, the following procedures shall apply:

* 1. A public advertisement is required to solicit bids or proposals for all purchases

over the Local Education Agency’s (LEA) simplified acquisition (or small

purchase) threshold of (actual amount of the LEA’s simplified acquisition (or

small purchase threshold.) The announcement (advertisement or legal notice)

will contain a general description of items to be purchased; specific procedures

for submission of a bid or proposal; deadline for submission of sealed bids or

proposals, and the address where complete specifications and bid/proposal

instructions may be obtained and the contact person to whom questions may be

addressed.

An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the (name of Major Newspaper/media, IPS Website, other widely publicized communication) to publicize the intent of the School Food Authority to purchase needed items. The legal notice of advertisement for bids/proposals will be run in these media outlets for \_\_(length of time)\_\_\_.

* 1. In an IFB or RFP***,*** each vendor will be given an opportunity to submit a bid or

 proposal using the same complete, adequate and realistic specifications.

* 1. Specifications will be developed and provided to all potential contractors desiring

to submit bids or proposals for the products or services requested. Vendors will be selected to receive the solicitation using the following methods:

* + 1. Prior acceptable service with the SFA (example)\_\_\_\_\_\_\_\_\_
		2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
		3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any party that assists the SFA in the development of the written specifications, product descriptions or services to be provided, will be disqualified from submitting bids or proposals for such products or services. Potential vendors are prohibited from developing or assisting in the development of specifications, product descriptions or services to be provided.

* 1. If any potential vendor is in doubt as to the true meaning of the specifications or

 purchase conditions, an interpretation will be provided by \_\_\_(Title of

 Person)\_\_\_\_. If a single vendor requests clarification on an item in an IFB, RFP,

 or other solicitation, a response will be provided to all potential vendors that

 originally requested and/or received the solicitation.

* 1. The IFB or RFP will clearly define the purchase conditions. The following shall

be addressed in the solicitation and final contract documents:

* + 1. Intent of the procurement activity
		2. Contract period
		3. SFA is responsible for all contracts awarded (statement)
		4. Date, time and location of pre-bid or pre-proposal meeting (if any)
		5. Date, time and location of bid opening and bid/proposal submission

procedures with SFA contact information

* + 1. How the vendor is to be informed of bid/proposal acceptance or rejection
		2. Type of contract (i.e. fixed price with firm price for delivery, etc.)
		3. Specific requirements potential contractor must fulfill in order for the bid or proposal to be evaluated
		4. Statement indicating any and all bids or proposals may be rejected at the discretion of the SFA
		5. Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required in accordance with the terms and conditions of the contract
		6. Statement regarding any contract extension or “rollover” options based upon the mutual agreement of both parties
		7. Statement concerning any intent for piggybacking should a reasonable need emerge
		8. Statement regarding the return of rebates, discounts and other purchase incentives to the SFA’s non-profit School Nutrition account
		9. Historically Underused Businesses (HUB) Statement to involve minority businesses where possible
		10. Remedy for non-performance/termination of contract; termination provisions and the basis for any settlement for all purchases and service contracts over $10,000.00
		11. Non-collusion statement
		12. Assurance of ethical practices statement
		13. Bid/proposal protest procedures
		14. Provision requiring compliance with Executive Order 11246 entitled “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over $10,000.00
		15. Instrument to be used for obtaining goods or services (such as a purchase order or other system of ordering) to be described by the SFA in detail, including how the contractor will be notified using the purchase instrument
		16. Escalation/de-escalation clause for future contract renewal periods (should such be allowed) based on appropriate standard or cost index
		17. Statement of assurance of protection under Civil Rights laws
		18. Provision requiring access by duly authorized representatives of the SFA, State agency, United States Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
		19. Method of payment (invoices, statements, etc.)
		20. Method of shipment or delivery upon contract award
		21. Delivery schedule and delivery requirements
		22. Provision requiring contractor to maintain all required records for three years plus the current year (and any contract periods open as a result of unresolved matter) after final payment and all other pending matters are closed for all negotiated contracts
		23. Bid/proposal Certification form
		24. Specifications that are sufficient to obtain the exact goods or services needed, but not so detailed as to restrict competition
		25. Product/service specifications to include approved brand or equivalent, quantity, quality, packaging, pricing (unit and extended), procedures for documenting/pre-approving any substitutions or deviations
		26. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan
		27. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
		28. All contracts over $100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
		29. Signed Certificate of Lobbying for all contracts over $100,000.00
		30. Signed Statement of non-collusion
		31. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
		32. Provision requiring “Buy American” as outlined in Policy Memorandum SP 38 - 2017; specific instructions for prior approval of any and all of non-domestic products
		33. Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document)
		34. Provision indicating the SFA has complied with the Iran Divestment Act of 2015 (as modified).and has provided documentation the SFA is not doing business with an entity that does business with Iran.
	1. The \_\_ (Title of Person)\_\_\_\_\_ will be responsible for publicly advertising and

