Child Nutrition Procurement Plan

This document is a sample and is not intended to be all-inclusive. CN Programs are ultimately responsible for ensuring that the plan complies with all Federal Regulations, State Procurement Code and Regulations and local procurement policies.

_____Fanshawe School___________

Name of SFA/Sponsor

PROCUREMENT PLAN
CHILD NUTRITION PROGRAMS

This procurement plan will be implemented on 8-1-2026 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 allow ability, and the allocation of costs.

Chairman, Board of Education Signature — 8-10-26 Date

Superintendent of Schools Signature — 8-10-26 Date

____

(District Name)

SECTION I - PROCUREMENT PLAN GENERAL REQUIREMENTS

1. The plan for procuring items for use in the Child Nutrition Program is as follows:

2. The procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

    a. The following **Code of Conduct** will be expected of all persons who are engaged in the awarding and administration of contracts supported by Child Nutrition reimbursement funds. These written standards of conduct include:

    b. No employee, officer, or agent shall purchase or establish a contract 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:
        - The employee, officer, or agent;
        - Any member of the immediate family;
        - His or her partner;
        - An organization which employs or is about to employ one of the above.

    c. 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. The purchase during the school day of any food or service from a contractor for individual use is prohibited.

    d. No item, food, or beverage purchased with nonprofit school food service funds will be removed from the school premises by school personnel.

    e. Penalties for violation of the standards of code of conduct of the (SFA) School Child Nutrition Program (CNP) should be:
        - Reprimand by Board of Education
        - Dismissal by Board of Education
        - Any legal action necessary

3. Regardless of the procurement method, the following factors will be determined regarding the allowable costs:
    - Be necessary and reasonable for the proper and efficient administration of the program(s)
    - Be allocable to federal awards applicable to the administration of the programs(s)
    - Be authorized and not prohibited under state and local laws

4. Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Thresholds	**SFA/Sponsor Procurement Thresholds (enter)**
Micro-purchasing	$15,000 or less	

Equipment	Over $10,000	
Small/Informal	Less than $350,000	
Formal	Greater than $350,000; or any Food Service Management Contract	

5. All staff conducting purchasing will be trained on the procurement procedures.

6. All purchasing records will be maintained no less than the current year plus 3 additional years.

7. **Buy American Provision**
   Buy American requires schools to purchase ninety percent (90%) of domestic agricultural commodities and food products annually. Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. A domestic commodity or product refers to an agricultural commodity produced in the US and a food product processed in the US that is substantially (at least 51 percent) made using agricultural commodities produced in the US.
   This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products as these products are from the territories of the U.S. (Reference 7 CFR 220.16(d), SP-38-2017, and SP 23-2024) ***Documentation is required from vendor(s) to ensure products purchased are American-grown or nondomestic unless listed on the Buy American Exemption list (USDA FAR list).***

8. **Geographical Preference**
   The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. The Food, Conservation, and Energy Act of 2008 (Public Law 110-246, Section 4302) allows institutions receiving funds through CNP to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. Micropurchasing is a preferred procurement method when using geographic preference. Geographical preference can be achieved through micropurchasing when procuring unprocessed, locally grown, or locally raised agricultural products. If spending over $15,000 per transaction, simplified acquisition must be used.

9. **Protest procedures** are required. SFAs will have protest procedures to handle and resolve disputes relating to their procurements and shall, in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the SFA before pursuing a protest with a federal agency. Reviews of protests by the federal agency will be limited to:
   Violations of federal law or regulations and the standard of 2 CFR §200 (violations of state or local law will be under the jurisdiction of state or local authorities).
   AND
   Violations of the SFA's protest procedures for failure to review a complaint or protest. Protests received by the federal agency other than those specified above will be referred to the SFA.

10. The district will maintain a **CHART OF PROCEDURES** indicating how all items are procured, and how often they are procured.

