

**PARK COUNTY SCHOOL DISTRICT #6  
BOARD OF EDUCATION POLICY**

**CODE: EFAB**

**SCHOOL NUTRITION PROCUREMENT POLICY**

Park County School District No.6 will adhere to the following policy requirements for any procurement related to School Nutrition:

**Purchases:**

- Purchases or contract value greater than \$25,000:
  - If the amount exceeds twenty-five thousand dollars (\$25,000.00) this is considered a **formal purchase**, and contract must be awarded through a formal bid process and a call for bids shall be published at least once in a newspaper of general circulation in the district, as well as published in a newspaper generally circulated state-wide and posted on the district's website. The call for bids may also be published in a regional newspaper. No contract shall be divided for the purpose of avoiding this paragraph.
  
- Purchases greater than \$10,000 and less than \$25,000:
  - Park County School District No.6 will obtain **competitive bids** (quotes) when any purchase will cost more than ten thousand dollars (\$10,000.00) and less than twenty-five thousand dollars (\$25,000.00).
  
- Purchases less than \$10,000:
  - Any purchase greater than the micro-purchase threshold but less than ten thousand dollars (\$10,000.00) is considered a **small purchase** and does not require a bid process, however, the small purchase shall be made on a competitive basis.
  - Any purchase below three thousand five hundred dollars (\$3,500.00) or as currently defined by 2 CFR 200.67 is considered a **micro-purchase**. Micro-purchases may be awarded without soliciting competitive quotes if the price is considered reasonable. To the extent feasible, however, Park County School District No.6 must distribute micro-purchases equitably among qualified suppliers. The micro-purchase threshold will periodically be adjusted for inflation, therefore, Park County School District No.6 shall follow the most current threshold as defined at 2 CFR 200.67.
  
- Per 2 CFR 200.321 the School Food Authority will purchase from small, minority and women's business enterprises and labor surplus firms whenever possible.

**Bid Specifications:**

Park County School District No.6 contracts will not be awarded to any potential vendors who write any of the bid specifications, the solicitation documents, or any of the contract language.

Identical bid specifications and/or request for proposals will be provided to all potential vendors.

Park County School District No.6 will avoid acquisitions of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.

**Geographic Preference:**

No Geographic Preference (advantage based on location) is allowed with federal funds except for documented Farm to School (Farm to Plate) efforts. Therefore, as part of Farm to School Park County School District No.6 may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products only.

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### **Buy American:**

Park County School District No.6 is required to purchase, to the maximum extent possible, domestic products for use in meals served in its National School Lunch and School Breakfast Programs. The “Buy American” requirement (7 CFR Part 210.21(d)) specifies that the district should purchase domestically produced food and food products.

A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S.

The Buy American provision also applies to entities that purchase on behalf of the district.

If Park County School District No.6 is unable to purchase a domestic item, documentation must be kept justifying the exemption(s) and maintained for review by the State Agency.

Park County School District No.6 will include a “Buy American” clause in all product specifications, bid solicitations, requests for proposals, purchase orders, and any other type of procurement documents issued.

### **Debarment and Suspension:**

Park County School District No.6 will obtain verification regarding debarment and suspension for all food service contracts to be paid with Federal assistance.

- To meet this requirement Park County School District No.6 shall check the Federal Excluded Parties List System at the site below and document that the vendor has not been debarred or suspended. Verification will occur prior to a vendor being chosen and before a contract has been offered.  
<https://www.sam.gov/portal/public/SAM/>

### **Standard of Conduct for Park County School District No. 6 Employees:**

Park County School District No.6 maintains the following code of conduct for any employees engaged in award and administration of contracts supported by Federal Funds:

- No Park County School District No.6 employees will engage in any procurement when there is a conflict of interest, real or perceived, and Park County School District No.6 employees cannot solicit or accept any gratuities, favors or anything of monetary value from prospective vendors
- No Park County School District No.6 employee shall participate in the selection, award or administration of a contract when any of the following persons have a financial interest in the firm selected for award:
  - The employee
  - Any member of his/her immediate family
  - People with whom there is an affectionate personal relationship
  - An organization which employs or is about to employ any of the above
- Park County School District No.6 would like all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.
- Employees found to be in violation of this policy are subject to disciplinary action. Based on the severity of the infraction, the penalties could include a written reprimand to the employee’s file, a suspension with or without pay, or termination.

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### **Contract Administration:**

Park County School District No.6 will maintain a contract administration system which will ensure that Contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Park County School District No.6 Business Manager will review all aspects of any contractor bid documents, expenditures, processes, and procedural aspects to ensure compliance with all federal, state, and school district regulations.

Park County School District No.6 's **contract administration system** will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. Appropriate sanctions and/or penalties will be included.

All contracts in excess of \$10,000.00 must address termination for cause and for convenience and include the manner by which it will be effected and the basis for settlement.

Contracts made under a Federal Award (such as with funding from the USDA Child Nutrition Programs) will also contain all applicable federal provisions as referenced under *Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

### **Discounts, Rebates, Credits:**

Park County School District No.6 will verify that all food program contracts and procurements are net of all applicable discounts, rebates, and credits. All contractors will maintain records and source documents in support of all costs, discounts, rebates, and credits.

### **Records Retention:**

Park County School District No.6 will allow access to all records per 2 CFR 200.336.

Park County School District No.6 will retain all School Nutrition records for three years after final payments and/or three years after any pending matters have been closed and completed. Park County School District No.6 will also maintain records sufficient to detail the history of any procurements. These records will include, but are not limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Record retention will adhere to all 2 CFR 200.333 requirements.

### **Bid Protest Procedures:**

Any vendor who desires to protest the award of a bid pursuant to this policy shall, within fifteen (15) days after award of the bid, give notice of their protest. The notice shall state in detail the basis of the claimant's bid protest and the resolution requested. The bid protest shall be provided to the School Nutrition Director or other person designated by the school district to handle bid protests pursuant to the School Nutrition procurement policy. The School Nutrition Director or other person so designated shall investigate the claim and issue a written decision within fifteen (15) days after receipt. If the claimant is not satisfied with the decision of the School Nutrition Director, the claimant may appeal the decision to the board of trustees of the school district. The notice of appeal shall be filed with the board of trustees at the office of the Superintendent of Schools within fifteen (15) days after issuance of the decision being appealed from. The appeal shall state the basis of the appeal and provide to the board the original bid protest, together with a copy of the decision being appealed from. The specific grounds for the appeal shall be stated in the appeal and shall not include additional claims or information not provided with the original bid protest.

The board of trustees at the next regular board meeting following the receipt of the appeal shall either hear the appeal or set a time to consider the appeal. The board may in its discretion render a decision based upon the information and records before the board of trustees or, in the board's discretion, may request the claimant and a representative of the school district to each present information pertaining to the bid protest. In the event the board

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chooses to hear from the bid protester and a representative of the school district, each will be entitled to present or have someone on their behalf present their position to the board.

Thereafter, the board shall render its decision either at that meeting or at the next regular board meeting.

Adopted: 12/15/15

Revised: 11/20/17