 coordinating the procurement process for all purchases using School Nutrition

 funds. The \_\_ (Title of Person)\_\_\_\_\_will be responsible for receiving and

 securing all bids, proposals, quotes and other collateral documents if indicated as

 part of the solicitation process.

 7. The \_\_\_\_ (Title of Person)\_\_\_\_\_ will be responsible to ensure all SFA

procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education and that the Procurement Checklist shown at the end of this document will be completed for each formal procurement, signed and dated by the person named above and maintained on file with the original procurement documents.

* + 1. The following criteria will be used to award contracts (based on bids or

proposals):

1. Price\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Prior contract performance (quality, service, etc.)\_\_\_\_\_\_\_\_\_

c. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* + 1. In awarding RFP a set of award criterion in the form of a weighted objective evaluation tool will be provided to each potential vendor in the initial solicitation documents/materials. Price alone will not be the sole basis for award, but remains the primary consideration when awarding the contract. Following evaluation and competitive negotiations, a firm fixed-price contract will be awarded to the successful vendor.
		2. Contracts will be awarded to the most responsible bidder/proposer whose bid or

proposal is most responsive to the solicitation and is most advantageous to the SFA, price, and other factors considered. Any and all quotes, bids or proposals may be rejected at the discretion of the SFA and/or LEA or appropriate governing body.

* + 1. The (Title of Person)\_\_\_\_\_\_\_\_\_ is required to sign the bid tabulation of

competitive, sealed bids or the evaluation criterion score form of competitive proposals signifying a fair and impartial review and approval of the successful bidder/proposer.

* + 1. The \_\_\_\_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_\_ will annually review the SFA’s

Written Procurement Plan in the context of current local, State and Federal regulations to ensure compliance with applicable laws. This individual will also be responsible to update the School Nutrition Procurement Plan as often as required to reflect current Federal, State and local procurement policies.

* + 1. The \_\_\_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_\_ will be responsible for documentation

that the actual product(s) or service(s) specified are received.

* + 1. The (Title of Person)\_ will oversee compliance with the *Buy American Provision* to ensure that all procurement transactions for food when funds are used from the nonprofit School Nutrition account, whether directly by an SFA or on its behalf, must comply with the *Buy American Provision*. The SFA will include requirements of the *Buy American Provision* in documented procurement procedures, and in all procurement solicitations and contracts, including domestic requirements in bid specifications and will monitor the resulting contract to ensure non-domestic products are not substituted without prior approval of the SFA official \_(Title of Person)\_\_\_\_\_\_authorized to determine whether the non-domestic item complies with the exemptions of the Buy American Provision.
		2. Any time a previously agreed-upon item is not available, the (Title

of Person) will review, select and approve the acceptable alternate. The contractor must inform (Title of Person) no later than \_\_(time/by when)\_\_ that a product is not available and that a substitute item may be considered. The \_\_(Title of Person) shall review and approve all product/service substitutions in advance and in writing to the contractor. No product or service shall be used in the School Nutrition program that was not approved, in writing, in advance by the \_\_(Title of Person)\_. 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 from the School Nutrition Administrator.

* + 1. Full documentation as to the reason an accepted item was unavailable, and

the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is (Title of Person)\_\_\_.

* + 1. The \_\_\_\_\_(Title of Person)\_\_\_\_\_\_will be responsible for maintaining all

documentation of the procurement process and making documents available for review during announced and unannounced program reviews.

* + 1. When appropriate and approved by \_\_(Title of Person)\_\_, the SFA will exercise its option to purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division,

 using a duly awarded, active State Term Contract.

