

Child Nutrition Procurement Plan

This Procurement Plan will be implemented from this 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 allowability, and the allocation of costs.

I. GENERAL PROCUREMENT PLAN & CODE OF CONDUCT

It is the policy of the Piedmont Board of Education to follow acceptable practices in the procurement of food, products, supplies, or equipment with state or federal funds for this school district. Acceptable practices are those set forth in federal law, Oklahoma statutes, and Department of Education regulations.

The procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities. The following Code of Conduct is expected of all persons who are engaged in the awarding and administration of contracts supported by Child Nutrition reimbursement funds:

- **Conflict of Interest:** No employee, officer, or agent of this school district shall participate in the selection of or in the award or administration of a contract for procurement if a conflict of interest, real or apparent, would be involved. Conflicts arise when the employee, any member of his/her immediate family, partner, or an organization employing any of the above has a financial or other interest in the firm selected for the award.
- **Gratuities & Favors:** Officers, employees, and agents of this school district shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements. This includes a strict prohibition against purchasing items for personal use at cost or at retail value from a vendor.
- **Removal of Property:** No item, food, or beverage purchased with nonprofit school food service funds may be removed from the school premises by school personnel for personal use.
- **Personal Purchases:** The purchase of any food or service from a contractor during the school day for individual/personal use is strictly prohibited.
- **Anti-Kickback Act:** Officers, employees, contractors, and agents are expected to be aware of the penalties established by the Anti-Kickback Act of 1974 as codified by Oklahoma Statutes, Title 74, Section 3401, et seq.

Disciplinary Sanctions: *Violations of this Code of Conduct will result in immediate disciplinary action, up to and including formal reprimand by the Board of Education, suspension, termination/dismissal/and/or legal prosecution feasible by law.*

II. PROCUREMENT METHODS

The method of procurement used will be determined by the aggregate amount of goods, equipment, and services purchased. "Aggregate" is defined as any purchase or group of purchases (e.g., milk, bread, canned foods, meats) capable of being secured from a single source on a given date or during a purchase period.

1. Micro-Purchase Procedures

Used for the purchase of goods, equipment, and services where the aggregate cost is equal to or less than **\$15,000** (or the current federal/state threshold, utilizing the most restrictive local limit).

- **Competition Strategy:** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the school district considers the price to be reasonable based on recent market research, experience, purchase history, or other baseline information. Documented justification supporting this conclusion must be maintained.
- **Equitable Distribution:** To the maximum extent practicable, micro-purchases must be distributed equitably among qualified, available suppliers.
- **Geographic Preference:** Micro-purchasing is the preferred method when applying geographic preference to purchase unprocessed, locally grown, or locally raised agricultural products from local small businesses.
- **Self-Certification Threshold Option:** The SFA may self-certify a micro-purchase threshold up to \$50,000 on an annual basis in accordance with 2 CFR 200.320(a)(1)(iv). To self-certify, the district must maintain written justification and provide supporting documentation proving qualification as a low-risk auditee, an annual internal institutional risk assessment, or consistency with higher thresholds allowed under Oklahoma state law.
- **Personnel Responsibility:** The Child Nutrition Director / Authorized District Personnel is responsible for managing and documenting micro-purchases.

2. Small Purchase Procedures (Informal Procurement)

Used to purchase goods, equipment, and services where the aggregate cost is greater than \$15,000 and less than the formal simplified acquisition threshold of \$350,000, and fresh produce regardless of aggregate amount. Such procedures shall be utilized on an annual basis by the school district.

- The goods, equipment, or services to be purchased must be adequately and consistently described for each prospective supplier so that each one can provide price quotes on the same merchandise or service.
- Written or verbal "requests for quotations" for the goods, equipment, or services to be purchased may be made to an adequate number of qualified sources.
- Responses to requests for quotations can be in either written form or verbal with a written confirmation.

- Product Substitutions: Brand or product substitutions cannot be made at the vendor's discretion. If an item is unavailable, a district-approved alternate must be selected and explicitly documented by PPS personnel.
- Price quotation responses will be retained by this school district with other program documentation and records for a period of five years after the end of the fiscal year to which they pertain.

