

# ***21<sup>st</sup> Century Public Academy School Nutrition Programs***

## **Procurement Procedures and Code of Conduct**

### **A. General Procurement**

1. All procurement transactions will comply with Federal, State, and Local procurement regulations.
2. The procurement procedures outlined in this plan are designed to maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities.
3. 21<sup>st</sup> Century Public Academy will avoid purchasing unnecessary or duplicative items.
4. The procurement of food will be compliant with the Buy American Provision as outlined in 7 CFR 210.21.
5. For purchases up to \$10,000, 21<sup>st</sup> Century Public Academy will use informal procurement procedures as outlined below.
6. For purchases over \$60,000, 21<sup>st</sup> Century Public Academy will use formal procurement procedures as required by 2 CFR 200.318 - 200.326.
7. 21<sup>st</sup> Century Public Academy will take steps to assure that small, minority, and women's businesses and labor surplus firms are used when possible.

### **B. Informal Procurement**

1. *Micro-purchase Procedures* - When purchasing an item or items with an aggregate total of \$10,000 or less, 21<sup>st</sup> Century Public Academy will follow micro-purchase procedures. To the extent practicable, 21<sup>st</sup> Century Public Academy will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded if the price is considered reasonable as required by 2 CFR 200.67.
2. *Small Purchase Procedures* - If the total amount of purchases for items is less than \$60,000 the following small purchase procedures can be used:
  - a. Quotes will be requested from an adequate number of qualified sources.
  - b. Written specifications will be prepared and shared with potential vendors.
  - c. Potential vendors will be given an opportunity to provide a price quote on the same specifications.
  - d. The price quotes will be kept confidential before award.
  - e. Quotes will be awarded to the most responsive and responsible vendor with price being the primary consideration.
  - f. 21<sup>st</sup> Century Public Academy will be responsible for documentation of records to show selection of vendor, reasons for selection, notification of all vendors contacted, price quotes from each vendor, and written specifications. If 21<sup>st</sup> Century Public Academy awards to a vendor that is not the lowest price quote that met the specifications, a written explanation must be documented as to why.
  - g. Bids will be awarded to a responsive and responsible bidder with the lowest price.

- h. 21<sup>st</sup> Century Public Academy will sign all quote tabulations, signifying a review and approval of the selections. Documentation will be retained for three years.

### C. Formal Procurement

When a formal procurement method is required 21<sup>st</sup> Century Public Academy must solicit through an Invitation for Bid (IFB) or a Request for Proposal (RFP) following a cost/price analysis being completed.

1. A solicitation of an IFB or an RFP will be placed in a public news publication in order to publicize the intent to purchase needed items. The solicitation will include:
  - general description of goods/services to be purchased;
  - contact information where potential vendors can get more information/bid packet;
  - date of pre-bid meeting (if applicable) and if attendance is a requirement for bid award;
  - deadline for submission of sealed bids or proposals.
  - time and location of bid opening
2. Vendors will be given an opportunity to bid on the same specifications.
3. The developer of written specifications or descriptions for procurements is **prohibited** from submitting bids or proposals for such products or services.
4. 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;
  - For IFB only, the date, time, and location of the public opening;
  - How vendor is to be informed of bid acceptance or rejection;
  - Delivery schedule;
  - Requirements (terms and conditions) that the bidder must fulfill in order for the bid to be evaluated;
  - Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required;
  - Statement assuring positive efforts will be made to involve minority and small businesses;
  - Statement regarding the return of purchase incentives, discounts, rebates, and credits to the SFA's nonprofit school food service account;
  - Contract provisions as required in Appendix II to 2 CFR 200;
  - Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts;
  - Contract provisions as required in 7 CFR 210.16(a)(1-10) and 7 CFR 250.53 for food service management company contracts;
  - For fixed-price contracts, a price adjustment clause (tied to a standard index, i.e., consumer price index, or other as stated in terms and conditions for pricing and price adjustments);
  - Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; solicitations using an RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered);
  - Method of award announcement and effective date;
  - Method of shipment or delivery upon contract award;

- Provision requiring the contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts
  - Description of process for enabling vendors to receive or pick up orders upon contract award;
  - Signed Debarment/Suspension Certificate;
  - “Buy American” as outlined in 7 CFR Part 210.21(d) and SP 24-2016; and
  - Specifications and estimated quantities of products and services prepared by \* and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
5. The following criteria will be used in awarding contracts as a result of bids/proposals. The price must be the highest weighted criteria. Examples of other possible criteria include quality, service, delivery, and availability.

1. Price

2. Quality

3. Availability

4. Delivery

6. In awarding a 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 among all factors when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.
- The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the 21<sup>st</sup> Century Public Academy price as the primary and other factors considered. Any and all bids or proposals may be rejected in accordance with the law.
  - A representative of 21<sup>st</sup> Century Public Academy 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.
  - Substitutions – if an item is not available, 21<sup>st</sup> Century Public Academy will select the acceptable alternate. The contractor must inform 21<sup>st</sup> Century Public Academy if a product is not available. In the event a nondomestic agricultural product is to be provided to 21<sup>st</sup> Century Public Academy, the contractor must obtain, in advance, written approval for the product. The vendor must comply with the Buy American Provision.
  - Full documentation regarding the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review.
  - 21<sup>st</sup> Century Public Academy is responsible for maintaining all procurement documentation.

#### **D. Additional SFA Responsibilities:**

21<sup>st</sup> Century Public Academy shall agree to retain all books, records, and other documents relative to the award of the contract for three (3) years after final payment. If there are audit findings that have not been resolved, the records shall be retained beyond the 3-year period as long as required

for the resolution of the issues raised by the audit. Specifically, 21<sup>st</sup> Century Public Academy shall maintain, at a minimum, the following documents:

- a copy of the original solicitation;
- the selection of contract type (fixed/cost-reimbursable);
- pre-bid meeting attendance logs (if applicable);
- the basis for vendor selection;
- the basis for award cost or price;
- the terms and conditions of the contract;
- billing and payment records;

## **E. Code of Conduct**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local award if he or she has a real or apparent conflict of interest. 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 that 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.

The officers, employees, and agents of 21<sup>st</sup> Century Public Academy may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, 21<sup>st</sup> Century Public Academy may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of 21<sup>st</sup> Century Public Academy. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

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- (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](mailto:program.intake@usda.gov).

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