1. **Informal Procurement Procedures**
	* + 1. When the cost of products or services is less than the LEA’s small purchase threshold of \_\_\_\_(amount)\_\_\_\_\_\_, or the Federal micro-purchasing threshold of $10,000 (or the local micro-purchasing threshold of \_\_amount\_\_\_\_\_\_\_\_\_), informal purchasing procedures including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be utilized.

2. When using a RFQ, the following procedures will apply:

* + - * 1. Clearly written specifications will be prepared and provided to each

 potential vendor; the SFA’s approved terms and conditions will also be

 provided to each potential vendor.

* 1. Each vendor will be contacted and given an opportunity to provide a price

 quote on the same specifications. A minimum of three (3) vendors shall be

 contacted.

* 1. The \_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_ will be responsible for communicating

with potential vendors when price quotes are required.

* 1. Price quotes will receive appropriate confidentiality before awarding a

 contract.

* 1. Quotes will be awarded by\_\_\_(Title of Person)\_\_\_\_. Quotes awarded will be

to the lowest and best quote based upon quality, service, availability, price, and \_\_\_\_\_\_\_\_\_.

* 1. The \_\_\_\_(Title of Person)\_\_\_\_\_ will be responsible for documentation of

 procedures to show selection of vendor, reasons for selection, names of all

 vendors contacted, price quotes from each vendor, and written specifications.

* 1. The \_\_\_\_\_ (Title of Person)\_\_\_\_\_\_\_\_will be responsible for documentation

that the actual product(s) or service(s) specified is received.

* 1. Any time an accepted item is not available, the \_\_\_\_(Title of Person)\_\_\_\_\_\_

will select and approve an acceptable alternate. Full documentation will be

made available as to the selection of the acceptable item.

* 1. Bids will be awarded on the following criteria:
1. Price\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	1. The \_\_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_ is required to sign all quote

 tabulations, signifying a fair and equitable review and approval of the

 selections.

* 1. Quotes from an adequate number of qualified sources will be obtained.

 Where only one (1) quote is received, the district will provide written

 documentation as to why there were fewer than three (3) qualified quotes.

* 1. When appropriate and approved by \_\_(Title of Person)\_\_, the SFA will

 purchase items that were previously competitively procured by the North

 Carolina Department of Administration, Purchase and Contract Division,

 using a duly awarded, active State Term Contract.

3. When using MPP, the following will apply:

* + - * 1. The \_\_(Title of Person)\_\_\_ will determine whether the aggregate amount

 of purchases for goods and/or services does not exceed the micro-

 purchase threshold of (equal to or less than) $10,000 (or the local

 micro-purchasing threshold of \_\_(amount)\_\_\_\_\_\_\_\_\_\_\_), a micro-purchasing

 procedure may be utilized. In so doing, the (Title of Person listed above) will

 be responsible to ensure that, under no condition, will purchases be sub-

 divided into amounts of $10,000 or less in order to circumvent the formal and

 informal purchasing requirements. (Replace $10,000 with local micro-

 purchasing threshold if required.)

* + - * 1. Purchase orders may be solicited without quotes if the \_\_(Title of Person) determines such practice is consistent with micro-purchasing regulations and consistent with the SFA’s written Procurement Plan.
				2. The \_\_(Title of Person)\_\_may purchase products and services (similar or

dissimilar, purchased at once, as a single, collective unit whose aggregate cost is less than or equal to $3,500 in a single transaction, without obtaining competitive quotes as long as the \_\_\_(Title of Person listed above) determines the price to be reasonable.

* + - * 1. The \_\_\_\_(Title of Person)\_\_\_shall ensure competition is achieved by

distributing purchase transactions equitably among qualified sources where

the price is reasonable. The \_\_\_\_(Title of Person)\_\_will document all micro-

purchases on a *Micro-purchase Tracking Form*.

1. For purposes of micro-purchasing, a transaction shall be defined as “an

occurrence in which two (2) or more entities exchange goods, services or

money between or among them under an agreement formed for their mutual benefit.”

1. The \_\_\_\_(Title of Person)\_\_\_\_\_\_ agrees to contact the State agency with

any questions about allowable/unallowable micro-purchases, and further agrees to maintain all documentation to substantiate micro-purchases including the following:

1. Rationale for using micro-purchasing;
2. Estimated cost of the item/service to be procured (indicating a one-

time purchase of $10,000 or less or the micro-purchasing threshold

established by the local BOE \_amount\_\_\_\_\_\_\_\_);

1. Name and address of the vendor;
2. Documentation that purchases are made from a variety of potential

vendors as opposed to a single vendor for the majority of micro-purchases;

1. All micro-purchases were approved by the \_\_(Title of Person)\_ prior

to the initiation of a single micro-purchase.