3. Competitive Sealed Bids (Formal Advertising)

Used to purchase goods, equipment, and services where the aggregate cost is \$350,000 or more, or for any total Food Service Management Contract (FSMC). Breaking up purchases with the intent of circumventing formal advertising procedures is strictly prohibited. Conditions include:

- The invitation to bid will be publicly advertised. Bids will be solicited from an adequate number of known suppliers in sufficient time prior to the date set for the opening of the bids.
- The invitations for bid will clearly define the goods, equipment, or services needed, including comprehensive product specifications and general purchasing conditions.
- All bids will be opened publicly at the time and place stated in the invitations for bid.
- A firm, fixed-price contract award will be made by written notice to the responsible bidder whose bid is lowest, assuming the bid conforms to the requirements in the invitation for bid.
- All bids received must be documented and maintained for five years after the end of the fiscal year to which they pertain.

4. Competitive Negotiation/Proposals

Used when competitive sealed bids are determined to be inappropriate, infeasible, or impossible, such as acquiring professional services via a Request for Proposal (RFP). Proposals must be solicited from a minimum of two qualified sources. The RFP will identify all significant evaluation factors and their relative importance. Contracts are awarded to the responsible firm whose proposal is most advantageous to the program, with price as the primary factor.

5. Noncompetitive Negotiation / Sole Source

Procurement through solicitation of a proposal from only one source, used only when procurement is not feasible under micro-purchase, small purchase, or formal competitive methods. Cost plus a percentage of cost method of contracting is strictly prohibited across all procurement methods. Circumstances are limited to:

- The merchandise or service is available only from a single source.
- A public emergency exists and the urgency for the requirement will not permit the delay involved with formal competitive procedures.
- After solicitation from several sources, competition is found to be completely lacking. Every noncompetitive decision must be justified in writing, authorized, and available for state and federal review/audit.

III. OKLAHOMA STATE PROCUREMENT MANDATES***Oklahoma Non-Kickback Affidavit (62 O.S. §310.9):***

*A signed and notarized non-kickback affidavit is strictly required for every invoice or contract payment of **\$25,000 or more**. This must be signed by the architect, contractor, engineer, or person authorized to accept payment on behalf of the supplier, confirming that no district employee or officer has received any kickback or unearned compensation.*

IV. SPECIAL CHILD NUTRITION PROVISIONS**1. Buy American Provision**

In accordance with Section 104(d) of the National School Lunch Act (42 U.S.C. 1760), SFAs participating in the NSLP and SBP in the contiguous United States are required to purchase, to the maximum extent practicable, domestic commodities or products. "Domestic food commodity or product" means an agricultural commodity produced in the United States and food products processed in the United States SUBSTANTIALLY using agricultural commodities produced in the United States. "Substantially" means that over **51 percent** of the processed food components come from American produced products. Limited exceptions must be approved and documented prior to delivery.

2. Geographic Preference

Piedmont Public Schools may apply a geographic preference when procuring unprocessed, locally grown, or locally raised agricultural products (per the Food, Conservation, and Energy Act of 2008). While the use of geographic preference is optional, competitive selection criteria must still ensure full and open competition.

3. Beverage and Snack Agreements & Fluid Milk Protection

In compliance with Public Law 108-265 (Section 102), no agreement or contract may directly or indirectly restrict the sale or marketing of fluid milk products on school premises or at schoolsponsored events at any time. All beverage contracts must be audited to ensure no "Exclusive Pouring Rights" limit competitive milk sales. Any rebates, commissions, or scholarship contributions received from beverage/snack vendors must be credited back to the nonprofit school food service account on a prorated basis.

V. EQUIPMENT PROCUREMENT & PRIOR APPROVAL

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$10,000. When purchasing equipment using USDA Child Nutrition funds, Piedmont Public Schools must obtain prior written approval from the Oklahoma State Department of Education (OSDE) Child Nutrition Programs division, unless the item is specifically identified on the OSDE Pre-Approved Equipment List.

