

GRANITE SCHOOL DISTRICT

Child Nutrition Program

Procurement Procedures

The procurement procedures contained in the following pages will be implemented on 09/03/2020 and remain in effect until amended. All procurements must maximize full and open competition. Source documentation must be available to determine open competition, the reasonableness, the allowability and the allocation of costs.


Business Administrator/Treasurer

9/3/20
Date


Director of Purchasing

9/3/20
Date

(Rev. 09-01-2020)

The Granite School District plan for procuring items for use in the Child Nutrition Program is as follows. These procurement procedures maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities. Granite School District Purchasing Buyer "GSD PB" assures that positive efforts will be made to involve small and minority businesses, women's business enterprises, and labor surplus area firms [2 CFR 200.321].

A. General Procedures

1. All procurement activities will be made in accordance with 2 CFR 200; the State of Utah procurement code 63G-6a; and Utah Administrative Code Title R33. The most restrictive principles will be applied when conflicts in requirements exist.
 - a. If the amount of the purchase is more than **\$50,000**, formal procurement procedures will be used.
 - b. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold as defined in Title R33 or LEA approved threshold if less:
 - i. The "Individual Procurement" threshold is a maximum amount of **\$499.99** for a procurement item; a procurement unit may select the best source by direct award and without seeking competitive quotes.
 - ii. Purchases that are **\$500 to \$999.99** that are not available from the warehouse or on a State or District contract, must obtain a minimum of two documented quotes either written, via telephone, or in email received directly from the vendor; and
 - iii. Purchases that are **\$1,000 to \$4,999.99** that are not available from the warehouse or on a State or District contract, must obtain a minimum of two written quotes; and
 - iv. Purchases that are **\$5,000 to \$49,999.99** must be approved by an Assistant Superintendent and then Purchasing will obtain and document quotes, select the best vendor based on criteria such as price, availability, quality, etc.
 - v. The annual cumulative threshold from the same source is a maximum amount of **\$50,000**.
2. It will be the responsibility of GSD PB to document the amounts to be purchased so the correct method of procurement will be followed. Cost analysis documentation will also be required for any amendments to resulting contracts when the amendment is expected to exceed **\$50,000**.

B. Competitive Sealed Bid

When a formal procurement method is required, the following competitive sealed bid in the form of an Invitation for Bid (IFB) or competitive proposal in the form of a Request for Proposal (RFP) procedures will apply:

1. An announcement of an IFB or RFP will be placed on the district webpage and State of Utah contracted third-party bidding system to publicize the intent of the School Food Authority to

purchase needed items. The advertisement for bids/proposals or legal notice will be run for a minimum of 7 days.

2. An advertisement is required for all purchases over the districts small purchase threshold of \$50,000. The public notice announcement will contain:
 - a. general description of items to be purchased;
 - b. deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms, and conditions as needed;
 - c. date of pre-bid meeting, if provided, and if attendance is a requirement for bid award
 - d. deadline for submission of sealed bids or proposals.
3. The developer of written specifications or descriptions for procurements will be 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 to be addressed in the procurement, as applicable:
 - a. Contract period
 - b. GSD PB is responsible for all contracts awarded (statement)
 - c. Date, time, and location of IFB/RFP opening
 - d. Delivery schedule
 - e. Set forth requirements (terms and conditions) which bidder must fulfill for the bid to be evaluated
 - f. Benefits to which the School Food Authority will be entitled if the contractor cannot or will not perform as required
 - g. Statement regarding the return of purchase incentives, discounts, rebates, and credits to the LEA's non-profit Child Nutrition account. (USDA procurement only)
 - h. Contract provisions as required in Appendix II to 2 CFR 200
 - i. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
 - j. Price adjustment clause (tied to an appropriate) (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments)
 - k. Provision requiring access by duly authorized representatives of the LEA, State Agency, United State Department of Agriculture, or Comptroller General to any books,

- d. Any time an accepted item is not available, the GSD Central Kitchen Manager "GSD CKM" will select the acceptable alternate. The contractor must inform GSD CKM when product is not available. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product.
- e. Full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is GSD CKM.
- f. The GSD PB responsible for maintaining all procurement documentation.