1. The \_\_\_\_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_\_ will be responsible for the

documentation of records to fully explain the decision to use micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.

1. The \_\_\_\_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_\_ will be responsible for

documentation that the actual product or service as specified or required was purchased and received.

1. **Sole Source of Non-competitive Procurement**

When it is determined and documented that a product or service is available only from

a single source and when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, sole source or non-competitive negotiation procedures will be used and the followingprocedures shall apply:

1. Written specifications for the product or service will be prepared by the SFA.
2. The \_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_\_\_ will be responsible to prepare and

issue a Request for Information (RFI) or other information collection tool to objectively determine whether the product or service, as described in the written specification, is available from one or more sources.

1. The \_\_\_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_\_ determines the product or

services specified qualifies as a sole source procurement, s/he will be responsible for reviewing the procedures to ensure all requirements for using sole source or non-competitive negotiations are met; this individual shall also be responsible for preparing appropriate documents to fully explain the decision to use the sole source procurement process, including evidence indicating the goods or services were not available from other sources. The records will be available for audit and review.

1. A member or representative of the local Board of Education or Governing Board

will approve, in advance, all procurements, with the exception of product testing purchases, that result from a sole source or non-competitive negotiation.

1. (Title of Person)\_\_will be responsible for obtaining prior written State agency

approval of the sole source or non-competitive negotiation before entering into the purchase of a good or service and will also be responsible for maintaining such documentation on file.

1. Sole source procurement may be used for one-time purchases of a new food

 for product testing for which there is no brand equivalent in order to obtain

 product samples for conducting student taste acceptance. A record of non-

 competitive negotiation purchase shall be maintained by the \_\_\_\_\_(Title of

 Person)\_\_. The record of non-competitive purchases shall include, at a

 minimum, the following:

a. Item name

b. Dollar amount

c. Vendor name and address, and

d. Written justification for non-competitive procurement

1. The \_\_\_\_\_\_\_\_\_(Title of Person)\_\_\_\_\_\_\_\_\_\_ will be responsible for

documentation that the actual product or service specified was received.

1. **Emergency or “Pressing Need” Purchases**

If it is necessary to make a one-time emergency procurement as a result of a serious,

 unforeseen event that requires an immediate response in order to obtain goods or services

 to continue meal service, protect students, personnel or SFA resources, for other purposes

 that support program accountability and integrity, an emergency purchase shall be made

 and a log of such purchases will be maintained by the (Title of Person). The following

 emergency procedures shall be followed:

* + 1. All emergency procurements shall be approved by the (Title of Person). At a minimum,

the following emergency procurement procedures shall be documented:

a. Reason for the emergency

 b. Good or service required

 c. Cost (all costs to be included, shipping, installation, warranty, etc.)

 d. Vendor name and address

 e. Approval of the LEA official, if required.

* + 1. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of “piggybacking” on the solicitation of another SFA, the following conditions

must exist and approved procedures must be followed and appropriately documented as follows:

a. The SFA that originated the solicitation must have included a “piggyback

 provision” in the original solicitation;

1. Documentation that a “pressing need” exists that requires piggybacking on

 another SFA’s bid will be obtained;

c. Approval from the SFA’s governing board will be obtained and documented;

 d. Approval from the SFA that originated the IFB will be obtained and documented;

e. Approval from the vendor that was awarded the Contract (as a result of the IFB) will be obtained and documented;

f. 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;

g. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;

h. Notification to the vendor of final approval will be issued; and

i. A contract with the vendor will be developed.

**Part III: Purchasing Cooperatives**

The SFA shall be a voluntary participant in the North Carolina School Nutrition Procurement Alliance (NCPA). In doing so, the SFA shall agree to the terms and conditions established and subsequently modified by the NCPA’s elected Board of Directors. The original signed agreement between the SFA and the NCPA shall remain on file in the office of the School Nutrition Administrator. (Note: If the SFA does not participate in the NCPA, this paragraph may be deleted.)

