

## **NUTRITION SERVICES PURCHASING PROCEDURES**

These procedures are intended to supplement the District's general purchasing and procurement policies and procedures, Files DJ/DJF and DJ/DJF-R.

These procedures apply to all Nutrition Services purchases supported by federal funds.

### **I. Purchases:**

#### **1. Purchases greater than \$25,000**

If the purchase amount exceeds \$25,000 this is considered a formal purchase, and the contract must be awarded through a formal procurement process and a call for bids shall be published at least once in a newspaper of general circulation in the District, as well as published in a newspaper generally circulated statewide and posted on the District's website. The call for bids or proposals may also be published in a regional newspaper. No contract shall be divided for the purpose of avoiding this paragraph. Wyo. Stat. § 21-3-110(viii), 2 CFR Part 200.320(c).

#### **2. Purchases greater than \$10,000 and less than \$25,000**

The District shall obtain competitive bids (quotes) when any purchase will cost more than \$10,000 and less than \$25,000. Wyo. Stat. § 21-3-110(viii), 2 CFR Part 200.320(d).

#### **3. Purchases less than \$10,000**

- i. Micro-Purchases: Any purchase below the "micro-purchase" threshold, which at the time of the adoption of this procedure was \$10,000.00, is considered a micro-purchase and may be awarded without soliciting competitive quotes if the price is considered reasonable. To the extent feasible, micro-purchases must be divided equitably among qualified suppliers. 2 CFR Part 200.320(a).

Note: The micro-purchase threshold will periodically be adjusted for inflation. The District shall follow the most current micro-purchase threshold as defined in 2 CFR 200.67 and set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1.

- ii. Small Purchases: Any purchase greater than the micro-purchase threshold but less than \$10,000 is considered a small purchase. Small purchases do not require a bid process, but shall be made on a competitive basis. 2 CFR Part 200.320(b).
- iii. Per 2 CFR 200.321 the SFA will purchase from small, minority and women's business enterprises and labor surplus firms whenever possible.

## **II. Bid Specifications:**

Contracts will not be awarded to any potential vendors that write any of the bid specifications, the solicitation documents, or any of the contract language. Identical bid specifications and/or requests for proposals will be provided to all potential vendors.

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

## **III. Geographic Preferences:**

No geographic preference (advantage based on location) is allowed in purchases made with federal funds, except for documented Farm to School (Farm to Plate) efforts. Therefore, as part of Farm to School, the District may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products only.

## **IV. Buy American:**

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

A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S.

The Buy American provision also applies to entities that purchase on behalf of the district.

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

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

## **V. Debarment and Suspension:**

The District will obtain verification regarding debarment and suspension for all Nutrition Service contracts to be paid with federal assistance. To meet with requirement, the District will include a suspension and debarment statement within the text of all contracts.

## **VI. Code of Conduct:**

**1. Conflict of Interest.** No employee, officer, or agent of the District may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. 2 CFR Part 200.318(a). Anyone with a real or apparent conflict of interest, shall recuse themselves from participating in the selection, award, or administration of a contract supported by a federal award, and the recusal shall be noted in the Board minutes of the meeting at which the contract giving rise to the conflict is approved.

A conflict of interest arises when a person in a position of authority may benefit personally from a decision he or she could make.

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. 2 CFR Part 200.318(a).

A person has a “financial interest” if the person has, directly or indirectly, through business, investment or family:

- (a) An ownership or investment interest in any entity with which the District has a transaction or arrangement,
- (b) A compensation arrangement with the District or with any entity or individual with which the District has a transaction or arrangement, or
- (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the District is negotiating a transaction or arrangement.

**2. Kickbacks.** Officers, employees, and agents of the District entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. 2 CFR Part 200.318(a).

**3. Violations.** Employees found to be in violation of this Code of Conduct provision are subject to disciplinary action, up to and including termination.

## **VII. Contract Administration:**

The District will maintain a contract administration system to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The Nutrition Services Director will review all aspects of any contract bid documents, expenditures, progresses, and procedural aspects to ensure compliance with all federal, state and school district regulations.

The contract administration system will address administrative, contractual, or legal remedies in instances where contracts violate or breach contract terms. Appropriate sanctions and/or penalties will be included.

All contracts in excess of \$10,000 must address termination for cause and for convenience and include the manner by which it will be effected and the basis for settlement.

Contracts made under a federal award (such as with funding from the USDA Child Nutrition Programs) will also contain all applicable federal provisions as referenced under *Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

**VIII. Discounts, Rebates, Credits:**

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

**IX. Records Retention:**

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

**X. Bid Protest Procedures:**

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

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

someone on their behalf present their position to the Board. The Board shall render its decision either at that meeting or at the next regular Board meeting.

Adopted: 4/11/2016

Revised: 3/11/19

Legal Refs: 2 CFR Part 200.318  
2 CFR Part 200.320  
Wyo. Stat. § 21-3-110(viii)  
2 CFR Part 200.67  
48 CFR Subpart 2.1

Other Sources:

IRS Instructions for Form 1023 - Additional Material, Appendix A: Sample Conflict of Interest Policy

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

Cross-Referenced: DJ/DJF – Purchasing Authority/Purchasing Procedures