VI. MANDATORY FEDERAL CONTRACT PROVISIONS

In accordance with 2 CFR 200 Appendix II, all contracts and purchase solicitations funded by federal grants must contain clauses addressing:

- **Contracts > \$10,000:** Must address termination for cause and for convenience by the SFA, including the manner by which it will be affected and the basis for settlement.
- **Contracts > \$150,000 (Clean Air & Water Acts):** Must include compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
- **Debarment and Suspension:** No contract shall be made to parties listed on the government-wide exclusions in the System for Award Management (SAM.gov).
- **Byrd Anti-Lobbying Amendment:** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification that they have not used federal funds to influence federal actions.
- **Equal Employment Opportunity:** Compliance with E.O. 11246 and Department of Labor regulations is required for all construction contracts.

VII. FORMAL PROTEST PROCEDURES

Any actual or prospective bidder, offeror, or contractor who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Piedmont Public Schools may formally protest to the Executive Director of Operations of Piedmont Public Schools. Such protests must be made in writing and received by the Executive Director of Operations. The protesting party must mail or deliver copies of the protest to the Piedmont Public Schools, the State Agency, and other interested parties.

In the event of a timely protest, Piedmont Public Schools shall not proceed further with the solicitation or award of the contract.

A formal protest must be sworn and contain:

1. A specific identification of the statutory or regulatory provision that the protesting party alleges has been violated.
2. A specific description of each action by Piedmont Public Schools that the protesting party alleges to be a violation of the statutory or regulatory provision identified.
3. A precise statement of the relevant facts, including any issues of law or fact that must be resolved.
4. A statement of the argument and authorities that the protesting party offers in support of the protest.
5. A statement that copies of the protest have been mailed or delivered to the State Agency and all other identifiable interested parties.

Piedmont Public Schools may settle and resolve the dispute at any time before the matter is submitted on appeal. If the protest is not resolved by mutual agreement, Piedmont Public Schools shall issue a written determination by letter that details the reasons for the determination and the appropriate remedy or an order declaring a contract void. All documentation on the purchasing process that is the subject of a protest or appeal will be maintained in accordance with the district's retention schedule.

VIII. PROCUREMENT THRESHOLD MATRIX & CHART OF PROCEDURES

Method	Federal Procurement Thresholds	SFA/Piedmont Public Schools Limit
Micro-purchasing	Less than \$15,000	Equal to or Less than \$15,000
Equipment Approval	Over \$10,000	Over \$10,000 (Requires OSDE Prior Approval)
Small / Informal	Between \$15,000 and \$350,000	\$15,001 to Less than \$350,000
Formal Bid / RFP	Greater than \$350,000	\$350,000 or Greater (Or any total FSMC)

Piedmont Public Schools SFA 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 Group / Service	Price Quote Time Frame	Procurement Method Used
Milk & Fluid Milk Products	Annually	Competitive Sealed Bid / Formal
Bread & Bakery Products	Annually	Competitive Sealed Bid / Formal
Canned Fruits	Annually	Competitive Sealed Bid / Formal
Canned Vegetables	Annually	Competitive Sealed Bid / Formal
Frozen Fruits	Annually	Competitive Sealed Bid / Formal
Frozen Vegetables	Annually	Competitive Sealed Bid / Formal
Prepared Fruits & Vegetables	Annually	Competitive Sealed Bid / Formal
Fresh Fruits & Produce	As Needed / Seasonal	Small Purchase / Informal Quotes
Fresh Vegetables & Produce	As Needed / Seasonal	Small Purchase / Informal Quotes

Meats & Frozen Proteins	Annually	Competitive Sealed Bid / Formal
Paper Products & Disposables	Annually	Competitive Sealed Bid / Formal
Chemical & Janitorial Supplies	Annually	Competitive Sealed Bid / Formal
Small Equipment (Under \$10,000)	As Needed	Micro-purchase / Small Purchase
Large Equipment (Over \$10,000)	As Needed	Formal Bid (OSDE Pre-Approval Required)