**If the SFA is a member of a different voluntary procurement group or cooperative, a description of the cooperative should be included in this area of the plan. Specific roles and responsibilities associated with cooperative membership should be provided, in detail, in this location.**

If the SFA plans to engage the services of a Group Purchasing Organization (GPO), the following procedures will be implemented to ensure the GPO has been competitively procured and in accordance with Federal and State procurement requirements:

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

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

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

**Part IV: Additional Procurement Provisions**

1. In order to evaluate a new product, the following methods will be used:
	1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Payment will be made to the contractor when all terms and conditions of the contract

 have been met and verified as stipulated in the contract. (If value added features are

 available, payment will be based on the mutually-agreed upon value added feature. For

 example, if prompt payment is made, discounts, etc. are allowable.)

1. Specifications will be updated by \_(Title of Person)\_\_\_\_\_\_\_\_\_\_as products change.
2. If a product or service is not received as specified, the following procedure will be

 implemented:

* 1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If the SFA chooses to use the services of an entity to maximize allowable rebates, the following procedures will be implemented:
	1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_(The Title of Person)\_ will oversee the process of managing rebates provided by a third party participant and will track all interactions with and rebates provided by said third party:
3. Provide written documentation to the third-party rebate provider that all

 rebates must accrue to the non-profit School Nutrition Account. All rebate

 checks must be made payable to the SFA’s School Nutrition account.

1. Document the deposit of all rebates into the non-profit School Nutrition account.
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. The SFA will designate an individual to monitor each contract to ensure the Contractor and the SFA adhere to all terms and conditions of the contract.
5. All contracts shall result in a fixed, firm price contract and/or cost plus fixed fee contract.

**Part V: Documentation and Records Retention**

 In all transactions except micro-purchases,the contractor shall agree to retain all

invoices, records and other documents relative to the contract for a period of three (3) years after final payment plus the current year. The SFA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

The SFA shall agree to retain all books, journals, records and other documents relative to

the award of the contract agreement for three (3) years after final payment. Specifically,

 the SFA shall maintain, at a minimum, the following documents:

1. Written rationale for the method of procurement;
2. A copy of the original solicitation;
3. The selection of contract type;
4. The bidding and negotiation history and working papers;
5. The basis for contractor selection; and/or rejection
6. Approval from the State agency to support a lack of competition when competitive

 bids or offers are not obtained;

1. The basis for award where cost or price is not the primary factor for the decision;
2. The terms and conditions of the contract;
3. Any and all contract amendments or modifications;
4. Billing and payment records;
5. Any history of any contractor claims; and
6. Any history of any contractor breaches.

The SFA will complete the most current *School Nutrition Procurement Checklist* for

all purchases using School Nutrition funds. The checklist should remain on file with

the district’s procurement documents as an indicator the SFA has taken all

reasonable efforts to procure goods and services in a manner that is consistent with

Federal regulations and policy. The checklist is shown in Attachment B.

**Part VI: Other Procurement Requirements**

1. All contractors must agree to abide with the terms and conditions of the Jessica

Lunsford Act. The vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

1. The SFA will make all reasonable efforts to assure that minority businesses, women’s

business enterprises and labor surplus area firms are engaged in solicitations and awarded contracts when possible.

1. The SFA and its contractors shall 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 during 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. All Contractors must agree to abide with the requirement for Criminal Background

Checks. The vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on (name of SFA) property or at (name of SFA) events.  The Contractor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others.  Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry.  The vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel.  (Name of SFA) reserves the right to prohibit any individual employee of the vendor from providing services on (name of SFA) property or at (name of SFA) events if (name of SFA) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

1. The SFA must agree to abide with the IRAN DIVESTMENT ACT (as modified). N.C.G.S. 147- 86.59 which stipulates that before entering into any contact, the SFAmust determine whether the contracting entity appears on the State Treasurer’s List of Prohibited Vendors.  The list is routinely updated by the Office of the State Treasurer.  You can access the list at:

[https://www.nctreasurer.com/inside-the department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx](https://www.nctreasurer.com/inside-the%20department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx)

 The Final Divestment List includes the names of vendors who appear to be engaged in

 “investment activities in Iran” based on Federal sanctions and other publicly available

 credible information.  Vendors that appear on this list are ineligible to contract with the

 State of North Carolina or any subdivision of the State, including the School Nutrition

 Program.  Prior to entering into a contract with a vendor, the SFA will check the Iran

Final Divestment List to determine the potential vendor does not appear on the list.  If however, the vendor does appear on the list, the SFA is prohibited from doing business with the vendor as required by N.C.G.S. 143-6A-4.

