BIBB COUNTY SCHOOL DISTRICT

Dr. Dan A. Sims, Superintendent

ACTION MEMORANDUM

TO: Board of Public Education for Bibb County ("Board")
Dr. Dan A. Sims, Superintendent

FROM: Dr. Elaine M. Wilson, Executive Director of Procurement
Donnika Turner, Interim Executive Director of School Nutrition

SUBJECT: FY 2027 School Nutrition Procurement Plan and Procedures

Summary
The Procurement Department is recommending that the Bibb County Board of Education approves the FY 2027 School Nutrition Procurement Plan and Procedures.

Background
In conjunction with USDA regulations, the USDA has mandated that all school nutrition departments implement a procurement plan based on local policies and procedures.

In June 2024, the Bibb County Board of Education approved and adopted the School Nutrition Procurement Plan. This plan does not replace any current Bibb County School District procurement manuals. The Executive Director of Procurement and the Executive Director of School Nutrition will collaborate to ensure all policies and procedures are followed and executed.

The USDA requires that all School Nutrition Procurement Plan and Procedures be reviewed annually and revised and updated as needed.

Recommendation
It is recommended that the Bibb County Board of Education approves the FY 2027 School Nutrition Procurement Plan and Procedures.

Superintendent's Approval

Superintendent's Signature	Approved / Not Approved
Dr. Dan A. Sims	Approved

Procurement Manual

This procurement manual is a technical communication document that is intended to give assistance to the School Food Authority (SFA) when using the prototype procurement plan and is not intended to be all inclusive.

Approved by USDA September 11, 2020
GaDOE Updated May 21, 2024
BCSD Nutrition Updated April 28, 2026

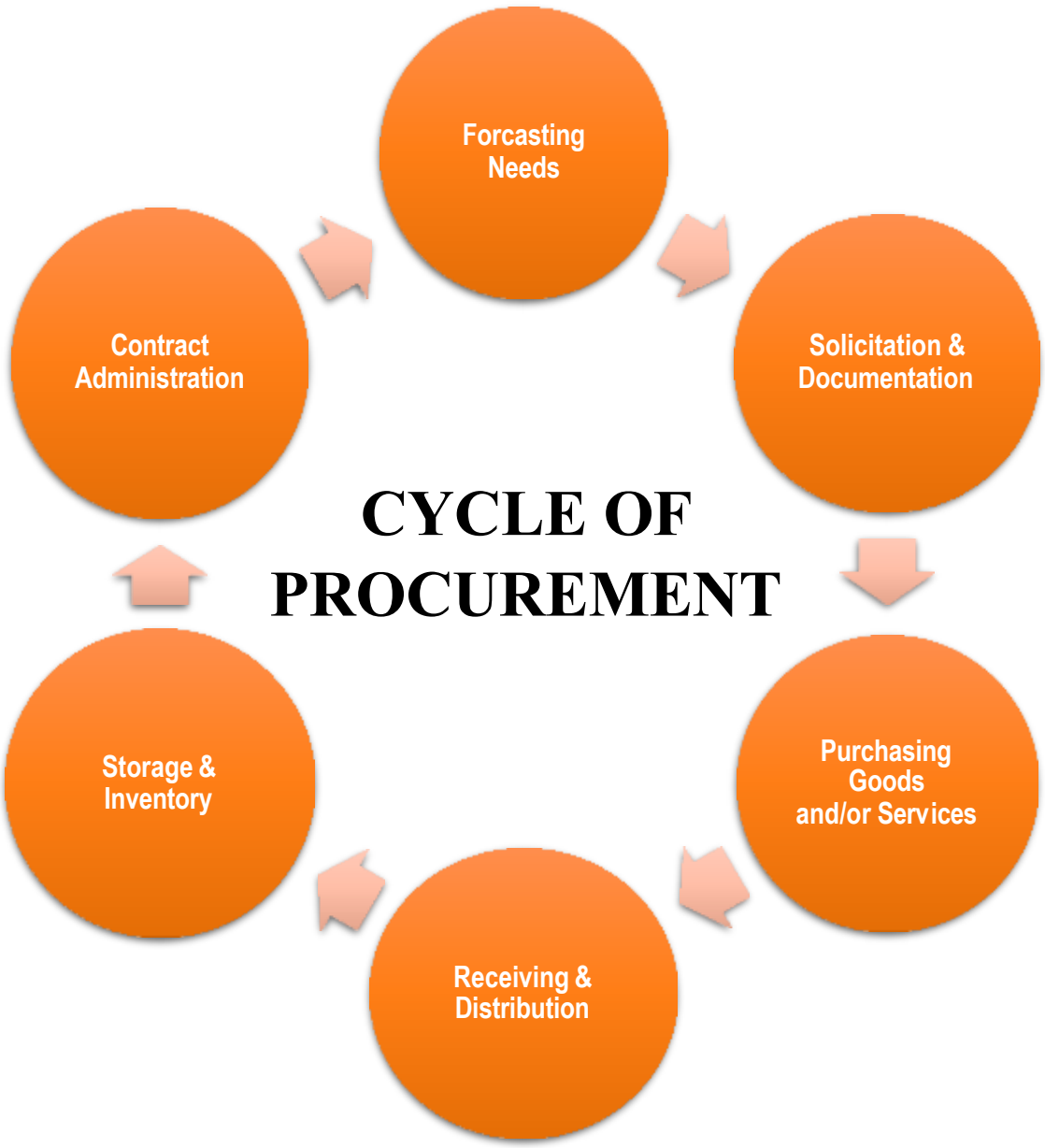

Forcasting Needs
Solicitation & Documentation
Purchasing Goods and/or Services
Receiving & Distribution
Storage & Inventory
Contract Administration
CYCLE OF PROCUREMENT

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SECTION 1.0: OVERVIEW

Bibb County School Nutrition Procurement Plan

OVERVIEW

The Bibb County School Nutrition Program will follow the procurement procedures reflecting applicable Federal, State, and local laws, regulations, and policy found on the following pages. (7 CFR 210.21(a), 2 CFR 200.318-326 and Appendix II to Part 200). The SFA will ensure maximum full and open competition and maintain all documentation and records sufficient to detail the procurement process. 2 CFR 200.318(a) and 2 CFR 200.318(i).

This procurement plan applies to the National School Lunch Program (NSLP, 7 CFR 210.21), School Breakfast Program (SBP, 7 CFR 220.16), Special Milk Program (SMP, 7 CFR 215.14(a)), and Food Distribution Program (7 CFR 250.4(d)) with all program specific procurement requirements as appropriate.

Bibb County School District SFA Certification of Annual Review

The procurement plan and procedures contained within this document will be implemented on July 1, 2026, and will remain in effect from this date forward until amended

This plan will be reviewed annually and revised and updated as needed.

Superintendent:_____ Date: _____
Signature

Business Official: _____ Date: _____
Signature

School Nutrition Director: _____ Date: _____
Signature

1.1 CODE OF CONDUCT

A Code of Conduct is required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements 2 CFR 200.318(c)(1), State Procurement Code and Regulations, and each School District's Department of Purchasing.

In compliance with the stated regulations and in order to prohibit any potential conflict of interest, the maintenance of ethical conduct will be expected of all persons who are engaged in the selection, award, and administration of contracts supported by School Nutrition Funds.

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

Conflicts of interest arise when any of the following has a financial interest or other interest in or a tangible personal benefit from a firm selected for the award: the employee, officer, or agent, any member of their immediate family, or his or her partner or organization, which employs or is about to employ any of the above.

The officers, employees, and agents of the Board of Education may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The local standards (if applicable) for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value which will be disclosed in the signed copy of the code of conduct specifying an actual amount.

Failure of any employee to abide by the above-stated Code will result in appropriate disciplinary action, including fines, reprimand, suspension, or dismissal. Disciplinary actions, as outlined in district policy, will be applied for violations of such standards by officers, employees, or agents of the organization (2 CFR 200.318(c)(1)) and this disciplinary action will be noted in the SN procurement plan.

Interpretation of the Code will be given at any time by contacting the SFA or designee. The County/City Board of Education will not be responsible for any other explanation or interpretation, which anyone presumes to make on behalf of the School Food Authority.

A Code of Conduct with each SNP employee's signature of agreement must be kept on file with the SNP Director and/or assigned Managers. This must be described in the SFA's procurement plan. *(See Attachment A).*

SECTION 2.0: PROCUREMENT PRACTICES

SECTION 2.1 PRE-PROCUREMENT FORECASTING:

The SFA must forecast projections of the amounts of goods or services to be purchased. Applicable resources may include velocity reports, inventory usage, or other historical data. The procurement process begins with the identification of a purchasing need. Once projected quantities are determined the SFA will select the correct procurement method for the item(s).