11. **Beverage and Snack Agreements**

If any nonprofit school food service products are purchased via the exclusive contract, then all federal procurement requirements must be met. If small purchase procedures are used for a procurement of $350,000 or less, price or rate quotations must be obtained from an adequate number of qualified sources. Additionally, if nonprofit school food service products are included in the contract, any rebates, commissions, scholarship fund contributions, or any other payments back to the SFA or SFA-related organizations must be reimbursed to the nonprofit SFA on a prorated basis.

a. No federal prohibition on multi-year contracts other than for FSMCs. It is suggested, however, that school procurement officials consider the impact of multi-year contracts, as opposed to one-year contracts, on beverages and snacks. Long-term contracts would appear to be more appropriate for nonperishable products and services such as warehousing and equipment rental. As noted above, however, there is no federal prohibition on these longer-term contracts.

b. Public Law 108-265, Section 102, requires a school participating in the NSLP shall not directly or indirectly restrict the sale or marketing of fluid milk products by the school (or by a person approved by the school) at any time or any place on the school premises or at any school-sponsored event.

c. Schools participating in the NSLP must check all beverage contracts for language that may limit the sale of milk on school grounds. The sale of milk cannot be limited at any time during the school day or at any place on the school premises. Contracts may have language that is hard to understand. Look for the term **Exclusive Pouring Rights.** Every school district must have amended their beverage contracts that limit the sale of milk should such language exist. The primary effect of this provision is to prevent contract limitations on the sale of fluid milk in competition with other beverages.

12. The SFA will take all necessary affirmative steps to assure that **minority firms, women's business enterprises, and labor surplus area firms** are used when possible. Affirmative steps shall include:

a. Placing qualified small, minority, and women's business enterprises on solicitation lists

b. Assuring that small, minority, and women's business enterprises are solicited whenever they are potential sources.

c. Dividing total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women's business enterprises.

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.

e Using the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

13. **Oklahoma Non-Kickback Affidavit** under Oklahoma statute 62 O.S. §310.9 requires a signed and notarized non-kickback affidavit on every purchase order of $25,000 or more. The affidavit is to be signed by the person or persons authorized to accept payment on behalf of the architect, contractor, engineer, or supplier. The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath, says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, or money or any other thing of value to obtain or procure the contract or purchase order.

CONTRACT PROVISIONS AND FORMS *(2 CFR 200 Appendix II)*

1. Contracts for more than the simplified acquisition threshold, which is the inflation adj usted 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.**

2. 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.

3. **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."

4. **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 subrecipient 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.

5. **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.

6. **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 subrecipient 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 subrecipient 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.

7. **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 subgrants 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).

8. **Debarment and Suspension Form** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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.

9. **Byrd Anti-Lobbying Amendment Form** (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.

10. See **§ 200.323 Procurement of recovered materials**
    https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.323

11. See **§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.**
    https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216

12. See **§ 200.322 Domestic preferences for procurements**
    https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.322

***** Due to the rural location of the district, it is feasible that the school will only receive one responsible and responsive response.***

SECTION II – PURCHASING EQUIPMENT

**Name(s) and Title(s) of all individuals responsible for Purchasing Equipment*:

____

If the amount of purchases for ***Equipment*** is greater than $10,000, the following procedures will be used:

1. Written specifications will be prepared and provided to vendors.
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 price quotes will receive appropriate confidentiality before award.
4. If using USDA funding for the purchase, the SFA/Sponsor will seek prior approval from Oklahoma Child Nutrition Programs unless the equipment is placed on the Equipment Pre-Approval list located in the Child Nutrition Manual.
5. Quotes will be awarded by the person(s) listed above in Section III. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or ____.
6. The person(s) listed above in Section III 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 person(s) listed above in Section III will be responsible for documentation that the actual product specified is received.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $10,000. See also §200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies. **Note: Equipment *OVER* $10,000 must have State agency approval unless it is on the OSDE Pre-Approval list on page P-8.**

SECTION III – MICRO PURCHASING

If the amount of purchases for items is less than $10,000 *or less than the district's micropurchasing threshold*, the following procedure will be used.

Select one:

☐ Purchases below $15,000

☐ Purchases below $ __________ *(If district threshold is below $15,000, use the most restrictive)*

1. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information, and maintains documents to support its conclusion.

2. The price quotes will not be required. Competition is not required.

3. When practicable, micro-purchases should be distributed equitably among qualified suppliers. ________________________________ *(Name(s) and/or Title(s))* is responsible for the documentation of purchases.

4. Program operators may self-certify a threshold up to $50,000 on an annual basis with approval from the State agency (2 CFR 200.320(a)(iv)). The SFA must maintain documentation of such self-certification. Choosing to self-certify must prepare and include a justification for the choice. The self-certification must include a justification, a clear indication of the threshold, and supporting documentation of any of the following:
   - A qualification as a low-risk auditee, in accordance with the criteria in 2 CFR 200.520;
   - An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or
   - For public institutions, a higher threshold consistent with state law.

SECTION IV – SIMPLIFIED ACQUISITION (SMALL PURCHASING)

Name(s) and Title(s) of all individuals responsible for Simplified Acquisition Procedures: __________

____

If the amount of purchases for items less than $350,000 *or the SFA/Sponsor's simplified acquisition threshold*, Simplified Acquisition Procedures must be followed. Quotes must be documented from an adequate number of qualified sources.

Select one:

☐ Purchases below $350,000

☐ Purchases below $ ____________ (*If district threshold is below $350,000, use the most restrictive*)

Simplified Acquisition procedures will be applied on ***the basis of a:***

☐ District-wide

☐ Each Individual Site

☐ Food-Buying Group/Co-op (specify): ________________________________

☐ Combination of above (specify): ________________________________

1. Written specifications will be prepared and given to a minimum of two vendors.

2. The person(s) stated above in Section IV will be responsible for contacting potential vendors when price quotes are needed.

3. Quotes will be awarded by the person(s) stated above in Section IV. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, etc.

4. The person(s) stated above in Section IV will be responsible for documentation of records to show the selection of the vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and ***written specifications.***

5. The person(s) stated above in Section IV will be responsible for documentation that the actual product specified is received.
6. Any time an accepted item is not available, the person stated above in Section IV will select the acceptable alternate. Full documentation will be made available for the selection of the acceptable item. Substituted items will not be made at the vendor's discretion.

SECTION V – FORMAL PROCUREMENT

***Name(s) and Title(s) of all individuals responsible for Formal Procedures:**

____

–

Select *all* that are applicable:

☐ Purchases over $350,000

☐ Purchases over $ ________________ (*If district threshold is below $350,000, must use the most restrictive*)

☐ Food Service Management Contracts at any total cost (*does not include vended meal agreements)*

☐ N/A, no purchases over $350,000 or Food Service Management Contracts

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

☐ District-wide

☐ Each Individual Site

☐ State Contract

☐ Food-Buying Group/Co-op: Name of Group/Co-op Name: ______________________________

☐ Combination of above (specify):____

If the amount of purchases is above the district's small purchase threshold, or an SFA has a Food Service Management Contract, formal procurement procedures will be used as required by 2 CFR Part 200.318-326.

Invitation for Bid (IFB)/Sealed Bid

In awarding a competitive negotiation (IFB) the bid will automatically go to the lowest bidder. .**Price** is the only factor that is used to determine a sealed bid.

Request for Proposals (RFP)

In awarding a competitive negotiation (RFP) a set of award criteria 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. *A committee of 3-5 people shall evaluate the bids*. The vendor with the highest overall score will receive the bid.

1. Cost price analysis must be performed for every procurement transaction over the simplified acquisition threshold per 2 CFR 200.324(a).

2. When a formal procurement method is required, the following ***COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)*** procedures will apply: (USDA allows 45 days for IFB & 60 days for RFP from the time the information is given to vendors until the time of bid opening. It should not be any less than 30 days) ***Use the Formal Procurement Checklist to ensure the procurement process was done correctly.***

3. An advertisement is required for all formal procurement (IFB/RFP)
   - A general description of items to be purchased.
   - The deadline for submission of questions and the date written responses will be provided, including an addendum to bid specifications, terms, and conditions as needed.
   - A date of pre-bid meeting, if applicable, and if attendance is a requirement for bid award.
   - A deadline for submission of sealed bids or proposals, and the address of the location where complete specifications and bid forms may be obtained.

   An announcement of an **Invitation for Bid (IFB) or a Request for Proposal (RFP)** will be placed in the ______________________________ (Newspaper/media required for an RFP, IPS Website, other internet source is allowable for an IFB. ***An FSMC RFP requires a newspaper ad***) to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be run for ***a minimum of two weeks***.