C. Small Purchase

If the amount of purchases for items is less than the district's small purchase threshold, the following, Small Purchase Procedures, including quotes, will be used as outlined in Utah State Administrative Code Title R33. Quotes from an adequate number of qualified sources will be required.

- 1. Written Specifications will be prepared and provided to the vendor. When specifying a "brand name" an "equal" product must be allowed to be offered [2 CFR 200.319(6)]
- 2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
- 3. The GSD PB will be responsible for contacting potential vendors when price quotes are needed.
- 4. The price quotes will receive appropriate confidentiality before award.
- 5. Quotes will be awarded by GSD PB. Quotes awarded will be to the lowest and best quote based upon quality, service, availability, and price.
- 6. The GSD PB will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
- 7. The GSD CKR will be responsible for documentation that the actual product specified is received.
 - a. CKM will provide training to the CK warehouse staff yearly on receiving correct specifications and "Buy American" provisions as well as the process for handling any issues.
 - b. CKM will provide documentation that the CK warehouse staff attended training.
- 8. Any time an accepted item is not available, the GSD CKM will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
- 9. Bids will be awarded on the following criteria:

- Price
- Quality
- Service

D. Non-Competitive Proposal (Single Source)

If items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, Non-Competitive Proposal procedures will be used.

1. If the cost exceeds the LEA’s small purchase threshold the non-competitive proposal (sole source) must be publicly posted.
2. Written Specifications will be prepared and provided to the vendor.
3. The GSD PB will be responsible for the documentation of records to fully explain the decision to use the non-competitive proposal. The records will be available for audit and review.
4. The GSD CKR will be responsible for documentation that the actual product or service specified was received.
5. The GSD PB will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive proposals are met.
6. A record of non-competitive negotiation purchase shall be maintained by GSD PB. The record of non-competitive purchases shall include, at a minimum, the following:
 - item name
 - dollar amount
 - vendor, and
 - reason for non-competitive procurement
7. All procurements that result from non-competitive negotiations will be approved in advance by the following individuals by purchase amount threshold:

<u>Approval From:</u>	<u>Purchase Amount Threshold:</u>
GSD PB	Less than \$25,000
GSD Purchasing Director	Between \$25,000 and \$50,000
GSD Board of Education	Greater than \$50,000

E. Miscellaneous Provisions:

1. Specifications will be updated as needed.
2. If product is not as specified, the following procedure will take place:
 - a. Issues will be documented by the CK Warehouse Manager and provided to the GSD CKM.

- b. GSD CKM will send notice and documentation to the GSD PB. The GSD PB will contact vendor to remedy the problem.

F. Emergency or "Pressing Need" Purchases

1. The following emergency procedures shall be followed. At a minimum, the following emergency procurement procedures shall be documented:
 - item name
 - dollar amount
 - vendor, and
 - reason for emergency
2. The SFA shall retain all books, records, and other documents relative to the award of the contract for six (6) years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:
 - a. Written rationale for the method of procurement;
 - b. A copy of the original solicitation;
 - c. The selection of contract type;
 - d. The bidding and negotiation history and working papers;
 - e. The basis for contractor selection;
 - f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
 - g. The basis for award cost or price;
 - h. The terms and conditions of the contract;
 - i. Any changes to the contract and negotiation history;
 - j. Billing and payment records;
 - k. A history of any contractor claims; and
 - l. A history of any contractor breaches

G. Employee Standards of Conduct

In accordance with 63G-6a-2400, the following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program Funds. These written standards of conduct are:

1. No employee, officer or agent shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- a. The employee, officer, or agent;
 - b. Any member of the immediate family;
 - c. His or her partner;
 - d. An organization which employs or is about to employ one of the above.
2. The Granite School District employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
 3. Penalties for violation of the standards of code of conduct of the Granite School District Child Nutrition program should be:
 - a. Reprimand by Board of Education;
 - b. Dismissal by Board of Education;
 - c. Any legal action necessary.