

Provo City School District
Policy Series 6000: Finances and Operations



6210 P2

PROCUREMENT PROCEDURES CHILD NUTRITION PROGRAM

1. The Provo City School District’s (District) plan for procuring items for use in the Child Nutrition Program is outlined in these procedures. The procurement procedures maximize full and open competition, emphasize transparency in transactions, and ensure comparability and documentation of all procurement activities.
2. If the amount of purchases is more than the Federal small purchase threshold currently valued at \$50,000, formal procurement procedures will be used as required by 2 CFR 200.318-.326; Utah Procurement Code, Utah Code Ann. §63G-6a-101 et. seq.; and Administrative Services, Purchasing and General Services, Utah Admin. Code R33. Informal procurement procedures Federal micro-purchase will be required for purchases under the most restrictive small purchase threshold 2 CFR 200.67
3. The following procedures will be used for all other purchases:

Category	Procurement Method	Evaluation Used	Contract Award Type	Contract Duration/ Frequency
All perishable and non-perishable foods and Manual-All Purpose Cleaning Supplies, Paper and Plastic Supplies	Formal	Bottom line	Cost-reimbursable plus fixed fee	Five years
Dish machine Chemicals	Formal	Bottom line	Fixed price with price adjustment	Five years
Small wares	Formal	Bottom line	Fixed price	Five years
Capital Equipment	Formal	Bottom line	Fixed price	Five years
Fresh Bread	Formal	Bottom line	Fixed price with price adjustment	Five years
Milk and Dairy Products	Formal	Bottom line	Fixed price with price adjustment	Five years
Office Supplies	District contract	Bottom line	Cost reimbursable plus fixed-fee	Five years
Processing USDA Foods	Formal	Bottom line	Fixed price	1 year (must terminate on June 30 each year), plus two 1 year renewals
Emergency	Micro-purchase/small purchase procedures (requires authorized PO)	Price reasonable	No contract, equitable distribution, transactions limited to \$3500 each	As needed:

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

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

Because of the potential for purchasing per Federal Retention requirements for records 2 CFR 200.333 more than \$50,000, it will be the responsibility of District Purchasing Supervisor to document the amounts to be purchased so the correct method of procurement will be followed.

A. FORMAL PROCUREMENTS

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

1. The advertisement of an IFB or an RFP will be given proper public notice as required in CFR 200.320 (c), 63G-6a-1127 to publicize the intent of the District to purchase needed items. The advertisement for bids/proposals or legal notice will be run for seven (7) days.
2. An advertisement is required for all purchases over the District's small purchase threshold of \$50,000. The advertisement will contain:
 - i. a general description of items to be purchased;
 - ii. the deadline for submission of questions, and the date written responses will be provided including addenda to bid specifications, terms and conditions as needed;
 - iii. the date of pre-bid meeting, if provided, and if attendance is a requirement for bid award;
 - iv. the deadline for submission of sealed bids or proposals; and
 - v. the address of the location where complete specifications and bid forms may be obtained.
3. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
4. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
5. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
 - i. contract period;
 - ii. District is responsible for all contracts awarded (statement);
 - iii. date, time, and location of IFB/RFP opening;
 - iv. how vendor is to be informed of bid acceptance or rejection;
 - v. delivery schedule;
 - vi. set forth requirements (terms and conditions) which vendor must fulfill in order for bid to be evaluated;
 - vii. benefits to which the District will be entitled if the contractor can not or will not perform as required;
 - viii. statement assuring positive efforts will be made to involve minority and small business;
 - ix. statement regarding the return of purchase incentives, discounts, rebates, and credits to the District's non-profit Child Nutrition account;

- x. contract provisions as required in Appendix II to 2 CFR 200;
- xi. contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
- xii. contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for Food Service Management Company contracts do not apply to Provo City School District
- xiii. procuring instrument to be used are purchase orders from firm fixed prices after formal bidding;
- xiv. price adjustment clause (tied to a standard index, consumer price index, or other, as stated in terms and conditions for pricing and price adjustments);
- xv. method of evaluation and type of contract to be awarded – solicitations using an invitation for bid are awarded to the lowest responsive and responsible vendor; requests for proposal are awarded to the most advantageous vendor with price as the primary factor among factors considered;
- xvi. method of award announcement and effective date (if intent to award is required by State or local procurement requirements);
- xvii. specific bid protest procedures including contact information of person and address and the date by which a written protest must be received;
- xviii. provision requiring access by duly authorized representatives of the District, 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;
- xix. method of shipment or delivery upon contract award;
- xx. 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;
- xxi. description of process for enabling vendors to receive or pick up orders upon contract award;
- xxii. 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);
- xxiii. signed statement of non-collusion;
- xxiv. signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS); and
- xxv. provision requiring “Buy American” as outlined in 7 CFR Part 210.21(d); specific instructions for prior approval of all of non-domestic product(s).

6. Specifications and estimated quantities of products and services prepared by District and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
7. 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 vendors by the District Purchasing Supervisor and date specified.
8. The District Purchasing Supervisor will be responsible for securing all bids or proposals.
9. The District Purchasing Supervisor will be responsible to ensure all District procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
10. The following criteria will be used in awarding contracts as a result of bids/proposals:
 - i. price;

- ii. scope of work/specifications; and
- iii. other criteria as specified within the solicitation.

In awarding an RFP, a set of award criterion in the form of a weighted evaluation sheet will be provided to each vendor in the initial solicitation document materials. Price alone is not the sole basis for award, but remains the primary consideration among all factors when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.

