

Food Service Procurement Policy and Written Standards of Conduct

The District will obtain competitive bids when purchasing any item costing more than ten thousand dollars (\$10,000.00) and less than twenty-five thousand dollars (\$25,000.00) unless precluded by other regulation or statute. If the amount exceeds twenty-five thousand dollars (\$25,000.00), a call for bids shall be published at least once in a newspaper of general circulation in the district. The district shall reserve the right to reject any and all bids and to waive irregularities and informalities in the bidding. No contract shall be divided for the purpose of avoiding this paragraph. Items for which bids must be obtained may be described in the published call for bids by stating general requirements and making detailed specifications available to prospective bidders at the district's administrative headquarters; anything below \$10,000.00 would be a small purchase and would not need to be competitively bid. However, the small purchase must be made on a competitive basis. Any purchase below \$3,000.00 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, the district must distribute micro-purchases equitably among qualified suppliers.

Contracts cannot be awarded to potential vendors that wrote, any of the bid specifications, the solicitation documents, or the Contract language. Potential bidders may provide information for the specifications but cannot prepare documents.

Identical bid specifications or request for proposals must be provided to all potential vendors. This must include all important information such as delivery schedules, quantities, product specifications, and purchase conditions.

No Geographic Preferences (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 the district may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products.

The district will adhere to "Buy American" for the food service program. Therefore, Food Service is required to purchase, to the maximum extent possible, domestic products for use in meals served in our Child Nutrition Program. However, Exceptions are allowed when:

- Food preferences can only be met with foreign goods
- Insufficient quantity and/or quality is available in the USA
- Domestic cost is **significantly** higher

The 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.

The district will retain all program records for three years after final payments and/or three years after any pending matters have been closed and completed.

Standards of Conduct

No employee, officer or agent of the district shall participate in the selection, award or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his/her business partner or associate, or an organization which employs or is about to employ any of the persons referred to herein, has a financial or other interest in the firm selected for an award. The officers, employees and agents of the district shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or organizations doing business with the district. An exception may be made for the receipt of an unsolicited item of nominal value if approved by the Superintendent or his designee.

The district would like all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.

Any employee who violates the terms of this policy shall be subject to disciplinary action, up to and including termination from employment. Non-employee agents or representatives may also be sanctioned and removed from their position as agent or representative for the district for violation of this policy.

Bid protest Procedures

Any bidder, person, or entity may file a bid protest with the district. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the district business manager no later than 3 business days after the date of the bid award or notice of unsuccessful bid.

The district will investigate the basis for the bid protest and analyze all facts. The district will notify the bidder whose bid is the subject of the 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, the district will then hold an informal hearing by the School Board which will include the Superintendent and Business Manager. The district will issue a written decision within 15 business days following receipt of the bid protest, unless factors beyond the district's 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 the district. A copy of this decision will be furnished to the protestor and any other parties affected.

Debarment and Suspension of a Vendor

For all food service contracts to be paid with Federal assistance expected to equal or exceed \$25,000.00, the vendor will be required to fill out a certification regarding debarment and suspension and submit the signed certification with the food service contract to the district. The district will keep this form on file.

The certification statement is intended to assure the district that neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the contract by any Federal department or agency.

Non-Discrimination Clause

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866)632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).
USDA is an equal opportunity provider and employer.

Adopted: 06/08/15