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:
   - Contract period.
   - SFA/Sponsor is responsible for all contracts awarded (statement).
   - Date, time, and location of bid opening.
   - How a vendor will be informed of bid acceptance or rejection.
   - The terms and conditions that the bidder must fulfill.
   - Statement assuring efforts will be made to involve minority and small business.
   - Statement regarding Cause for Termination.
   - Forms and statements identified in the ***Formal Procurement Checklist***.
   - Statement regarding the return of purchase incentives, discounts, rebates, and credits to the non-profit Child Nutrition account, if applicable in a cost reimbursable contract.

6. Specifications and estimated quantities of products and services prepared by SFA/Sponsor and provided to potential contractors desiring to submit bids/proposals for the products or services requested.

7. If any potential vendor ask questions regarding the specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the person(s) stated in Section V and date specified.

8. The person(s) stated above in Section V will be responsible for securing all bids or proposals.

9. The person(s) stated above in Section V will be responsible for ensuring all SFA/Sponsor procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.

10. Evaluation Criteria the district can use to award an RFP.

    (Price must be given the highest points, and the award must equal 100 points. If not interested, the district can leave the line of award blank. Additional criteria can be added. ***A committee of 3-5 individuals will score all vendors using the points the district assigned. The vendor with the highest points will win the bid.***

Weight	*Criteria*
_____ (points)	**Price**
_____ (points)	A Variety and Availability of Food Items that Meet CNP Requirements, including CN label or Product Formulation Statement items
_____ (points)	Quality of Food Items
_____ (points)	Ordering System
_____ (points)	Customer Service or References
_____ (points)	Business Practices
_____ (points)	Geographical Preference
_____ (points)	______________________________
_____ (points)	______________________________
_____ (points)	______________________________
100	**Total Points**

SECTION VI - NON-COMPETITIVE NEGOTIATION

****Name(s) and Title(s) of all individuals responsible for Non-Competitive Negotiation:***

____

1. 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:

2. Written Specifications will be prepared by the district and provided to the vendor.

3. The person(s) stated above in Section VI will be responsible for the documentation of records to fully explain the decision to use the noncompetitive negotiation. The records will be available for audit and review.

4. The person(s) stated above in Section VI will be responsible for reviewing the procedures to be certain all requirements for using single source or noncompetitive 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 (***SFA Official***). The record of non-competitive purchases shall include, at a minimum, the following:
    - item name

- dollar amount
- vendor
- reason for non-competitive procurement

SECTION VII – EMERGENCY PURCHASING

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods that is over the micropurchasing and simplified acquisition threshold, the purchase shall be made, and a log of all such purchases shall be maintained by the district. The following emergency procedures shall be followed. All emergency procurements shall be approved by the
____ *(Name(s) and Title of person(s))*.

   At a minimum, the following emergency procurement procedures shall be documented:
   - item name
   - dollar amount
   - vendor
   - reason for emergency

2. If the emergency purchasing need requires a contract, all books, records and other documents relative to the award of the contract must be retained for three (3) years after final payment. Specifically, the SFA/Sponsor shall maintain, at a minimum, the following documents:
   - Written rationale for award cost or price;
   - A copy of the original solicitation;
   - 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 terms and conditions of the contract;
   - Any changes to the contract and negotiation history;
   - Billing and payment records;
   - A history of any contractor claims *OR* contract breaches

SECTION VIII – PIGGYBACKING

When adding parties to either a fixed-price or cost-reimbursable contract, known colloquially as "piggybacking," the contract must have been procured in compliance with 2 CFR Part 200.318-.326 and applicable program regulations. Contracted parties considering additional parties must include a provision allowing "piggybacking" in their contracts in order to avoid creating a material change. If such a provision is not included in the contract and a material change is determined, a new competitive procurement is required.