The SFA must determine their forecasting method/procedures. The SFA's procurement plan must include forecasting methods or procedures describing how this procedure or process is used.

Forecasting will be based on the following in Bibb County:

1. *Usage reports obtained from the vendor.*
2. *Projected usage/servings of new items needed to be based on the number of days they will be placed on the upcoming menus for the entire school year.*
3. *Previous years' expenditures.*

2.1 A Thresholds:

The SFA will purchase goods, products, and/or services in compliance with the Federal Regulations (7 CFR 210.21 and 2 CFR 200 subpart D and Appendix II to part 200), State law and rules, and local Board of Education policies when procuring items. The SFA's threshold amounts will be inserted using the more restrictive amount in the procurement plan. At a minimum:

- Items valued at $10,000 or less may be procured following the micro-purchase method.
- Items valued at over $10,000 but less than $250,000, will be purchased using an informal small purchase method. Items valued at less than $10,000 may be procured using small purchase methods if collecting quotes is beneficial.
- All solicitations valued in excess of $250,000 or more must be advertised for bids or proposals under the formal purchase methods.

BCSD Procurement Policies are more restrictive.

- *Purchases from $10,001 - $49,999 require at least (3) written quotes. Documentation must be maintained in the files.*
- *Purchases Exceeding $50,000.00 require a formal solicitation (IFB, RFP, RFQ) conducted by Procurement Services. Under Board Policy DJEA, Purchasing Authority, a formal solicitation is required for all purchases and contracts that exceed $30,000. This may require Board approval.*
- *Contracts with a total value of $150,000 or greater require Board Approval.*

2.1 B Competition:

All procurement transactions must be conducted in a manner providing full and open competition consistent with the Federal regulations 2 CFR 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

The SFA must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the SFA must not preclude potential bidders from qualifying during the solicitation period.

SECTION 2.2 PROCUREMENT METHODS

School Food Authority (SFA) is ultimately responsible for ensuring maximum full and open competition and will ensure that all procurements comply with all Federal Regulations and policies, State requirements, and local procurement policies and that the most restrictive of these is used in compliance with (7 CFR 210.21 and 2 CFR 200 subpart D and Appendix II to part 200)

BCSD - Six (6) stages in the procurement process are required to complete a formal solicitation. The time to complete each stage may vary by solicitation. The following is a list of the estimated number of days required to complete each stage:

Stage	*Estimated Number of Days to Complete*
1 – Discovery	*7 – 14*
2 – Development	*14 – 21*
3 – Release	*30*
4 – Evaluation	*7 – 21*
5 – Recommendations for Award	*10 – 60*
6 – Contract Administration	*30 – 60*

Typically, IFBs are released for a minimum of fourteen (14) days while RFPs and RFQs are released for a minimum of twenty-one (21) calendar days. These dates may vary depending on the project's complexity, deadlines, or funding requirements. For example, some state/federal funds may require a longer release period; e-rate funds require that solicitations be posted for a minimum of 30 days. Requesting departments are encouraged to plan accordingly for a formal solicitation to allow sufficient time to complete the process.

School Nutrition will operate procurements in compliance with all Bibb County School District policies.

2.2 A – Micro Purchase Method: Less than or equal to $10,000 (or more restrictive, if applicable):*(The SFA will keep a log of all quotes received along with the description of goods and services procured.)*

All item(s) with a forecasted value of less than or equal to $10,000 may be procured by Micro Purchase procurement methods (2 CFR 200.1 & 2 CFR 200.320 (a)(1)). Procedures that must be addressed in the SFA's procurement plan include: Product Specifications: Develop a specification for the product(s) or service(s) to be procured. This can be done by creating a shopping list like one would use when shopping for personal needs.

BCSD – Purchases from $1.00 - $10,000.00 require the requestor to obtain at least 1 Quote

1. **Micro Purchase Award:** Purchases within the micro-purchase threshold are awarded without soliciting competitive price quotations if the price is reasonable.
    i. Ways to verify the reasonableness of a price is to compare previous purchases, have personal knowledge of the item being purchased, or compare to similar items being purchased. All research conducted should be documented.

ii. However, if the SFA contacts multiple potential suppliers and requests pricing for the item(s) to be purchased, the SFA is now conducting a procurement using the SMALL PURCHASE METHOD.

iii. A new product may be purchased on a one-time basis if the purpose is to evaluate the product and the purpose is documented. Cost of the product must not exceed $10,000.

2. **Equitable Distribution:** Ensure equitable distribution among qualified suppliers when same or similar items are procured as cited in 2 CFR 200.320(a)(1)(i). The distribution of forecasted purchases among qualified suppliers is done by choosing one qualified supplier for the purchase and another qualified supplier the next time a micro purchase is made. Each of the purchase transactions cannot exceed $10,000. A micro purchase log should be completed to document compliance. See Attachment B for an example.
3. **Maintenance of Records:** Purchase records ***must*** be maintained for 5 years plus the current year. Micro purchase documentation may include cash register receipts, purchase orders, invoices, canceled checks, or other documentation showing the quantity purchased and the amount paid. A micro purchase log should be completed to document compliance. *See Attachment B for an example.*

BCSD – Documentation must be maintained in the files and submitted to Procurement Services upon request. If the District has a contract for the goods or services required, the contract may be used without obtaining quotes.

2.2 B – Small Purchase Method: Up to $250,000 (or more restrictive, if applicable):

Small purchases utilize informal procurement methods for securing goods and services that do not cost more than $250,000 or the more restrictive local threshold. More than one quote will be obtained from qualified suppliers and documentation maintained.
(2 CFR 200.1 & 2 CFR 200.320 (a)(2)).

BCSD Procurement Policies are more restrictive.

Purchases from $10,001 - $49,500 require at least (3) written quotes. Documentation must be maintained in the files.

Purchases Exceeding $50,000.00 require formal solicitation (IFB, RFP, RFQ) conducted by Procurement Services. Under Board Policy DJEA, Purchasing Authority, a formal solicitation is required for all purchases and contracts that exceed $50,000. This may require Board approval.

Contracts with a total value of $150,000 or greater require Board Approval. There are four (4) types of formal solicitations used by BCSD:

a. ***Invitation for Bid (IFB)*** *– used to obtain pricing on specific goods or services.*

b. ***Request for Proposal (RFP)*** *– used to obtain goods or services based on a scope of work provided by the BCSD owners' representative. An evaluation committee will*

review and evaluate the proposals based on pre-determined evaluation criteria to determine which vendor offers the "best value" to the District. Price is usually not the primary evaluation factor. The evaluation criteria are included in the RFP. The RFP process allows the negotiation of all terms, including price, prior to contract award. This type of solicitation is most commonly used to purchase services or a combination of goods services.

c. ***Request for Qualifications (RFQ)-*** *is used to determine the qualifications of potential responders to gauge potential competition in the marketplace. Responses are reviewed and evaluated by an evaluation committee to determine if the vendor is qualified. The evaluation criteria are determined by the SFA.*

d. ***Request for Information (RFI)-*** *is used to obtain information from potential vendors such as best practices, industry standards, technology requirements, etc. prior to issuing a formal solicitation. The information submitted may be used to develop specifications or scope of work for a formal solicitation (IFB or RFP).*

This small purchase threshold of $250,000 is superseded by BCSD Policy

With this procurement method, the following steps must be addressed in the SFA's procurement plan:

1. **Identification of Items:** Identify which items will be procured using the small purchase method (ex: software, hood cleaning, pest control, etc.) Please note, the aggregate amount of purchases for specified items or services must be less than or equal to $250,000.
2. **Product Specification:** Specifications will be prepared to fit the needs of the School Nutrition Program (SNP) per 2 CFR 200.319(d). The SFA will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not contain features which restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, the minimum standards it must meet to satisfy its intended use. Detailed product specifications will be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description must be used. The specific features of the named brand, which must be met by vendors, must be clearly stated. Specifications will identify all requirements which the vendors must fulfill and all other factors to be used in evaluating quotes.
3. **Obtaining Quotes:** Quotes may be obtained in writing; orally; checking vendor list on website or an on-line search engine. Each quote will be based on the same specifications to ensure full and open competition. If contacting vendors to obtain quotes, provide the vendors with the same specifications and maintain documentation of the process. More than 1 source of pricing will be obtained. The State Agency recommends a minimum of 3 sources be secured.
4. **Small Purchase Award:** Contracts/Purchase Orders or other appropriate methods of purchase will be awarded to the vendor with the lowest price meeting specifications.

When the lowest quote is *not* accepted, the reason for unacceptability shall be recorded and documented. See Attachment C for an example of the quote tabulations log.

5. **Maintenance of Records:** Documentation of purchases must be maintained for five years plus the current year. The SFA will designate a person responsible to review and maintain all documentation showing the specifications, selection of vendor, reasons for selection, and the names of all vendors contacted and the price quotes from each vendor. The SFA will designate a person who will be responsible for documenting that the actual product specified is received. A quote tabulation log may be utilized to document compliance. *See Attachment C for a sample tabulation log.*

2.2C – Competitive Purchase Method- Invitation For Bid (IFB): $250,000.00+ (or more restrictive, if applicable):

BCSD Procurement Policies are more restrictive.

All goods/services with a forecasted value exceeding $250,000 may utilize a formal competitive ***bid*** (2 CFR 200.320(b)(1)) through an **Invitation for Bid (IFB)**. This type of competitive solicitation implements a detailed, non-restrictive list of specifications that result in a firm, fixed price contract.

With this procurement method, the following steps must be addressed in the SFA's procurement plan:

1. **Identification of Items:** Identify which items will be procured using the IFB solicitation. Please note, that the aggregate amount of purchases for specified items or services must be over the specified threshold. If a Food Service Management Company (FSMC) will be procured using this method refer to Section 2.3F
2. **Product Specification:** The SFA will prepare bid specifications consistent with the Procurement Methods Timeline in *Attachment D*. The SFA will conduct a cost/price analysis prior to soliciting. Specifications should include a precise description of the goods or service being procured. It should include the characteristics of the goods or services that is mutually understood by the buyer and seller. Product description must not be overly restrictive. If a specific product is listed the terminology "or equal" must be included.
3. **Solicitation Method of Delivery:** The IFB with standard terms and conditions, special terms and conditions, specifications with quantities needed, required forms, contract, addenda, and any other applicable documentation will be e-mailed or mailed through US Postal Service (USPS) to potential contractors desiring to bid on the product(s).
4. **Advertisement of Solicitation:** The solicitation will be posted on the school system website, local newspaper, and/or other media outlets as appropriate.
5. **Georgia Procurement Registry:** Any bids valued at $100,000 or more must be posted on the Georgia Procurement Registry as required in O.C.G.A. 36-80-27.
6. **Full and Open Competition:** Each vendor ***must*** be given an opportunity to provide bids on the same specifications.
7. **Vendor Response:** A vendor's bid, for consideration in response to the IFB solicitation, is required to be returned in person, by courier, or through the USPS. Emailed bid or facsimile responses will not be accepted.
8. **Terms and Conditions:** The IFB ***must*** define the purchase conditions. *At a minimum*, the following terms and conditions shall be addressed:
    i. Contract will be a fixed price contract
    ii. The SFA reserves the right to accept or reject any or all bids or to accept any part of a bid without accepting the whole or to accept such bid as may be deemed in the best interest of the SFA.
    iii. Contract period including initial term, extension option, and renewal option

iv. Date, time, and place bid must be received.
v. Bid submission requirements (i.e. must be in duplicate or triplicate paper copies; in a sealed envelope and how labeled, submitted return receipt, must be submitted as an electronic document on a 2.0 flash drive, documents required, late arrivals, etc.)
vi. Date, time, and location of when the bid will be opened
vii. Description of how the vendor will be informed of bid acceptance or rejection
viii. Method of shipment or scheduled delivery upon Contract Award.
ix. Escalation/De-escalation clause based upon appropriate standard or cost index provided by a third party such as Milk Market Order, Agricultural Marketing Service (AMS), etc. if applicable
x. Provision requiring access by duly authorized representatives of the County/City Board of Education, State Agency, United States Department of Agriculture or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to the contract.
xi. Provision requiring contractor to maintain all required records for five years after final payment and all pending matters are closed.
xii. Vendor must certify the bid was made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respect fair and without collusion or fraud. Vendor will provide a signed statement certifying non-collusion as required in O.C.G.A. 50-5-67 and 45-10-20 et seq.
xiii. Bid protest procedures to resolve any disputes that may arise will be provided in the contract terms and conditions.
xiv. If any potential vendor/contractor is in doubt as to the true meaning of specifications or purchase conditions, an interpretation will be provided by the SFA or designee.
xv. Required Contract Provisions must be included with the vendor contract for procurement. *See Attachment L*

9. **Contract Award:** The contract will be awarded to the lowest price, and to the responsive and responsible bidder meeting all terms and conditions and specifications of the IFB. The following criteria will be used in awarding contracts as a result of bids. (Examples: quality, delivery, service, etc.)
i. Price
ii. Service
iii. Quality
iv. Delivery: this includes that the vendor can meet the specified delivery schedule
v. Responsiveness: this includes meeting or exceeding the product specifications
vi. Training
vii. Installation

BCSD - The SFA will not commit the Bibb County School District by telling a salesperson or vendor that they have an order or contract. Only a signed Purchase Order or a Notice to Proceed from high-level administration can commit the District.

BCSD Contract Administration Process (Stage 6)

A. Once an award recommendation is made, a contract between BCSD and the recommended vendor(s) will be drafted and sent to the vendor for signature. Exception: awards that will be purchased via purchase order only.
B. The contract is forwarded to BCSD legal for review.
C. Legal counsel approves or recommends changes to the contract.
D. The approved contract is forwarded to the vendor and superintendent's office for signatures.
E. A contract between BCSD and the vendor must be executed before goods or services can be provided.
F. Many contracts include renewal options that can be exercised at the direction of the owner's representative. If a contract contains a renewal option, the owner's representative will be contacted by a Contract Administration within 30 - 90 days of the renewal date to determine whether or not the department wishes to renew the contract.

Please note that options years are exercised for the same specifications or scope of work that was included in the solicitation.

10. **Contract Oversight:** The SFA ***must*** maintain oversight to ensure contractors perform in accordance with terms, conditions, and specifications of awarded contracts or purchase orders. 2 CFR 200.318(b)

BCSD *- It is typically recommended that a post-award conference be held with the awarded vendor(s). Procurement staff will schedule the meeting and prepare an agenda. A representative from the user department should attend the meeting in order to review and discuss BCSD business practices, terms and conditions of the contract, and BCSD's responsibilities and the vendor.*

11. **Contractual Responsibilities:** The SFA is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement. Should the need arise, matters concerning violation of law are to be referred to the local, state, or Federal authority that has proper jurisdiction. 7 CFR 210.21(b)
12. **Review of Transactions:** The SFA's Board of Education agrees that the reviewing official of each transaction (Superintendent or his designee) is responsible for the oversight and elimination of the purchasing of duplicate or unnecessary items. 2 CFR 200.318(d). The reviewing official is identified in the SFA's procurement plan.
13. **Maintenance of Records:** The SFA or designee is required to sign on a bid tabulation of competitive sealed bids signifying a review and approval of the selection(s). The SFA must maintain records to detail the full history of procurement and contract performance and management. These will include but are not limited to

the following: rationale for procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. Documentation must be maintained for five (5) years plus the current year.
BCSD - Documentation includes purchase orders/requisitions, invoices, receipts, verification of receipt of goods and services, travel authorizations and expense statements, contracts, time and effort records, copies of checks, bank statements, etc. Expenditures that are not supported by source documentation cannot be charged to the grant.

14. **Additional Considerations:** School Nutrition bids will be presented to the Board of Education for approval, if applicable.

2.2D – Competitive Purchase Method– Request For Proposal (RFP) $250,000 +

BCSD Procurement Policies are more restrictive.

All goods/services with a forecasted value exceeding $250,000 may utilize a formal competitive ***proposal*** (2 CFR 200.320(b)(2)) or a **Request for Proposal (RFP).** This type of competitive solicitation utilizes negotiations, proposals, and evaluations and will result in a fixed price or a cost-reimbursable contract.

In awarding a competitive proposal (RFP), a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid materials. Price alone is not the sole basis for the award but remains the primary consideration when awarding a contract. Following evaluation and negotiations (if applicable) a firm fixed price or a cost-reimbursable contract will be awarded. If a cost reimbursable contract is awarded, the contractor must comply with all provisions required in 7 CFR 210.21(f).

With this procurement method, the SFA will address the following steps in their procurement plan.