The SFA will document that any vendor with whom they enter into a contract does not appear on this list.  To document this requirement, the SFA will print a copy of the most current Iran Final Divestment List as it appears on the State Treasurer’s website, print the one-page document and attach it to the solicitation document/contract prior to executing the contract.  \

1. Should the \_\_\_\_(Name of the LEA’s)\_\_ BOD determine it is in the best interest of the SFA to outsource the preparation of meals to a qualified catering company, the SFA agrees to notify the department before procuring the services of a catering company and to use the NC Department of Public Instruction’s (NCDPI) RFP Template/Contract to solicit, evaluate, negotiate and contract with the successful vendor.
2. Should the \_\_\_(Name of the LEA’s) \_\_\_\_BOE or BOD determine it is in the best

 interest of the SFA to seek a for-profit Management Company to operate its non-profit

 School Nutrition Program, the \_(Name of LEA)\_ shall notify the NCDPI of its intent to

 outsource the program no later than six months prior to the desired date of the

 contract. Further, the LEA agrees to and agrees to use the solicitation/contract

 template required by the NCDPI and shall comply with the State and Federal

 guidelines for contracting with Management Companies. The BOE/BOD further

 agrees to appoint a qualified employee of the LEA to monitor the contract between the

 LEA and the Management Company on daily basis.

**Part VII: Contract Oversight**

* + 1. The \_\_\_(Title of Person)\_\_\_ shall designate an individual by name and title who will

oversee each contract using School Nutrition funds to ensure all terms, conditions and deliverables are adhered to in a manner that is consistent with the contract.

* + 1. Each contract will be monitored on a frequency that is established at the beginning of the contract period; any failure of the contractor to abide with the terms and conditions of the contract will be reported to the School Nutrition Administrator immediately and immediate, documented corrective action will be required and/or contract termination proceedings will begin.
		2. The SFA alone will be responsible, in accordance with good administrative practice and

 sound business judgment, of the settlement of all contractual and administrative issues

 arising out of procurements using School Nutrition funds. These issues include, but are

 not limited to, source evaluation, protests, disputes and claims. These standards do not

 relieve the SFA of any contractual responsibilities under its contracts.

* + 1. It is understood by the SFA and LEA that neither the US Department of Agriculture

nor the North Carolina Department of Public Instruction will substitute their judgment

for that of the SFA and LEA unless the matter is primarily a Federal or State concern.

 Violations of law will be referred to the local, State, or Federal authority having proper

 jurisdiction.