Our district ☐ allows for others to piggyback off our contract(s) ☐ piggybacks onto other contracts

Our district piggybacks off of: ______________________________________ *(enter the school or group the district piggybacks off of)*

Formal bid procedures will be applied on ***the basis of a*** **PIGGY BACKING**

Name of the Vendor used: ____

Name of the organization that procured the vendor: ________________________________

Name of the person(s) that procured the contract: ________________________________

Phone number and/or email address of contact: __________________________________

For the district that allows other to piggyback: For a contract containing such provisions, language should be included specifying applicable limitations of the extension: ____________________ *(enter: dollar value or the number of additional parties that may be added).* Such contracts should be thoroughly reviewed by members to ensure they meet their needs and conform to all applicable program requirements. For further guidance on "piggybacking" refer to memo SP 02-2016; CACFP 02-2016; SFSP 02-2016.

The district that allows those to piggyback will create a Schedule A and list all the districts piggybacking onto the contract and the dollar amount projected the school piggybacking will add to the contract. This must be updated every school year.

Note: For the child nutrition review, the institution either needs a copy of the contract along with documentation showing this organization is able to purchase under the contract OR the name of the person and contact information of who procured the goods and services. OSDE will contact the person in charge of the contract to ensure procurement was conducted correctly.

CHART OF PROCEDURES

The __________________________________*(District Name)* will purchase the following products or group of products and services as per the stated purchase period using the identified procurement method. ***Price quote time frame*** period is defined as the time frame for which bids or quotes are obtained and awarded.

PRODUCT	*PRICE QUOTE TIMEFRAME*	*METHOD OF PROCUREMENT USED*
Milk		
Bread		
Canned fruit		
Canned vegetables		
Frozen fruit		
Frozen vegetables		
Preprepared fruits & veggies		
Fresh fruit		
Fresh vegetables		
Meats		
Chemicals		
Paper products		
Small equipment		
Large equipment		

period is defined as the time frame for which bids or quotes are obtained and awarded.

PRODUCT	HOW OFTEN ARE PRICE QUOTES OBTAINED	PROCUREMENT METHOD USED
Milk	ANNUAL	BID
Bread	ANNUAL	BID
Canned fruits	ANNUAL	SM PURCHASE
Canned	ANNUAL	SM PURCHASE
vegetables	ANNUAL	SM PURCHASE
Frozen vegetables	ANNUAL	SM PURCHASE
Pre-prepared fruits and vegetables	ANNUAL	SM PURCHASE
Fresh fruits	WEEKLY	SM PURCHASE
Fresh vegetables	WEEKLY	SM PURCHASE
Meats	ANNUAL	SM PURCHASE
Paper products	ANNUAL	SM PURCHASE
Chemicals	ANNUAL	SM PURCHASE
Small equipment	AS NEEDED ANNUAL	SM PURCHASE
Large equipment	AS NEEDED ANNUAL	SM PURCHASE

FORMAL PROCUREMENT CHECKLIST

Terms and information regarding Formal Procurement are listed on pages 3-5 and 8-10 of the Procurement Plan

FORMAL PROCUREMENT REQUIREMENTS

___ **Newspaper Advertisement** (all formal bids) newspaper advertised: ____________________

___ **Solicitation sent to at least 2 vendors** vendors: ____________________

___ **Evaluation criteria for all RFP.** An RFP is awarded based on overall scoring. The evaluation scoring should be given with the solicitation. **PRICE** must be given the most points. Other items scored on can be – Experience/references, Diversity in products and/or services, Quality of products, Cost & Performance Bonds, Personnel Management, Business Practices, Accounting and Reporting systems, and Service Capability plan are examples of how an RFP can be evaluated. **(IFB/Sealed Bids are awarded lowest price only. No other factors can determine the award)**

FORMS & CLAUSES

___ **Buy American information** (All Food & Milk contracts)

___ **USDA Equal Opportunity information** (contracts $10,000 or more)

___ **Termination for Cause information** (contracts $10,000 or more)

___ **Clean Water Act provision** (contracts $150,000 or more)

___ **Contract work hrs and Safety Safety Standards Act** (contracts $2,500 or more)

___ **Nonkickback Affidavit** (Purchase orders over $25,000)

___ **Davis-Bacon information** (Construction contracts $2,000 or more)

___ **Debarment & Suspension form** (all contracts)

___ **Byrd Anti-Lobbying form** (contracts $100,000 or more)