1. **Identification of Items:** Identify which items will be procured using the RFP solicitation. If an FSMC will be procured refer to Section 2.3F

2. **Product specification:** The SFA will prepare bid specifications consistent with the Procurement Methods Timeline in *Attachment D.* The SFA will conduct a cost/price analysis before soliciting. Specifications should include a precise description of the goods or services being procured. It should include the characteristics of the goods or services that is mutually understood by the buyer and seller. Product description must not be overly restrictive. If a specific product is listed the terminology “or equal” must be included.

3. **Solicitation Method of Delivery:** The Request for Proposal with standard terms and conditions, special terms and conditions, required contract provisions, specifications with quantities needed, required forms, contract, addenda, and any other applicable

documentation will be e-mailed or mailed through USPS to potential contractors desiring to bid on the product(s).

4. **Advertisement of Solicitation:** The solicitation will be posted on the school system website, local newspaper, and/or other media outlets as appropriate, identifying all evaluation factors and their relative importance.

5. **Georgia Procurement Registry:** Any bids valued at $100,000 or more must be posted on the Georgia Procurement Registry as required in O.C.G.A. 36-80-27.

6. **Full and Open Competition:** Each vendor will be allowed to provide a proposal on the same specifications. The SFA or designee will be responsible for securing all RFPs to ensure all procurements are conducted in compliance with applicable Federal regulations, state and local rules, and policies.

7. **Vendor Response:** A vendor's bid for consideration in response to the RFP is required to be returned in person, by courier, or through the USPS. Emailed bids or facsimile responses will not be accepted.

8. **Terms and Conditions:** The RFP will clearly define the purchase conditions. *At a minimum*, the following shall be addressed:

i. Contract may be fixed price or cost reimbursable
ii. The SFA reserves the right to accept or reject any or all proposals or to accept any part of a proposal without accepting the whole or to accept such bid as may be deemed in the best interest of the SFA.
iii. Contract period including initial term, extension option, and renewal option
iv. Date, time, and place bid must be received.
v. Bid submission requirements (i.e. must be in duplicate or triplicate paper copies; in a sealed envelope and how labeled, submitted return receipt, must be submitted as an electronic document on a 2.0 flash drive, documents required, late arrivals, etc.)
vi. Date, time, and location the bid will be opened.
vii. Description of how the vendor will be informed of bid acceptance or rejection
viii. Method of shipment or delivery upon contract award
ix. Escalation/De-escalation clause based upon appropriate standard or cost index provided by a third party such as Milk Market Order, Agricultural Marketing Service (AMS), etc. if applicable
x. Provision requiring access by duly authorized representatives of the County/City Board of Education, State Agency, United States Department of Agriculture or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to the contract.
xi. Provision requiring the contractor to maintain all required records for five years after final payment and all pending matters are closed.
xii. Vendor will certify the proposal was made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a

proposal for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. The vendor will provide a signed statement certifying non-collusion as required in O.C.G.A. 50-5-67 and 45-10-20 et seq.

xiii. Proposal protest procedures to resolve any disputes that may arise will be provided in the contract terms and conditions.

xiv. If any potential vendor/contractor is in doubt as to the true meaning of specifications or purchase conditions, an interpretation will be provided by the SFA or designee.

xv. Required Contract Provisions must be included with the vendor contract for procurement. *See Attachment L*

9. **Evaluation of Proposals:** The criteria will be determined and addressed in the SFA's procurement plan that will be used in evaluating responsive and responsible proposals as a result of competitive proposals (Examples: quality, delivery, service, etc.). Price will be the primary determining factor (reflective of all costs) and all other criteria weighted accordingly. Additional criteria may include:

i. Service
ii. Quality
iii. Delivery: X(times) per week; times of delivery; explain other factors
iv. Responsiveness
v. Training
vi. Installation
vii. Geographic preference
viii. Warranty

10. **Contract Award:** The contract(s) will be awarded to the responsible vendor whose proposal is responsive to the Request for Proposal and best meets the needs of the SFA, price, and terms and conditions. Consideration will be given to factors such as integrity, compliance with public policy, record of past performance, and financial and technical resources.

11. **Contract Oversight:** The SFA will maintain oversight to ensure contractors perform in accordance with the terms, conditions, and specifications of awarded contracts or purchase orders. 2 CFR 200.318(b)

12. **Contractual Responsibilities:** The SFA is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement. Should the need arise, matters concerning violation of law are to be referred to the local, state, or Federal authority that has proper jurisdiction. 7 CFR 210.21(b)

13. **Review of Transactions:** The SFA's Board of Education agrees that the reviewing official of each transaction (Superintendent or his designee) is responsible for the oversight and elimination of the purchasing of duplicate or unnecessary items. 2 CFR 200.318(d). The reviewing official must be identified in the SFA's procurement plan.

14. **Maintenance of Records:** The SFA or designee will sign on the evaluation criterion score sheet of competitive proposals signifying the review and approval of the selection(s). The SFA must maintain records to detail the full history of procurement and contract performance and management. These will include but are not limited to the following: rationale for procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price.

15. **Additional Considerations:** School Nutrition bids will be presented to the Board of Education for approval, if applicable.

2.2E – Non-Competitive Procurement Method (2 CFR 200.320(c)):

Whenever possible, items which are available only from a single source will be avoided. Single source procurement will only be used when it has been proven there is no competition. A sole response does not meet this standard. A vendor's statement or literature stating their company is the only source will not be accepted. All claims to single source will be vetted by issuing a competitive solicitation first. All steps taken for the non-competitive procurement will be addressed in the SFA's procurement plan.

Use of non-competitive procurements will be assessed annually and only be utilized when one or more of the following circumstances apply:

a. The item is available only from a single source.
b. The State Agency specifically authorizes a non-competitive procurement in response to a written request from the SFA, who will maintain documentation of the approval.
c. After solicitation of several sources, competition is determined inadequate.
d. There is an emergency where the need does not allow time for competitive procurement. (see section 2.2E.1 for more details on Emergency Procurement)

If it is determined the non-competitive procurement method will be used, the SFA or designee must do its due diligence with the provider to get the best price possible. Before moving forward, the SFA will discuss the situation with the state agency. The SFA or designee will be responsible for the documentation of records to fully explain the decision to use the non-competitive procurement. The records will be maintained and available for audit and review.

The Superintendent or his designee will be responsible for reviewing the procedures to be certain all state and local Board of Education requirements for using non-competitive procurements are met.

BCSD –*Formal competitive bidding may not be appropriate in certain exceptional cases; for example, where the item is a highly specialized piece of equipment or service that is only available from one source, or due to legitimate extenuating or emergency circumstances.*

Authorization for these exceptions omitting formal competitive bidding for items over $30,000 will be made by the Director of Procurement and/or CFO as appropriate. All orders over $150,000 must be approved by the Board

2.2E.1: Emergency Procurement:
If it is necessary to make an emergency purchase in order to continue service, the purchase shall be made and documentation of all such purchases shall be maintained, by the SFA, for review and audit purposes. This emergency procedure is used when there is a short period of time to allow proper procurement. Emergencies include unforeseen events. Lack of planning is not an emergency. Documentation of emergency purchases shall be maintained and include:

a. Item Name
b. Dollar Amount
c. Vendor
d. Reason for Emergency
e. Person authorizing or making purchase

All emergency situations, steps taken, and documentation used will be described in the SFA's procurement plan. *See Attachment E as an example.*

BCSD- ***Exemption from Bidding:***

- ***A. State Contract Items****: Exemption from Bidding for these items is at the discretion of the Purchasing Agent. BCSD may be able to purchase items at better than state contract prices.*
- ***B. BCSD Contract Items****: BCSD may have contracts in place. that have been bid or previously negotiated based on BCSD's total requirements for a particular commodity. Because BCSD may be able to procure items at a price better than the SFA, School Nutrition will use these bids as one (1) source of pricing when soliciting price/rate quotes per 2 CFR 200.320 and USDA Memo SP 05-2017. Examples include items on the technology bid list and School Nutrition Services bid list.*
- ***C. Sole Source Purchases****: Applies to purchases over $50,000. The need for bidding may be waived if the requestor can properly justify this position in writing, and approved by the Procurement Department. The procurement department will authorize the sole source ONLY if it qualifies as a SOLE SOURCE.*
- ***D. Emergency Orders****: An emergency order is defined as a critical situation that is an unanticipated and sudden occurrence and is life-threatening, catastrophic, or involves pressing necessity for immediate repairs, reconstruction, or maintenance in order to permit the safe continuation of a necessary use or function, or to protect the property or the life, health or safety of any person. A written justification follow-up memo is required.*
- ***E. Exempt Per Policy****: All items listed within the DJED Policy as exempt purchases, may be deemed exempt as needed.*

In case of public health emergencies watch for guidance and potential waivers from USDA to adjust operations during this event. Be sure to exhaust available options through competitive procurement.

