

## 3370 Nutrition Service Procurement

Campbell County School District will adhere to the following policy requirements for any procurement related to food service:

### **Purchases:**

Purchase or contract value greater than \$50,000:

If the amount exceeds fifty thousand dollars (\$50,000.00) this is considered a formal purchase, and contract must be awarded through a formal procurement process and a call for bids or request for proposals shall be published at least once in a newspaper of general circulation in the district, as well as published in a newspaper generally circulated state-wide 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.

Purchase greater than \$10,000 and less than \$50,000.00:

Campbell County School District will obtain competitive bids (quotes) when any purchase will cost more than ten thousand dollars (\$10,000.00) and less than fifty thousand dollars (\$50,000.00).

### **Purchase equal to or less than \$10,000:**

Any purchase greater than the micro-purchase threshold but less than ten thousand dollars (\$10,000.00) is considered a small purchase and does not require a bid process, however, the small purchase shall be made on a competitive basis with quotes being required as per district Policy Regulation 3320-R unless it meets the federal definition of a micro purchase.

Any purchase below ten thousand dollars (\$10,000.00), or as currently defined by 2 CFR 200.67 (Code of Federal Regulations), is considered a micro-purchase. Micro-purchases may be awarded without soliciting competitive quotes if the price is considered reasonable. To the extent feasible, however, Campbell County School District should distribute micro-purchases equitably among qualified suppliers. The micro-purchase threshold will periodically be adjusted for inflation; therefore, Campbell County School District shall follow the most current threshold as defined at 2 CFR 200.67.

Per 2 CFR 200.321 the School Food Authorities (SFA) will purchase from small, minority and women's business enterprises and labor surplus firms whenever possible.

### **Bid Specifications:**

Campbell County School District contracts will not be awarded to any potential vendors who write any of the bid specifications, the solicitation documents, or any of the contract language. Potential bidders may provide information for the specifications but cannot prepare documents.

Identical bid specifications and/or request for proposals will be provided to all potential vendors. All relevant information such as delivery schedules, quantities, product specifications, and purchase conditions will be included.

Campbell County School 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.

**Geographic Preference:**

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

**Buy American:**

Campbell County School 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 Campbell County School District is unable to purchase a domestic item, documentation must be kept justifying the exemption(s) and maintained for review by the State Agency.

Campbell County School 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.

**Debarment and Suspension of a Vendor:**

Campbell County School District will obtain verification regarding debarment and suspension for all food service contracts to be paid with Federal assistance.

Campbell County School District will use the state-approved Debarment and Suspension Certification Form to be included as an attachment to all contracts and bid documents. This certificate must be completed and returned with bid, the district will keep this form on file.

**Standard of Conduct for Campbell County School District Employees:**

Campbell County School District maintains the following code of conduct for any employees engaged in award and administration of contracts supported by Federal Funds:

No Campbell County School District employees will engage in any procurement when there is a conflict of interest, real or perceived, and Campbell County School District employees cannot solicit or accept any gratuities, favors or anything of monetary value from prospective vendors. No Campbell County School District employee shall participate in the selection, award or administration of a contract when any of the following persons have a financial interest in the firm selected for award:

- The employee
- Any member of his/her immediate family
- People with whom there is an affectionate personal relationship

- An organization which employs or is about to employ any of the above

**Contract Administration:**

Campbell County School District will maintain a contract administration system as part of bid documents which will ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Campbell County School District Associate Superintendent for Instructional Support or designee will review all aspects of any contractor bid documents, expenditures, processes, and procedural aspects to ensure compliance with all federal, state, and school district regulations.

Campbell County School District's contract administration system will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. Appropriate sanctions and/or penalties will be included.

All contracts in excess of \$10,000.00 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*.

**Discounts, Rebates, Credits:**

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

**Records Retention and Access:**

Campbell County School District will allow access to all records per 2 CFR 200.336.

Campbell County School District will retain all Food Program records for three years after final payments and/or three years after any pending matters have been closed and completed.

Campbell County School District will also 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. Record retention will adhere to all 2 CFR 200.333 requirements.

**Bid Protest Procedures:**

Any bidder, person, or entity may file a bid protest with Campbell County School District. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the Campbell County School District's Associate Superintendent for Instructional Support no later than three business days after the date of the Bid award or notice of unsuccessful bid.

Campbell County School District will investigate the basis for the Bid protest and analyze all facts. Campbell County School District will notify the bidder whose bid is the subject of the bid protest of evidence found as a result of the investigation, and afford the bidder an opportunity to rebut such evidence, and permit the bidder to present any evidence that the bid and/or contract award was done in an unfair or biased manner. If necessary Campbell County School District will then hold an informal hearing by the School Board which will include the Superintendent and Associate Superintendent for Instructional Support. Campbell County School District will issue a written decision within 15 business days following receipt of the bid protest, unless factors

beyond reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit.

The decision will state the reasons for the action taken by Campbell County School District. A copy of this decision will be furnished to the protestor and any other parties affected.

Adoption Date: July 1, 2014; Revised July 20, 2016; Revised April 9, 2019; Reviewed with minor revisions April 26, 2022

Legal Reference(s): 2 CFR 200.67, 2 CFR 200.321, 7 CFR Part 210.21 (d), 2 CFR 200.336, 2 CFR 200.333

Cross Reference(s): 3320 and 3320-R

Administrative Regulation: