

PROCUREMENT AND PURCHASING POLICY

The standards and guidelines set forth in this template outline criteria necessary for compliance of procurement standards established according to Federal Regulation 7 CFR 226.22 (Child and Adult Food Care Program), 7 CFR 225.17 (Summer Food Service Program) and those policies outlined in the Georgia DECAL Procurement Guidance Manual.

CACFP/SFSP Sponsor/Institution

Institution/Sponsor Address

Agreement No.

Organization Type

(Private For Profit, Private Non-Profit, Public Non-Profit Government, School)

I. Purpose

The purpose of this policy is to establish the procedures necessary to ensure all procurement measures undertaken by **Enter Contracting Institution/Sponsor Name** are completed in a full, fair and open market. The goal of this policy is to ensure goods and services are purchased in accordance to federal procurement regulations as participants of the Child and Adult Food Care Program and/or Summer Food Service Program. **Enter Contracting Institution/Sponsor Name** attests that the policies and procedures eliminate and avoid acquisition of unnecessary and duplicative items.

II. Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract with federal funds if a conflict of interest, real or apparent is present. Conflict of interest, real and/or apparent is present if the transaction is not at arms-length or one or more of the parties below has any financial gain, favor or personal tangible interest as a result of the award:

- Officer, Agent or Employee
- Any member of the immediate family
- Spouse, Partner, Significant Other, etc.
- The organization employs or is entering into a compensation agreement with awarded vendor.

III. Code of Conduct

Enter Contracting Institution/Sponsor Name's employees, agents and officers are prohibited from accepting gifts and/or gratuities of any kind in exchange for a contractual award. However, **Enter Contracting Institution/Sponsor Name** may set reasonable standards for the acceptance of gifts and gratuities which are not substantial in nature or an unsolicited item of nominal value.

Enter Contracting Institution/Sponsor Name agrees no employee, officer, or agent may participate in the selection, award, or administration of a contract with federal funds.

Violation of this code of conduct may result in the following:

- Reprimand by **Enter Contracting Institution/Sponsor Name**
- Dismissal by **Enter Contracting Institution/Sponsor Name**
- Additional conditions imposed by DECAL per 2 CFR 200.207
- Any necessary legal action

IV. Procurement Method

The methods for procuring goods and services as outlined in this policy must be approved by **Insert Program/Principal Contact Name** and/or **Insert Authorized Representative Name** responsible for purchasing activity. **Enter Contracting Institution/Sponsor Name** shall choose the procurement method most aligned with how goods and/or services are purchased according to the expected fiscal year budget for one or more of the categories below:

Please check applicable categories

- ☐ Unitized/Vended Meals
- ☐ Food Items
- ☐ Non-Food Items

The explicit methods listed below for procuring goods and services are in accordance to the policy and procedures established under the authority of DECAL along with federal regulations outlined in 7 CFR 225 (SFSP) and 7 CFR 226 (CACFP).

Please select applicable procurement method utilized by organization

- ☐ School Food Authority: Purchase of meals using School Food Authority (SFA).
 - Sponsors and Institutions must enter into a written agreement with the SFA.
 - Competitive bid process is not required when utilizing SFA for the purchase of meals.
 - Written agreement must contain all the pertinent parts of the meal arrangement. Sponsors and Institutions may use the DECAL Agreement to Furnish Meals document.
- ☐ Formal Procurement: Purchase of goods and services which exceed the Simplified Acquisition Threshold of \$250,000
- ☐ Informal Procurement: Purchase of goods and services which do not exceed the Simplified Acquisition Threshold of \$250,000
 - ☐ Small Purchase Option: Transactions, purchases and aggregate category costs under \$250,000, but more than \$10,000.
Aggregate Cost Categories Include:
 - Milk and Dairy
 - Protein/Frozen Meats
 - Fresh Fruits and Vegetables
 - Frozen Foods
 - Bread, Pasta and Bakery Products
 - Grains and Dry Goods
 - Canned Fruits and Vegetables
 - Condiments and Spices
 - Kitchen Supplies/Disposables
- ☐ Micro Purchase Option: Each Transaction and/or Aggregate Purchase \$10,000 or less.

****Informal Option: Small Purchases greater than \$10,000 must adhere to these regulations:**

- Specifications for products must be provided to vendors.
- A minimum of 2 (preferably 3) quotes will be solicited from qualified sources to ensure competitiveness.
- Adequate documentation showing selection of qualified sources (**Small Purchases must utilize the Small Purchase Documentation Form**)
 - Lowest qualified vendor chosen
 - If lowest vendor is not chosen, justification must be provided on Small Documentation Form
- Name, title and signature of all authorized personnel responsible for approval and acceptance of vendor price quotes.

V. Bid/Proposal Evaluation

Bidders must acquire a bid/proposal package from **Enter Contracting Institution/Sponsor Name** **Enter Location Address** Bid/Proposal packages must be submitted by the date and time specified in the Request for Proposal (RFP) or Invitation for Bid (IFB). Any response submitted after this date will be deemed unresponsive and will not be considered. Bid/proposal responses missing required information will also be deemed unresponsive.

Public and open evaluation of all responsive bids/proposals will be held at **Enter Location Address** on the date specified on the advertisement and solicitation documents. Evaluations resulting in contract awards will be based on lowest total price as well as the ability to execute negotiated technical requirements specified **(RFPs ONLY)**.

Scoring of bid/proposal responses will be evaluated using one of the methods below:

☐ **Pass or Fail**

☐ **Market Basket Analysis:** Contracts will be awarded based on the lowest price when using a representative sample of goods in solicitation. Representative sample must be at least 75% of estimated contract value to be awarded. This method will not be used when soliciting equipment and service contracts. The intent to use this evaluation method will be included within all solicitation and contract award documents.

(Please enter more specific evaluation/scoring criteria or if applicable, attach a copy of the evaluation tool to be used).

VI. Compliance/Non-Compliance

Contractor agrees to all Federal, State and Local laws in conjunction with terms outlined by **Enter Contracting Institution/Sponsor Name** in accordance to contract award.

Enter Contracting Institution/Sponsor Name reserves the right to terminate the contract when the Contractor is deemed incapable of fulfilling the requirements outlined in the contract. **Enter Contracting Institution/Sponsor Name** must give adequate notice to the Contractor of their decision to terminate the contract in **(Insert No. of Days: _____)** days. Notification must also be given in writing to the Contractor and Surety Company of the termination date along with circumstances of termination beyond the control of the **Enter Contracting Institution/Sponsor Name** in writing.

The contract may be terminated for convenience and the terminating party is not be required to provide any reason for terminating the contract other than for its own convenience. The terminating party must provide the other contract party with **(Insert No. of Days: _____)** days written notice in order to terminate the contract for convenience.

VII. Subcontractors

The Contractor shall not subcontract for the total meal or for the assembly of the meal; and shall not assign, without the advance written consent of **Enter Contracting Institution/Sponsor Name**. In the event of any assignment, the Contractor shall remain liable to **Enter Contracting Institution/Sponsor Name** as principal for the performance of all obligations under this contract **(FSMC Only)**.

VIII. Advertising and Public Relations

In order to ensure full and open competition, Requests for Proposals (RFP) and Invitations for Bid (IFB) will be publicized. Publications will be released to newspapers, media outlets and all other applicable internet sources. Electronic solicitations may be advertised via social media outlets and/or e-procurement sites. **Enter Contracting Institution/Sponsor Name** shall notify the Procurement and Purchasing Compliance Officer with Bright from the Start of the advertisement no later than (14) days prior to posting. Unless otherwise required by law, **Enter Contracting Institution/Sponsor Name** will not disclose contents of RFP or IFB prior to date of public release.

IX. Non-discrimination

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling

(866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This Institution is an equal opportunity provider.

X. Bond Requirements

Bid bond guarantees will be required when contracting with a Food Service Management Company (FSMC) in the Summer Food Service Program (SFSP). **Enter Contracting Institution/Sponsor Name** shall not require a bid bond unless a performance bond is also required. Food Service Management Companies must submit a bid bond in an amount not less than 5 percent and no more than 10 percent of the value of the contract for which the bid is made, as determined by **Enter Sponsor Name** and specified in the Invitation for Bid.

A "performance bond" will be executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. Whenever a FSMC formally contracts for food services with the sponsor, the FSMC shall obtain a performance bond and furnish a copy of it to the sponsor within 10 days of awarding the contract. The performance bond shall be in an amount ranging from a minimum of 10 percent to a maximum of 25 percent of the total value of the contracts.

XI. Record Keeping

Enter Contracting Institution/Sponsor Name agrees to ensure all goods and services are properly procured and maintain all records relating to the purchase of goods and services and the procurement process.

The contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims, and shall submit required reports to sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor.

The books and records of the contractor pertaining to any procurement measures shall be available for a period of three years from the date of submission of **Enter Contracting Institution/Sponsor Name** final claim for reimbursement, or until the final resolution of any audits, for inspection and audit by representatives of the State agency, representative of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.

XII. Local Procurement

Defining Local

Local (original source of the product) is defined by the CACFP/SFSP Operator (purchaser) and can vary, such as within the county, region, the entire State, or adjacent States. The definition may change based on program goals, product type, seasonality, or other factors, without interfering with procurement standards. Local Procurement does not interfere with "full and open" competitions and follows the procurement standards.

Geographic Preference & Geographic Preference Expansion 7 CFR 225.17(e)(1), and 7 CFR 226.22(c)(1)

Enter Contracting Institution/Sponsor Name will not give geographic preference to any potential bidder due to locale. However geographic preference may be instituted when procuring locally grown and produced agricultural products (local area desiring to procure products must be specified).

Geographic Preference Expansion allows prioritizing and purchasing *unprocessed locally grown or locally raised agricultural products when making procurement decisions. Local may be used in the specification description of the food product and a defined scoring advantage may be used under the expanded geographic preference option.

Geographic Preference Expansion allows prioritizing unprocessed locally grown or raised agricultural products in procurement. Local can be specified in product descriptions, and a scoring advantage can be applied under the expanded preference option.

*Unprocessed locally grown, raised, or caught agricultural products, meaning only agricultural products that retain their inherent character, are eligible for applying the optional geographic preference. Food handling and preservation techniques that do not change the inherent character of an agricultural product include cooling; refrigerating; freezing; size adjustment (peeling, slicing, dicing, cutting, chopping, shucking, grinding); drying/dehydration; washing; applying high water pressure or “cold pasteurization”; packaging (e.g., placing eggs in cartons); vacuum packing and bagging (e.g., placing vegetables in bags); butchering livestock and poultry; cleaning fish; and pasteurizing milk.

XIII. Small Business/Minority, Women Owned Business

Affirmative steps shall be taken to ensure Small, Minority and Women Owned Businesses/Enterprises are utilized when possible.

Affirmative actions include but are not limited to:

- Including qualified small, minority and women owned businesses on solicitation lists.
- When economically feasible, dividing total costs into smaller amounts to allow participation among small, minority and women owned businesses.
- Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.
- Utilizing the assistance of the Small Business Administration and Minority Business Enterprise of Department of Commerce to publicize and solicit bid/proposal opportunities.
- Requiring a contractor under a Federal award to apply this section to subcontracts.

XIV. Procurement Policy Agreement

Principal/Program Contact as well as all Authorized Representative(s) of **Enter Contracting Institution/Sponsor Name** agree to implement and enforce the terms specified in this Procurement Procedure as noted by the signatures below.

_____ Principal/Program Contact Name	_____ Signature	_____ Date
_____ Authorized Purchasing Representative	_____ Signature	_____ Date