**Attachment A**

**Code of Ethics and/or Conflict of Interest Policy of the**

**(Name of LEA) Board of Education/Board of Directors**

**Attachment B**

**Specific Procurement Procedures for the purchase of all goods and services by the SFA.**

**(Note: The contents of this table must be completed by the SFA; this table is only a sample and should be modified to reflect the actual procedures of the SFA prior to obtaining BOE or BOD approval. This table is not all-inclusive and the SFA may be required to add additional areas if they are not reflected in the table; likewise, any area that does not reflect the actual purchase of the SFA should be removed from the table prior to obtaining BOE or BOE approval.)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Category of Items to be Purchased** | **Procurement Method to be Used** | **Method of Award (line item, bottom line, market basket etc.)** | **Frequency of Purchase** |
| **Food and Non-Food Supplies (over small purchase threshold)** | **Invitation for Bid (IFB) (formal)** | **Line Item**  | **Annually** |
| **Food and Non-Food Supplies (under small purchase threshold)** | **Request for Quote (informal)** | **Bottom line** | **Semi-Annually or as needed** |
| **Produce** | **Invitation for Bid (formal)** | **Market Basket** | **Weekly, quarterly or as needed** |
| **Bread/Dairy** | **Invitation for Bid** | **Line Item** | **Annually** |
| **Locally grown produce (limited quantities; address *Buy American*)** | **Request for Quote** | **Bottom Line** | **As needed** |
| **Chemicals for Cleaning (over small purchase threshold)** | **Invitation for Bid** | **Bottom Line** | **Annually** |
| **Chemicals for Cleaning (under small purchase threshold)**  | **Request for Quote** | **Bottom Line** | **Semi-Annually or as needed** |
| **Chemicals for Cleaning (over small purchase threshold)** | **Invitation for Bid** | **Line Item** | **Annually with option to renew based on mutual agreement of both parties** |
| **Commodity Processing** | **IFB** | **Line Item** | **Annually or as needed** |
| **Computer Hardware** | **RFQ or IFB (based on district’s small purchase threshold)** | **Bottom Line** | **Every five years or as often as needed** |
| **Technology Service and Support** | **RFQ or IFB (based on district’s small purchase threshold) OR Sole Source which must be approved, in advance, by the State agency** | **Based upon pre-established evaluation tool with numeric scores; awarded by an evaluation committee** | **Annually or as often as required for operations/maintenance contract or license** |
| **Consultant Services** | **RFQ or IFB (based on district’s simplified acquisition threshold) OR Sole Source which must be approved in advance by the State agency** | **Based upon pre-established evaluation tool with numeric scores; awarded by an evaluation committee** | **Annually or as often as needed for professional support and consultation** |
| **Hood Cleaning** | **IFB** | **Bottom Line** | **Annually, with option to renew based on mutual agreement of both parties** |
| **Equipment Replacement Parts** | **Micro-purchasing procedures if a one-time purchase of less than $10,000 or such amount as established as the micro-purchase threshold by the local BOE in the amount of** **$ amount\_\_\_** |  | **As needed** |
| **Smart Snack-compliant vending** |  |  |  |
| **Equipment Repair** |  |  |  |
| **Uniforms** | **Micro-purchasing procedures if a one-time purchase of less than $10,000 (or the amount established by the local BOE if less than $10,000; if purchase is greater than micro-purchase level and less than small purchase threshold, use RFQ. If purchase exceeds small purchase threshold, use IFB if award will be based on cost only; use RFP if other factors will be considered when awarding the Contract (NOTE: cost must be a predominate factor in the evaluation criteria)** | **Lowest price submitted by the most responsive, responsible bidder (IFB) OR scored evaluations if using a RFP** | **Annually or as needed** |

**Note: All categories of purchases used by the SFA must be included in the table shown above.**

**Attachment C**

**Procurement Checklist**

**Goods/Services to be procured: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Procurement date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Person overseeing procurement process: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**This checklist will be used when preparing solicitation documents, conducting informal and formal procurements, evaluating bids and proposals and executing contracts that involve the use of School Nutrition Funds.**

**Procurement Plan:**

\_\_\_\_\_ Written procurement plan

\_\_\_\_\_ Authorized purchaser(s) specified

\_\_\_\_\_ Detailed procurement methods to be used (quotes, IFB, RFP, micro-purchasing,

 non-competitive negotiation) including detailed procedures for each purchasing

 method

 \_\_\_\_\_ Advertising procedures

 \_\_\_\_\_ Award method clearly described (i.e., line item, bottom line, market basket analysis

 or written evaluation of product/service)

 \_\_\_\_\_ Vendor notification of award/non-award of contract

\_\_\_\_\_ Code of ethics/conflict of interest policy

\_\_\_\_\_ Instructions for documentation and record-keeping

\_\_\_\_\_ Assignment for Contract oversight

\_\_\_\_\_ Assurance of compliance with all Federal procurement policies

\_\_\_\_\_ Assurance of compliance with all State procurement policies

 \_\_\_\_\_ Oher local requirements

**Procurement Procedures:**

\_\_\_\_\_ Letter of invitation

 \_\_\_\_\_ Intent of procurement activity

 \_\_\_\_\_ Contract time-period

 \_\_\_\_\_ Bid/proposal/quote submission procedures (i.e. sealed bid, written, etc.)

 \_\_\_\_\_ Pre-bid/proposal meeting date/time/location (if applicable)

 \_\_\_\_\_ Bid opening date/time/location; Proposal opening procedures

 \_\_\_\_\_ Contact information

 \_\_\_\_\_ Civil Rights Statement

 \_\_\_\_\_ Other local requirements

**Terms and Conditions:**

 \_\_\_\_\_ Certification regarding disclosure of lobbying ($100,000+)

 \_\_\_\_\_ Debarment/suspension certification form ($25,000+)

 \_\_\_\_\_ Non-collusion statement

 \_\_\_\_\_ Assurance of ethical practices

**Procurement Checklist (continued)**

 \_\_\_\_\_ Escalation/de-escalation clause

 \_\_\_\_\_ Price determination statement (fixed, fixed with firm price for delivery, etc.)