SECTION 2.3: ADDITIONAL PROCUREMENT OPTIONS

2.3A: Third Party (including Group Purchasing Organizations (GPOs), Statewide Contracts and other third-party agencies):

Third parties include non-Child Nutrition Program entity, or statewide contract. The SFA will use the third party's pricing as ***one*** source when soliciting price/rate quotes per 2 CFR 200.320 and USDA Memo SP 05-2017 unless full compliance with USDA School Nutrition requirements can be determined. The SFA must include local procedures to be followed when participating in cooperative agreements, buying groups, or statewide government contracts within the SFA's Procurement Plan. All documentation of the procurement process must be maintained locally in school nutrition program records.

The SFA will utilize state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. (2 CFR 200.318(e)**)** When applicable, this will be noted in the SFA's procurement plan.

2.3B: School Nutrition Cooperatives:

School Nutrition Cooperatives are agreements with other SFAs to purchase goods and/or services together in order to encourage competitive pricing and increase buying power. When participating in collaborative efforts for procurement between local School Nutrition Programs, each SFA must acquire and maintain all associated procurement documentation and communication. Each SFA is responsible for contract management and monitoring at the local level. When applicable, the SFA must describe the local procedures to be followed when participating in a School Nutrition Program cooperative agreement procurement in the procurement plan. The SFA should include the name(s) of the cooperatives and which products and/or services will be procured through the cooperative efforts.

Refer to 2 CFR 200.318(e) and USDA Memo SP 05-2017 for more information.

2.3 C: Piggybacking:

Individual School Nutrition Programs may choose to piggyback onto a solicitation for goods/services under the same terms, costs, and conditions with other school nutrition programs. The individual SFA must be included as a participant in the original solicitation. If the SFA is not included in the original solicitation they must ensure that the contract includes language for the addition of parties and specifies applicable limits without causing a material change. All documentation must be acquired and maintained, and the contract must be monitored for compliance locally by each SFA listed on the contract. When applicable, the SFA must include, in their procurement plan, local procedures to be followed when participating in piggybacking and include any documentation for the piggybacking agreement. All documentation will be obtained and maintained locally for five years in addition to the current year.

See Attachment K for an example

Reference USDA Memo SP 05-2017

BCSD – School Nutrition participates in Commodity Processing Bids under three (3) other Georgia School District Awards (Carrollton City Schools, Fayette County Schools, and Lowndes County Schools). Bibb County School Nutrition is one of forty-three (43) other participating programs. Copies of the piggyback bids are brought to the Board with other food procurements.

2.3 D: Market Basket Analysis:

The market basket analysis is an optional evaluation method that may be used by an SFA to award contracts. The SFA uses an evaluation of the lowest price a vendor can offer for a representative sample of goods the SFA wishes to obtain. This technique allows for a percentage of goods to be added to the contract. USDA recommends no more than 10% of the estimated overall price of the contract. If applicable, the SFA must include the procedures for this evaluation method, including the percentage that may be added in the procurement plan.

Reference USDA Memo SP 04-2018 for more information.

2.3E- Food Service Management Company (FSMC):

An SFA may contract with a Food Service Management Company (FSMC), to manage any aspect of the school food service program. A FSMC is defined as a commercial enterprise or a nonprofit organization that is contracted with by the SFA. The SFA must comply with existing Federal, State and local procurement requirements when obtaining the services of an FSMC. Federal procurement standards are found in the Code of Federal Regulation (CFR) at 7 CFR 210.16.

In contracting with a FSMC, the SFA must use competitive procurement procedures, solicitation, and contract documents that include required provisions in compliance with Federal, State, and local procurement regulations. 7 CFR 210.21, 7 CFR 250, 2 CFR 200.318-327, cost principles in the 2 CFR 200.400 series, and contract provisions in Appendix II to 2 CFR Part 200. The FSMC may be solicitated through any formal procurement method.

The scope of the management responsibilities must be clearly specified in the solicitation and in the contract awarded to the successful FSMC. Additionally, the SFA must include provisions to adequately safeguard the SFA as well as ensure that the FSMC manages the food service in accordance with Child Nutrition Program regulations, the SFA-State agency agreement, and the objectives the SFA seeks to achieve. However, it is the ultimate responsibility of the SFA to monitor the terms of the contract. This responsibility requires that the SFA retain and maintain direct involvement in the operations with the FSMC. Contracting with a FSMC does not mean the SFA relinquishes control of the operations to the FSMC. The SFA must prepare all solicitation documents, evaluation, and scoring criteria for contract award and obtain State agency approval of the contract prior to contract execution. These documents include, but are not limited to:

i. the scope of work;
ii. specifications for products and/or services required in the solicitation;
iii. contract type to be awarded;

iv. terms and conditions;
v. required contract provisions;
vi. technical requirements;
vii. evaluation and scoring criteria for determining the lowest, responsive and responsible bid/proposal for either the invitation for bid (IFB) or the request for proposals (RFP). The most advantageous bid/proposal to the Program with price as the primary consideration, and in compliance with all procurement regulations.

The State agency must annually review the contract (including all supporting documentation) per 7 CFR 210.19(a)(5). If utilizing a FSMC, the SFA or designee must include in their procurement plan, the determination of the method used to procure these services and procedures used to award and monitor the contract. Also, included in the procurement plan will be the name of the individual or designee who is responsible for the contract monitoring and maintaining documentation such as the signed and dated original contract, addendums and signed and dated renewal agreements

2.3F: Processing

If an SFA decides to allocate a portion of their entitlement to convert raw, bulk USDA foods into ready-to-use end products, the SFA will contract with a commercial foods Processor. When the purchases are forecasted to exceed the small purchase threshold, a formal procurement method will be applied.

The SFA must comply with existing Federal, State and local procurement requirements when contracting with a processor. Federal procurement standards for processing are found in the Code of Federal Regulation (CFR) at 7 CFR 250.30-39.

When contracting with a processor, the SFA must use competitive procurement procedures, solicitation, and contract documents that include required provisions in compliance with Federal, State, and local procurement regulations. 7 CFR 210.21, 2 CFR 200.318-327, cost principles in the 2 CFR 200.400 series, and contract provisions in Appendix II to 2 CFR Part 200. The processor may be solicitated through any formal procurement method. Only state approved processors can be considered for a contract award, along with their corresponding value pass through method(s) and the approved end products listed for each approved processor. This information will be provided by the state agency through the Processor's Summary End Product Data Schedule (SEPDS).

In all procurements of processed end products containing USDA donated foods, procurement documents must include the following information:

(1) The price to be charged for the end-product or other processing service;

(2) The value pass through method of end-product sales that will be utilized and assurance that crediting for donated foods will be performed in accordance with the applicable requirements for such method of sales in 7 CFR 250.36;

(3) The value of the donated food in the end products; and

(4) The location for the delivery of the end products.

When determining value pass through methods, below are the approved direct and indirect discount options for the state of Georgia:

a. Refund to Recipient Agency:

The Processor sells end products to commercial distributors at the commercial/gross price. The SFA purchases approved end products from commercial distributors, and the Distributor invoices SFA a gross price plus markup. The SFA submits refund application and any required supporting documentation to processor. The Processor issues rebate check to SFA within 30 days of receipt of refund request. The refund request must be in writing, which may be transmitted via email or other electronic submission.

b. Fee-for-Service directly from the Processor:

The Processor converts USDA food into approved and specified end-product and delivers approved and specified end-product to SFA or designee. The SFA receives end-product either via a SFA owned storage facility or a state contracted commercial distributor that serves the warehouse region. The Processor directly bills the SFA a "fee-for-service" for cost of ingredients (minus USDA food value), labor, packaging, overhead, and other incurred costs. The Processor must identify any charge for delivery of end products separately from the fee-for-service on its invoice. The SFA pays the Processor when processed items are delivered and received at the designated location. When applicable, the State contracted distributor bills the SFA for storage and delivery fees for processed items.

c. Fee-for-Service through a Distributor:

The Processor converts USDA food into approved and specified end-product and then sells approved end-product to the Distributor. The Distributor can only sell these processed items to an SFA with USDA food allocations. The Distributor bills the SFA for the total case price: processor's fee-for-service plus distributor fee, and the SFA pays the Distributor.

d. Net Off Invoice Price Through Distributor (NOI):

The Processor sells end products to distributors. When the Distributor sells to an eligible SFA with USDA food allocations, the Distributor provides a discount for the USDA food value on the invoice. The Distributor reports sales to the Processor at least monthly through a verification report, and the Processor refunds the Distributor for the value of USDA food after sales verification.