1. The contracts will be awarded to the responsible vendor whose proposal is responsive to the invitation and is most advantageous to the District, price as the primary and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
2. District Purchasing Supervisor 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.
3. District Purchasing Supervisor is responsible for reviewing the procurement system to ensure compliance with applicable laws.
4. District Purchasing Supervisor responsible for documentation that the actual product specified is received.
5. Any time an accepted item is not available, the District Purchasing Supervisor will select the acceptable alternate. The contractor must inform the District Purchasing Supervisor *immediately* if a product is not available. In the event a non-domestic agricultural product is to be provided to the District, the contractor must obtain, in advance, the written approval of the product. The District Purchasing Supervisor must comply with the Buy American Provision.
6. 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 District Purchasing Supervisor.
7. The District Purchasing Supervisor responsible for maintaining all procurement documentation.

B. SMALL PURCHASES

If the amount of purchases for items is less than the District's small purchase threshold (see 6210 P1), 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 vendor.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The District Purchasing Supervisor will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes will be awarded by District Purchasing Supervisor. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or other criteria as specified.

6. The District Purchasing Supervisor 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*.
7. The District Purchasing Supervisor will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the Director of Child Nutrition will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
9. Bids will be awarded on the following criteria:
 - i. price (primary factor);
 - ii. scope of work/specifications; and
 - iii. other criteria as specified within the solicitation.
10. The District Purchasing Supervisor is required to sign all quote tabulations, signifying a review and approval of the selections.

C. SINGLE SOURCE PROCUREMENTS

If items are available **only** from a single source *when the award of a contract is not feasible under small purchase procedures, sealed bid or competitive negotiation*, **NON-COMPETITIVE PROPOSAL PROCEDURES** will be used:

1. Written Specifications will be prepared and provided to the vendor.
2. The District Purchasing Supervisor will be responsible for the documentation of records to fully explain the decision to use the non-competitive proposal. The records will be available for audit and review.
3. The District Purchasing Supervisor will be responsible for documentation that the actual product or service specified was received.
4. The District Purchasing Supervisor will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive proposals are met.
5. Non-competitive proposals 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 District Purchasing Supervisor. The record of non-competitive purchases shall include, at a minimum, the following:
 - i. item name;
 - ii. dollar amount;
 - iii. vendor; and
 - iv. reason for non-competitive procurement.
6. The District Purchasing Supervisor will approve, in advance, all procurements that result from non-competitive negotiations.

D. MISCELLANEOUS PROVISIONS:

1. New product evaluation procedures will include:
 - i. item meets program nutritional requirements;
 - ii. provider is both responsive and responsible; and
 - iii. price.
2. The District agrees that the reviewing official of each transaction will be the Director of Child Nutrition (or designee).
3. Payment will be made to the vendor when the contract has been met and verified and has met the District's procedures for payment. (If prompt payment is made, discounts, etc. are accepted.)
4. Specifications will be updated as needed.
5. If product is not as specified, the following procedure will take place:
 - i. reject delivery;
 - ii. notify supplier; and
 - iii. accept substitutes, if approved by Director of Child Nutrition.

E. 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 must be authorized using a purchase order signed by the District Purchasing Supervisor. The following emergency procedures shall be followed. All emergency procurements shall be approved by the District Purchasing Supervisor. At a minimum, the following emergency procurement procedures shall be documented:
 - i. item name;
 - ii. dollar amount;
 - iii. vendor; and
 - iv. 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:
 - i. The district originating the competitive procurement must have a "piggyback provision" in the original solicitation;
 - ii. Documentation of the emergency requiring the piggybacking must be maintained;
 - iii. Approval from the purchasing district's governing board will be obtained and documented;
 - iv. Approval from the district that originated the competitive procurement will be obtained and documented;
 - v. Approval from the Vendor that was awarded the Contract (original solicitation) will be obtained and documented;
 - vi. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
 - vii. Notification to the Vendor of final approval will be documented and issued;
 - viii. A contract with the Vendor will be developed including:
 - i. 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 the District, whichever is sooner. The District, 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 District 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 District shall maintain, at a minimum, the following documents:
 - i. written rationale for the method of procurement;
 - ii. a copy of the original solicitation;
 - iii. the selection of contract type;
 - iv. the bidding and negotiation history and working papers;
 - v. the basis for contractor selection;
 - vi. approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
 - vii. the basis for award cost or price;
 - viii. the terms and conditions of the contract;
 - ix. any changes to the contract and negotiation history;
 - x. billing and payment records;
 - xi. a history of any contractor claims; and
 - xii. a history of any contractor breaches.

F. ETHICS

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:

1. No employee, officer or agent of the District 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.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- i. the employee, officer or agent;
 - ii. any member of the immediate family;
 - iii. his or her partner; and/or
 - iv. an organization which employs or is about to employ one of the above.
2. District 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.
3. Whenever the Department finds evidence that an employee is in violation of these procedures, Board Policy 5100, the Utah Procurement Code, or any other applicable procurement policy, that employee may be subject to disciplinary action by the District. Disciplinary action will be coordinated with the employees direct supervisor, human resource services, and other applicable district personnel.

An action taken under this section does not preclude the district from taking other legal actions related to a violation. The District reserves the right to take any other disciplinary actions allowable under state law, Board policy, and District administrative procedures.

Revised May 8, 2019