

NCCS Finance Policy 4900-Small Purchase Procedures for NSLP

All procurement must adhere to free and open competition. Documentation of all quotes/bids will be kept for 3 years.

Procurement procedures does not eliminate or restrict competition. Goods, products, and/or services will not restrict competition and will be obtained that best meets the needs of the CNP.

The Business & Finance Manager will evaluate the procurement needs and forecast the amounts to be purchased so the correct method of procurement will be followed.

The Business & Finance Manager will perform a cost analysis in connection with every procurement need and forecast the amounts to be purchased. All procurement in excess of the Simplified Acquisition Threshold, Including Modifications.

The Business & Finance Manager will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.

The Business & Finance Manager will be responsible for maintaining all procurement documentation.

The CNS program will take all necessary affirmative steps to assure minority businesses, women's businesses, and labor surplus area firms are used when possible.

The CNS sponsor is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. The CNS sponsor program alone must be responsible in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standard do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Procurement Thresholds

The Simplified Acquisition Threshold for Insert SFA/Sponsor Name is:

(\$250,000 or Micro-Purchase Procedures are purchases not exceeding \$10,000.

Small-Purchase Procedures are for purchases greater than \$10,000 but not exceeding the simplified acquisition threshold listed above.

Formal Purchase Procedures (Sealed Bids or Competitive Proposals) are for purchases in excess of the simplified threshold listed above.

Methods of Procurement

The following methods of procurement are to be used based on the aggregate dollar amount of supplies or services being purchased as outlined in 2 CFR 200.318-.326.

Procurement by sealed bids is also referred to as an invitation for Bid and procurement by competitive proposals is also referred to as a Request for Proposal. IFB and RFP will be utilized from this point forward.

The Business and Finance Manager is the Sponsor's authorized formal procedure purchaser.

The Business and Finance Manager will be responsible for the required advertisement for all purchases over the most restrictive simplified acquisition threshold to publicize the intent of the CNP sponsor to purchase needed items. The announcement (advertisement or legal notice) of the iFB and RFP will contain a general description of items to be purchased, the deadline for submission of sealed IFB's and RFP's, and the address where complete specifications and other procurement documents may be obtained. The announcement will be placed in a location that will ensure free and open competition (SFA website, and on location at a posted school location). The advertisement should run for an adequate length of time.

The Business and Finance Manager will be responsible for the development of written specifications or descriptions of procurements. The developer will be prohibited from submitting bids or proposals for such products or services. Each vendor/contractor will be given an opportunity to bid on the same specifications.

If any potential contractor is in doubt as to the true meaning of the specifications of purchase conditions, interpretation will be provided in writing to all potential bidders by the Business and Finance Manager.

The IFB or RFP will clearly define the purchase conditions and required procurement and program clauses. The following conditions and clauses shall be addressed in the solicitation/contract documents:

1. Contract time period
2. Statement of the Sponsor responsibility for all contracts awarded
3. Date, time, and location of bid/proposal opening
4. Method of informing vendor/contractor of bid acceptance or rejection
5. Delivery schedule
6. Requirements (terms and conditions) set forth which bidder must fulfill in order for bid to be evaluated
7. Benefits to which the Child Nutrition Program Sponsor will be entitled if the contractor cannot or will not perform as required
8. Statement assuring positive efforts will be made to involve minority, women, and small business
9. Statement regarding the return of purchase incentives, discounts, rebates, and credits to the Sponsor's non-profit Child Nutrition account

10. Statement that Contract and/or purchase orders may be issued for firm fixed prices after formal bidding process

11. Price adjustment clause based on appropriate standard or cost index

12. Method of evaluation and type of contract to be awarded

13. Method of award announcement and effective date (if intent to award is required by State or local procurement requirements)

14. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received

15. Provision requiring access by duly authorized representatives of the School Food Authority, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts

16. Method of shipment or delivery upon contract award

17. Description of process for enabling vendors to receive or pick up orders upon contract award

18. Statement that the contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the contractor

19. Signed statement of non-collusion

20. Program Regulations 5 “This institution is an equal opportunity provider” “The contractor shall be in conformance with the applicable portions of the SFA's agreement under the program. The contractor will conduct program operations in accordance with 7CFR Parts 210, 215, 220, 225, and 250. The contractor shall provide products that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). The contractor’s products shall meet grade level caloric, sodium, saturated fat, and trans-fat requirements.”

21. Affordable Care Act “The contractor understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act “ACA”). The contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the SFA as required by State or Federal law.”

22. Buy American Provision “The contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States, in accordance with 7CFR§210.21(d) and 7CFR§220.16(d). “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. This provision applies to all food purchases paid from the nonprofit school food services account. There are limited exceptions to this provision which allow for the purchase of products not meeting the “domestic” standard as described above (“non-domestic”) in circumstances when use of domestic products is truly not practicable. However, before utilizing an exception, alternatives to purchasing nondomestic food products should be considered. Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. Exceptions include: (1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of

a satisfactory quality, or (2) competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 10 days in advance of delivery. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price of the domestic food alternative substitute and the availability of the domestic alternative substitute in relation to quantity ordered, and (2) the reason for exception, whether limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.” (Only applies to food purchases/contracts)

23. Certificate of Independent Price Determination “The contractor admits that all prices in this Offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor certification regarding non-collusion.”

24. Civil Rights Compliance “In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and 6 “This institution is an equal opportunity provider” employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (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.”

25. Energy Policy and Conservation Act “The contractor shall meet the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94–163, 89 Stat. 871.)”

26. Equal Employment Opportunity “The contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60). “

27. Record Keeping “The books and records of the contractor pertaining to operations under this Agreement shall be available to the SFA at any reasonable time. These records are subject to inspection or audit by representatives of the SFA, State Agency, the US Department of Agriculture, and the US General Accounting Office at any reasonable time and place. The SFA shall maintain such records, for a period of not less than five (5) years after the final day of the

contract, or longer if required for audit resolution (A.R.S §35-214). 7CFR§210.23 and 2 CFR Part 200.318(i).”

2+8. Invoicing “The contractor fully discloses all discounts, rebates, allowances and incentives received by the contractor from its suppliers. If the contractor receives a discount, rebate, allowance, or incentive from any supplier, the contractor must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify 7 “This institution is an equal opportunity provider” the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. 7CFR§210.21(f)(1)(iv). No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost-reimbursable contract that fails to include the requirements of 7CFR§210.21, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor’s actual, net allowable costs. 7CFR§210.21 (f)(2)”

29. E-Verify Requirement “The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)”

30. For contracts over \$2,500: Contract Work Hours and Safety Standard Act “The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).”

31. For contracts over \$10,000: Termination Clause “The contract may be terminated for cause and for convenience by the SFA. Appendix II to 2 CFR Part 200.” (Only applies to contracts over \$10,000)

32. For contracts over \$25,000: Debarment, Suspension, Ineligibility and Voluntary Exclusion “The contractor shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The contractor shall comply with regulations implementing Office of Management and Budget Guidance in NonProcurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities.” (Only applies to contracts over \$25,000)

33. For contracts over \$100,000: Certification Regarding Lobbying “Pursuant to 31 USC 1352, the contractor must submit a certification regarding lobbying which conforms in substance with the language provided in CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions.” (Only applies to contracts over

\$100,000) Disclosure of Lobbying Activities “Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the contractor must disclose lobbying activities in connection with school nutrition programs. If there are 8 “This institution is an equal opportunity provider” material changes after the initial filing, updated reports must be submitted on a quarterly basis.” 7CFR§3018.100 (Only applies to contracts over \$100,000) Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulation “The contractor will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities. The SFA will report all violations to ADE and to the USEPA Assistant Administrator for Enforcement.” (Only applies to contracts over \$100,000)

34. For building projects: Copeland “Anti-Kickback” Act All contracts and sub grants in excess of \$2000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act. Davis-Bacon Act. The contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

35. Optional: Applying a Geographical Preference. 7 CFR Part 210.21(g) (Only use if applicable)
A. The SFA seeks to increase its purchase of seasonal, minimally processed fresh fruits and raw vegetables as part of the Farm to School Program. Reasons for purchasing local products include the potential cost savings, nutrition education for students, and quality of product. B. The SFA is interested in the following locally grown products: C. The contractor will make every effort to provide the SFA with locally grown products according to the definitions below. 1. Locally Grown: [i.e. Grown within 200 miles or Arizona Grown] 2. Minimally processed: Includes refrigerating, adjusting size (peeling, slicing, dicing, cutting, chopping), washing, packaging and adding ascorbic acid or other preservatives to prevent oxidation or produce (as described in USDA’s Final Rule of Geographic Preference). D. All products designated under the geographic preference clause shall be labeled with its designating origin (grower name and address/state or area of production) on each case/invoice delivered. E. Locally grown products should be generally free from insect damage and decay (flexible on grading for produce only per USDA guidance). Produce items are to be rinsed, cleaned and packed in appropriate commercial product packaging.

Adopted: February 14, 2024