All methods of sales utilized must provide clear documentation of credit for the value of the donated foods contained in the end products.

Once processed products are requested and a processor is awarded the contract, the SFA must provide the State Agency with the processing information immediately to initiate processing

order requests. The SFA must monitor processing inventory to ensure all allocated quantities are utilized. The State Agency will also monitor inventory usage. If inventory is not used within the designated timeframe, it will be transferred into the state account for reallocation to other SFAs who may require additional inventory from that processor. However, it is the ultimate responsibility of the SFA to monitor all contract terms and conditions.

When processing, the SFA or designee must include in their procurement plan the determination of the method used to procure these services and procedures used to award and monitor the contract, including monitoring all discounts, credits, and rebates related to the value of the donated food in the end products. Also, included in the procurement plan will be the name of the individual or designee who is responsible for the contract monitoring and maintaining documentation such as the signed and dated original contract, addendums and signed and dated renewal agreements.

2.3G: Discounts, Rebates and Credits

When participating in a cost reimbursable contract, the supplier must exclude all unallowable costs from its invoices or billing documents and certify only allowable costs are submitted for payment. Records must be available that maintain and clearly identify unallowable costs. This must include directly associated costs in a suitable manner. Determination of allowable costs must comply with applicable regulations and Office of Management and Budget (OMB) cost circulars as required in 7 CFR 210.21(f).

The supplier must identify the amount of each discount, rebate, and other applicable credit on invoices and billing documents submitted to the SFA for payment. The supplier must also identify the reason for or explanation of the applied credit. The supplier should report discounts, rebates, and credits monthly. With State Agency approval the SFA may allow the supplier to report discounts, rebates, and credits less frequently, but no less than annually.

The supplier must identify the method to be used to report any discounts, rebates, and applicable credits allocable to the contract that are not reported prior to the conclusion of the contract. And, the supplier must maintain documentation of all costs and discounts, rebates, and credits and furnish this documentation upon request to the SFA, the State Agency, or USDA.

The SFA should identify any preferred procedures for how the supplier should submit invoices/billing documents, frequency for receipt of report of discounts, rebates, and applicable credits in Procurement Plan.

SECTION 3.0 ADDITIONAL PROCUREMENT FACTORS

SECTION 3.1 A: BUY AMERICAN PROVISION:

The SFA will comply with the Buy American Provision for all food purchases per 7 CFR 210.21(d) and USDA Memos SP 38-2017 & SP 32-2019. Purchased food (final product) must be comprised of 51% or greater agricultural commodities that were grown domestically. Exceptions include if the products are considered cost prohibitive or are not available as a domestic product.

When receiving proposals from vendors, if a product is available as both domestic and non-domestic, prices for both products will be obtained and the SFA will determine if it is fiscally sensible to purchase the domestic product.

Records will be maintained to support the domestic vs. non-domestic decision. Any verification documentation received from the vendor will be verified through a neutral third party (such as the USDA Agricultural Marketing Service's (AMS) Market News Report).

The SFA must describe, in their procurement plan, the procedures utilized to comply with Buy American, including the process by which limited exceptions will be allowed. This could include justification of exceptions, provision monitoring, training of SN staff and all verification documentation and communication from vendors and neutral third parties. Comprehensive documentation to support any limited exceptions will be maintained.

See Attachment F for Buy American Justification log.

3.1 B: Geographical Preference:

The SFA may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. Unprocessed is defined as not having had any sort of chemical or industrial treatment in order to preserve it, or improve its taste or appearance. When utilizing geographical preference, the SFA defines the local area to which the geographic preference option applies. This must be identified in the formal procurement section of the SFA's procurement plan. (7 CFR 210.21(g), USDA Memos SP18-2011 and SP03-2013)

3.1 C: Contracting with Small, Minority, and Women's Businesses:

Positive efforts will be made to utilize small businesses, women, and minority-owned business sources, giving them the maximum feasible opportunity to compete. Small businesses, women and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals or noncompetitive proposals (2 CFR 200.321). The SFA must include how they will ensure positive efforts to utilize small, minority, and women's businesses in the SFA's procurement plan.

Positive efforts include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. If the prime contractor utilizes subcontracts, ensure they take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.1D: Capital Equipment Purchases:

In accordance with 2 CFR 200.1 the SFA will request state agency (SA) approval for any capital equipment purchases ($5,000 or more) that is NOT listed on the Pre-Approved Capital Equipment list. Any required approval must be submitted to the SA through the completion of the Capital Expenditures Pre-Approval Request form. See Attachment G for the pre-approval request form. All documentation, including pre-approval and procurement, must be maintained for five years plus the current year.

SECTION 3.2: TRAINING

Training must occur, at a minimum, for all school nutrition professionals on an annual basis. The SFA must include, in their procurement plan, that training will be provided for all school nutrition staff and the proposed training schedule.

The SFA or designee must record and maintain supporting documentation of all training for each school nutrition employee, such as a list of training methods, dates, agendas, signed rosters and training topics.

Procurement training topics for school nutrition professionals may include but are not limited to:

- Code of Conduct
- Product specifications and expectations upon delivery and storage
- Buy American Provision and expectations upon delivery
- Inventory Control and Management
- Forecasting

- USDA DoD (Department of Defense) Fresh program and ordering through FFAVORS (Fresh Fruit and Vegetable Order Receipt System)
- Conflict Resolution

Ensure that staff responsible for procurement are also trained on:

- Procurement reviews
- Evaluating bids
- Purchasing cooperatively (through SFA co-ops or group purchasing/buying organizations)
- Piggybacking

Refer to 7 CFR 235.11(g) and SP 05-2020 for more information

APPENDIXES

Code of Conduct

Bibb County School District

SY: _____

A Code of Conduct is required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements 2 CFR 200.318(c)(1), State Procurement Code and Regulations, and the above-named County/City School District Department of Purchasing.

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition Program Funds:

a. No employee, office or agent of the _____County/City School Nutrition Program shall participate in the selection or award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

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

   1. The employee, officer or agent
   2. Any member of his/her immediate family
   3. His/her partner
   4. An organization which employs or is about to employ one of the above.

c. The _____County/City School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of substantial or monetary value from contractors, or potential contractors, or parties to sub agreements. However, the SFA may, if applicable, set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

d. The purchase during the school day of any food or service from a contractor for individual use is prohibited.

e. The removal of any food, supplies, equipment, or school property, such as records, recipe books and the like are prohibited.

f. The outside sale of such items as used oil, empty cans and the like will be sold by contract between the _____County/City School Nutrition Program and an outside agency. However, the profit attained from such sales will accrue back to the non-profit school food service account (7 CFR 210.14).

g. An individual sale by any school personnel to an outside agency or other school person is prohibited.

h. Failure of any employee to abide by the above stated code will result in appropriate disciplinary actions such as reprimand, fines, suspension, or termination as outlined in the district policy on violations on such standards (2 CFR 200.318(c)(1)). Interpretation of the code will be given at any time by contacting the School Nutrition Program Director at (___) _____.

i. The _____County/City School Nutrition Program will not be responsible for any other explanation or interpretation, which anyone presumes to make on behalf of the Board of Education.

I, or we the undersigned, have read and discussed this code, and fully agree to abide by the guidelines set forth in this code of conduct.

School: _____

SNP Manager: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Micro-Purchase Log for Bibb County School District
School Year _____

Use this form to record one-time purchases with a total aggregate cost equal to or less than $10,000 when the micro-purchase option is used as the method of procurement.

Date of Purchase	Supplier Name, Address *(must show effort to vary suppliers)*	Product(s) and/or Service(s) Purchased *(Quantity and Description)*	Unit Price for Each Item	Total Aggregate Cost	Rational for Using Micro-Purchase and Method Used to Determine that Cost of Each Item Is Reasonable *(Attach Relevant Documentation)*

Signature of Person Completing This Form: _____

Date: _____

Instructions and Example for Completing Informal (Small Purchase) Quote Tabulation Log

The Informal Procurement Log can be used to document all quotes received as a result of the SFA's solicitation for purchasing products/services costing less than $250,000. The SFA will solicit at least two and preferably three quotes to achieve competition and to satisfy federal procurement requirements. SFAs will need to document the quotes and all other pertinent information discussed with the vendors. SFAs must make certain that all vendors receive the same product specifications. All procurement records must be kept for at least five years from the end of fiscal year.

Vendor Name:										
Items to be Purchased: Delivery Frequency: _____ Bid will be honored for: _____(number of day(s)/week(s)/month(s)) (school will state time period)	Quantity estimated to be purchased	Unit Price	Extended Price (Quantity x Unit Price)	*QS (⊓)	Unit Price	Extended Price (Quantity x Unit Price)	*QS (⊓)	Unit Price	Extended Price (Quantity x Unit Price)	*QS (⊓)
1. Product name & specification:				⊓			⊓			⊓
2. Product name & specification:				⊓			⊓			⊓
3. Product name & specification:				⊓			⊓			⊓
4. Product name & specification:				⊓			⊓			⊓
5. Product name & specification:				⊓			⊓			⊓
Total:		$			$			$		
*Quote Selected (QS)		⊓			⊓			⊓		
*Quote Selected (BS); SFA may award all items to one vendor (lowest total price) or award purchase on a line-item basis (lowest line-item price). SFA will tell the vendors which option they will use for awarding the purchase when they are asking for pricing. SFA will state that either option may be used to award the purchase.										
Method of contact: Email/Fax/Mail/In person/Phone										
Name of person quoting prices:										
Date contacted:										
Additional Notes:										
Signature of person completing this form:					School System:			Date:		

Name of vendor selected: _____

Vendor selected was notified on: _____(If notification was in writing attach document to the procurement log/evaluation matrix)

Method of notification: _____(Email/Fax/Mail/In person/Phone)

Procurement Methods Timeline*

Category	Request Quotes/Pricing Frequency	Methods	Review Quotes/pricing and requisitions
Fresh Produce	Annually	Formal Bid	Weekly or Bi-weekly
Grocery	Annually	Formal Bid	Weekly or Bi-Weekly
Paper Goods/Chemicals	Annually	Formal Bid	Weekly or Bi-Weekly
Milk	Annually	Formal Bid	Daily
Bread	Annually	Formal Bid	Weekly
Equipment: Large	As Needed	Formal Bid or Three quotes depending on the amount	As Received
Equipment/Supplies: Small Wares	As Needed	Formal Bid or Three Quotes when necessary for amount	As Received
Equipment parts and Maintenance	As Needed	Three Quotes when necessary for the amount	As Received

*This timeline is a reference guide and is used according to the specific needs of your system.

Emergency Purchase Log for Bibb County Schools District

School Year _____

Use this form to record one-time emergency purchases that occur because of an unforeseen event.

Date of Purchase	Description of the situation requiring Emergency Purchase *(Attach Relevant Documentation)*	Product(s) and/or Service(s) Purchased *(Quantity and Description)*	Procedure Method Used to Determine that the Cost of Each Item Is Reasonable	Supplier Name, Address	Unit Price for Each Product/Service

Signature of Person Completing This Form: **Date:**

_____ _____

Directions: Emergency Purchase Log

Purpose: This tool is intended to track emergency purchases made by the SFA using School Nutrition funds. This type of tool also helps the SFA to maintain the documentation required for Administrative/procurement reviews.

Directions:

SFA Name: Record the name of the SFA in designated space.

School Year: Record the school year during which the emergency purchase was made.

Date of Purchase: Record the date of emergency purchase in the designated space.

Description of the situation requiring the use of an Emergency Procurement Method and the method used to determine the cost of each item is reasonable: Record a descriptive statement that explains (1) why the emergency-purchase method is the most suitable procurement method for the purchase and (2) what method used to ensure that the cost of the product(s) and/or service(s) was reasonable in the designated space.

Product(s) and/or Service(s) Purchases (Quantity and Description): List the product(s) and/or service(s) procured under the emergency procurement procedures in the designated space.

Procedure Method Used to Determine the Cost of Each Item Is Reasonable: Record process used to obtain the cost of product/service and measures to determine whether cost is reasonable in this space.

Contractor/Supplier Name, Address: Record the name and address of the contractor or supplier in the designated space.

Unit Price for Each Item: Record the amount of each unit purchased in the designated space.

Signature of Person Completing This Form: Ensure that the person contacting the contractors/suppliers and completing the form signs the form in the designated space.

Date: Record the date the person completing the form signs the completed form in the designated space. Attach additional documentation as appropriate to this form and maintain for reviews.

BUY AMERICAN JUSTIFICATION FORM

The Buy American Justification Form assists School Food Authorities (SFAs) with validation documentation to purchase non-domestic food products with nonprofit school food service account funds, in accordance with 7 CFR 210.21(d), Memo SP 23-2024, and Memo SP 38-2017. Compliance with the Buy American Provision is included in each SFAs Administrative Review and Procurement Review, and SFAs may use this to demonstrate justification for using non-domestic products when appropriate.

The Federal Acquisition Regulations (FAR) contains a Non-Available Articles list found in 48 CFR 25.104 that can be used for identifying domestic exceptions within the School Nutrition Program's (SNP) procurement processes. Each SFA should determine on an individual basis whether domestic alternatives exist first, and if not, whether an exception is warranted. Exceptions are warranted only when (1) The product is listed on the Federal Acquisitions Regulations Non-available articles list and/or is not produced or manufactured in the U.S. in sufficient and reasonably 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. There is not a specific amount or percentage that is considered "significantly higher", and it is the SFA's responsibility to determine the threshold. Records and documentation must be retained justifying any exception as outlined above. SFAs can maintain documentation of exceptions for domestic foods that are prohibitively costly or not available in sufficient quantities and present this during reviews by the State Agency. SFAs must also ensure that the annual cost of non-domestic food purchases acquired with School Nutrition Program funds does not exceed the caps established in 7 CFR 210.21(d)(5).

SNP School or District documenting justification:			
Date:		**Name of individual completing form:**	

Non-Domestic Agricultural Product:		
	Please enter answers in column below:	
Product Name:		
Purchase Unit:		
Storage Area: (Ex: cooler, freezer, dry storage, etc.)		
Country of Origin of Non-Domestic Product: (Ex: processed in China, grown in Mexico, packed in Brazil, etc.)		
Alternative Considerations in Using Non-Domestic Products		
	Please enter answers in column below:	
1. Cost analysis: (Domestic cost is significantly higher than non-domestic)	☐ **YES**	☐ **NO**
a. Bid Cost per Unit of Domestic Product:	**$**	
b. Bid Cost per Unit of Non-Domestic Product:	**$**	
Additional explanation for decision:		

2. Availability or Seasonality: (Product not currently grown domestically)		
a. **Documentation demonstrating current unavailability on file:** (Ex: Copy of Weekly Marketing Report or National Processing Report from Agricultural Marketing Service: **USDA Market News | Agricultural Marketing Service**) **Note: Letter from vendor is insufficient by itself.**	☐ **YES**	☐ **NO**
3. Are other domestic Sources available? (Ex: Bid-awarded domestic juice unavailable from vendor's listed manufacturer but can be ordered through a different manufacturer with an insignificant cost increase.)	☐ **YES**	☐ **NO**
a. **If yes, explain how you used other domestic sources:**		
4. Is there a comparable substitute? (Ex: serving domestic edamame instead of non-domestic garbanzo beans during seasons of low availability)	☐ **YES**	☐ **NO**
a. **If yes, what other alternatives to using non-domestic foods were considered?**		
Resulting Decision for Domestic vs. Non-Domestic		
Please enter answers in column below:		
After considering alternatives to non-domestic products, were non-domestic products still used?	☐ **YES**	☐ **NO**
a. **If yes, explain why non-domestic products were used instead of an alternate domestic product:**		

Note: School should retain and make notes of communications regarding the reasons for the exception to the Buy American provision. This includes but is not limited to email or procurement notes of discussion regarding alternatives to non-domestic products purchased by the school.