 \_\_\_\_\_ Contract Extension or “roll-over” clause if warranted

 \_\_\_\_\_ Buy American statement and instructions

 \_\_\_\_\_ Bid/proposal protest procedures

 \_\_\_\_\_ Remedy for non-performance/termination of contract

 \_\_\_\_\_ HUB statement to involve minority business where possible

 \_\_\_\_\_ “Equal Employment Opportunity” compliance statement ($10,000+)

 \_\_\_\_\_ Energy Policy and Conservation Act statement

 \_\_\_\_\_ Clean Air/Water Act statement ($100,000+)

 \_\_\_\_\_ Civil Rights Act statement

 \_\_\_\_\_ Compliance with the Jessica Lunsford Act

\_\_\_\_\_ Return of Discounts, Credits and Rebates to SFA statement

\_\_\_\_\_ Record retention and record access requirements (records maintained for three

 years (plus the current year) from final payment of contract and/or renewal; all base

 solicitations must be maintained for three years after the final payment on the

 contract)

 \_\_\_\_\_ Method of shipment/delivery requirements

\_\_\_\_\_ Method of payment, invoices, statements, etc.

\_\_\_\_\_ Purchase instrument to be used and how vendor will receive purchase orders

\_\_\_\_\_ Bid certification form

 \_\_\_\_\_ Other State or local requirements

\_\_\_\_\_ Specifications that are sufficiently detailed to get what is needed but not so specific

 as to restrict competition

\_\_\_\_\_ Product specifications (approved brand and/or equivalent)

 \_\_\_\_\_ Quantity

 \_\_\_\_\_ Quality

 \_\_\_\_\_ Packaging

 \_\_\_\_\_ Pricing (unit and extended)

 \_\_\_\_\_ Procedure for documenting/pre-approving any substitutions and/or deviations

 \_\_\_\_\_ Other local requirements

**Documentation and Records:**

 \_\_\_\_\_ All IFBs/RFPs/RFQs with appropriate documentation and signatures of authorized

 purchasers maintained on the original solicitations

 \_\_\_\_\_ Comparison charts to document procurement decisions and contract awards

 \_\_\_\_\_ Record of public bid openings and/or proposal openings if proposals will be publicly

 opened

 \_\_\_\_\_ Copies of contract award/non-award letters

 \_\_\_\_\_ Copies of advertisements for solicitation of good/services

 \_\_\_\_\_ Determination/document of correct procurement method used

 \_\_\_\_\_ Evaluation of escalation/de-escalation clause

 \_\_\_\_\_ Evaluation of Contract Extension/Amendment (roll-over clause)

**Procurement Checklist (continued)**

 \_\_\_\_\_ Evaluation/documentation of contract re-negotiations/changes to original contract at

 the timelines and under the same conditions specified in the original solicitation

 document

 \_\_\_\_\_ Evaluation of return of discounts, credits and rebates (as applicable) and detailed

 procedure indicating how/when the discounts, rebates and credits would be

 assigned to the SFA by the contractor

\_\_\_\_\_ Evaluation of whether procurement methods/activities are consistent with the SFA’s

 approved written procurement plan

 \_\_\_\_\_ Evaluation of procedures for ensuring records retention requirements are met and

 where/how all documents pertaining to the solicitation and contract/contract

 amendments will be maintained

 \_\_\_\_\_ Non-competitive purchases (sole source, emergency, etc.) are appropriately

 documented and have received approval from State agency or governing board prior

 to award, including purchases through means *of piggybacking* onto another SFA’s

 solicitation document

 \_\_\_\_\_ Invoices/payments for items purchased with school nutrition funds

 \_\_\_\_\_ Documentation of any contractor performance or breach of contract from vendors

\_\_\_\_\_ Provision requiring the SFA to abide with the Iran Divestment Act of 2015, as

 amended

\_\_\_\_\_ Other local requirements

Updated to reflect Federal Regulations – March, 2019

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](http://www.ocio.usda.gov/sites/default/files/docs/2012/Complain_combined_6_8_12.pdf), (AD-3027) found online at: [How to File a Complaint](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(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.