_____ _____

Signature of School Nutrition Director *Date*

School Nutrition Program

CAPITAL EXPENDITURE PRE-APPROVAL REQUEST FORM

***PLEASE NOTE THAT THIS FORM IS NOT ASSOCIATED WITH NSLP EQUIPMENT ASSISTANCE GRANT.**

This form is to be completed for each piece of equipment that qualifies for State approval.			
School District:			
SFA Contact:			
Address:			
Telephone Number:			
Email:			
School Food Authorities (SFAs) participating in the National School Lunch Program (NSLP) must observe USDA Federal limitations on the use of school nutrition funds (7 CFR § 210.9 [b][1]); expend School Nutrition Program revenues in accordance with 2 CFR 225, Appendix B, section 15; follow generally accepted accounting principles (7 CFR §210.14[a]); and adhere to procurement procedures defined in 7 CFR §210.21 and 2 CFR 200.			
Description of Capital Expenditure:			
Justification for Purchase: (will increase participation by…, will expand productivity by…)			
Anticipated Acquisition Cost* (including accessories):	$	Percentage of School Nutrition Funds to be used:	
*If the capital expenditure price exceeds 10% of the anticipated cost after the bid is awarded, the approval will become null and void, and the purchase must be re-assessed by the State Agency before the transaction is completed.			

Please read and initial the box next to each of the following statements:	
	I certify that the above referenced expenditure is necessary and reasonable for proper and efficient performance and administration of the National School Lunch Program (NSLP).
	I certify that the above referenced expenditure is allocable to the NSLP.
	I certify that the above referenced expenditure is not included as a cost or used to meet cost sharing or matching requirements of any other federal award.
	I certify that the above referenced expenditure will be properly procured and is cost effective with regards to the SFA's current financial status.
	I certify that, if approved, I will provide School Nutrition Program Administration with a copy of the paid invoice(s), delivery receipt, voided check, and equipment number(s) upon request.

SFA Representative (Print):			
Signature:		Title:	
Date:			

This document will be reviewed and approved within 14 business days.

GaDOE School Nutrition Program use only:											
Signature of FBU Reviewer:		Date:		☐	Approved Financial Status	☐	Declined Financial Status				
Signature of Procurement Reviewer:						Date:					
Determination:	☐	Approved	☐	Returned for modification	☐	Denied (See email for explanation)	Method of Return:	☐	E-mail	☐	Mail

AD-1047

OMB No. 0505-0027
Expiration Date: 09/30/2025

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

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 employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint 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.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

(1) By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant must submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation will disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

(4) The prospective primary participant must provide immediate written notice to the Department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(6) The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.

(7) The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the Department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration’s System for Award Management Exclusions database.

(9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default.

Certification Regarding Lobbying: Contracts, Grants, Loans, and Cooperative Agreements

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization Name | Award Number or Project Name

Name and Title of Authorized Representative

Signature | Date

Civil Rights Assurance

The entire Civil Rights Assurance Statement must be included on all contracts, agreements, and solicitations. Modify the assurance to specify your school district. The full assurance statement is as follows:

The **SCHOOL DISTRICT** hereby agrees that it will comply with:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);

iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);

vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);

vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);

viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

x. The USDA non-discrimination statement that 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 employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest

to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the **SCHOOL DISTRICT** agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the **SCHOOL DISTRICT,** its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the **SCHOOL DISTRICT**.

_____ _____

Signature(s) Date

Printed Name:_____

Title:_____

School District Piggybacking Participation Agreement Form

School District Piggybacking Participation Agreement
IFB FOR: _____
SCHOOL YEAR: _____

The (*Insert*) School Food Authority agrees to this piggybacking provision to enter into a contract with (*Insert the awarded vendor*) for the purchase of the items described herein in this bid document based on the same terms, conditions, prices and products offered by the successful vendor to (*Insert Name of system that you are piggybacking off*) County/City School District. Minor changes in delivery terms and conditions and frequencies may be discussed by participating in SFA for up to 30 days following the award of this contract. The following SFA may participate in the final contract.

NAME OF SCHOOL DISTRICT:

_____

ADDRESS:

_____

_____

_____

SCHOOL NUTRITION DIRECTOR:

_____

PHONE: _____
E-MAIL: _____

NUMBER OF SCHOOLS: _____
DELIVERY FREQUENCY:

_____

(Example: 1 x a week; 2 x a week; daily, etc.)

School District Authority Signature:

_____

Name: (printed)

_____

Awarded Vendor Signature:

_____

Name of Company: (printed)

_____

Required Contract Provisions

This resource identifies provisions and procurement review sections required by USDA to be included in formal contracts and solicitations. Please refer to the Georgia Department of Education School Nutrition Division (GaDOE SND) Invitation for Bid (IFB) checklist for additional sections that should also be included. The language for these provisions can be found in the GaDOE SND Sample IFB.

Required provisions that should be included in *all* contracts:

1. **Debarment and Suspension:** Confirmation that a vendor is neither debarred, suspended, or deemed ineligible.
    - 2 CFR (Code of Federal Regulations) 200.213, and 2 CFR Appendix II to Part 200, Section (H)
    - Refer to Attachment H in Procurement Manual
2. **Civil Rights Assurance**
    - FNS-113-1
    - Refer to Attachment J in Procurement Manual

Required provisions that should be included in contracts *only when applicable* to the listed contract types:

Food and non-food-related contracts:

1. **The Buy American Provision:** Include this only when soliciting foods. The Buy American provision is one of the procurement standards SFAs (School Food Authority) must comply with when purchasing commercial food products served in the school meals programs.
    - 7 CFR Part 210.21(d)
2. **Domestic Preferences for Procurements:** Include this when soliciting general contracts that are NOT for food products. The requirement for procuring domestic goods, products, or materials is one of the procurement standards SFAs must comply with when purchasing non-food items used in the school meals programs.
    - 2 CFR Part 200.322
    - 2 CFR Appendix II to Part 200, Section (L)

Required for Processing Contracts (but recommended for all food contracts):

1. **Food Recall Language:** Include this language when soliciting processing contracts. This should address SFA responsibilities, recall procedures and tracking, assignment of a food safety coordinator and alternate, among other conditions.
    - 7 CFR Part 250

Required for Contracts involving telecommunications and video surveillance:

1. **Procurement of telecommunications and video surveillance language:** Include this language when soliciting, extending, renewing, or awarding a contract that uses covered telecommunications equipment or services.
    - 2 CFR 200.216
    - Public Law 115-232
    - 2 CFR Appendix II to Part 200, Section (K)

For USDA approved construction/repair contracts over $2,000 *(in extremely rare cases):*

1. **Davis Bacon Act:** Include this in USDA approved construction contracts in excess of $2,000.
    - 2 CFR Appendix II to Part 200, Section (D)
2. **Copeland "Anti-Kickback" Act:** Include this, jointly, with the Davis Bacon Act, in USDA approved construction contracts in excess of $2,000.
    - 2 CFR Appendix II to Part 200, Section (D) under the Davis Bacon Act

Contracts greater than $10,000:

1. **Termination for Cause and Convenience:** Include this in all contracts in excess of $10,000 and incorporate how it will affect both parties and the basis for settlement.
    - 2 CFR Appendix II to Part 200, Section (B)
2. **Equal Employment Opportunity:** Include this in all contracts in excess of $10,000.
    - 2 CFR Appendix II to Part 200, Section (C)
3. **Procurement of Recovered Materials:** Include this in all contracts where the purchase price of items designated by the Environmental Protection Agency (EPA) at 40 CFR part 247 exceeds $10,000 or the value of the quantity procured during the prior fiscal year exceeded $10,000.
    - 2 CFR 200.323 and 2 CFR Appendix II to Part 200, Section (J)

Contracts greater than $100,000:

1. **Byrd Anti-Lobbying Amendment:** Contractors that apply or bid for an award of $100,000 or more must file the required certification.
    - 2 CFR Appendix II to Part 200, Section (I), and 31 U.S.C. 1352
    - Refer to Attachment I in Procurement Manual
2. **Contract Work Hours/Safety Standards Act:** Include this provision in all contracts in excess of $100,000 and in cases where your program's School Nutrition funds will be paying the contractor and/or its workers for overtime.
    - 2 CFR Appendix II to Part 200, Section (E)
3. **Rights to Inventions Made Under a Contract or Agreement:** Include this provision in all contracts in excess of $100,000 and if experimental, developmental, or research is performed under a "funding agreement."
    - 2 CFR Appendix II to Part 200, Section (F)

Contracts greater than $150,000:

1. **Clean Air and the Federal Water Pollution Control Act:** Include this provision in all contracts in excess of $150,000.
    - 2 CFR Appendix II to Part 200, Section (G) and under Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)

Contracts greater than $250,000:

2. **Administrative, Contractual, or Legal Remedies for Breach of Contract:** Include general language in all contracts in excess of $250,000 to address potential poor contractor performance, contractor responsibilities, and remedies for poor performance.
    - 2 CFR Appendix II to Part 200, Section (A)