

Food Procurement for use in Taylor's Crossing Public Charter School's Nutrition Program.

This policy applies to anyone who purchases food and supplies for the Child Nutrition Program. This policy will guide the purchase of food and supplies within the USDA and SDE.

Instructions.

1. All foodservice employees will be trained on the procedures within this policy.
2. Agency purchase guidelines are as follows:
 - a. USDA Child Nutrition Programs - Public Procurement of Goods and Services for
 - i. Micro Purchase: \$0-\$3,500
 - ii. Small Purchase: \$3,501 - \$49,998
 - iii. Semi-Formal Bidding: \$49,999 – \$99,999
 - iv. Formal Bidding: \$100,000 and above
 - b. Idaho Purchasing by Political Subdivisions (Idaho Statute Title 67:Chapter 28)
 - i. Small Purchase: \$25,000 - \$50,000
 - ii. Competitive Purchase: \$50,000 – and above
3. Each year all food and supplies will be bid through the Snake River Co-op.
 - a. Items not meeting the volume requirement through the Co-Op will be purchased by Taylor's Crossing Public Charter School Child Nutrition Office based on price quotes received from a minimum of three vendors. Prices may be acquired by various methods (i.e. directly from salesman, vendor website or in electronic format.)
4. Purchase Orders:
 - a. All purchases over \$1,500 will require a Purchase Order (PO).
 - b. Open Purchase Orders (PO)'s will be created at the beginning of each bid period. Estimates will be used to determine the amount of the PO necessary to cover all food and supply purchases for each bid period.
5. Purchases up to \$3,500 may be made at the discretion of the Child Nutrition Department, with PO's created as required by Taylor's Crossing Public Charter School.
6. Single purchases over \$5,000 for equipment must have pre-approval from the SDE and follow the above guidelines for small purchase.
7. Purchase Log
 - a. A purchase log will be maintained to document all quotes and prices.
 - b. All items purchased or quoted from family or other persons who may imply a conflict of interest will be noted on the purchase log with documentation of why that purchase was made.
8. Avoid purchasing unnecessary and duplicative products (2 CFR 200.318(d))
9. Perform cost analysis prior to purchasing items in excess of the small purchase threshold as required by 2 CFR 200.323(a). Examples:
 - a. Perform a Google search
 - b. Look at past purchases
10. Taylors Crossing Charter School will ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service being procured as required in 2 CFR 200.319 (c).

11. Taylor's Crossing Public Charter School will include small, minority and women's business enterprises and labor surplus firms when possible. (2 CFR 200.321) These steps may include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. 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;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.
12. Follow proper procurement procedures for consulting services. (2 CFR 200.320(b))

Code of Conduct for Child Nutrition Programs

Pursuant to 2 CFR 200.318 (c) (1), a code of conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by USDA Food and Nutrition Program Funds. The written standards of conduct must comply with the federal rule. Taylor's Crossing Public Charter School will follow the federal rule.

1. No employee, officer or agent of Taylor's Crossing Public Charter School District 461 Child Nutrition Department shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
2. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award or in any tangible personal benefit offered by the firm:
 - a. The employee, officer, or agent;
 - b. His or her partner;
 - c. Any member of his or her immediate family;
 - d. An organization, which employs or is about to employ one of the above.
3. Taylors Crossing Charter School District 461 Child Nutrition Department employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, political contractors, or parties to sub-agreements. Trivial benefits not to exceed a value of fifty dollars (\$50.00) incidental to personal, professional or business contracts and involving no substantial risk of undermining official impartiality may be permitted.

4. Penalties for violations of the standards of code of conduct of Taylor's Crossing Public Charter School District 461 Child Nutrition Department may include any or all of the following:
 - a. Reprimand or other disciplinary action by Administrator
 - b. Dismissal by Administrator
 - c. Additional legal action necessary

The non-Federal entity must maintain a written code of standards of conduct; establish procurement procedures and all procurement transactions shall be conducted in a manner that provides the maximum of free and open competition. These procedures must reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.318. An institution should not knowingly do business with a company that is debarred or suspended.

BID PROTEST PROCEEDURES – Snake River Co-op

If any vendor who submitted an offer has an objection to the award of the contract to the apparent vendor who submitted a responsive offer and is a responsible vendor with the lowest costs in the case of a bid or scored the greater number of point on a proposal, the objecting vendor shall notify SRC with two (2) business days of the intent to dispute the awarded contract and furnish that protest, in writing, to Snake River Coop Director, c/o Jefferson School District #251 (3850 E 300 N, Rigby, ID 83442) within five (5) business days of the date of vendor notification of an awarded contract.

The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the Snake River Coop (SRC) will review the basis for the protest and relevant facts under such terms and conditions as the school considers proper. Upon completion of the review, the SRC shall submit its findings and recommendations to the members who shall then review the matter under such terms and conditions, as deemed proper. Upon receipt of authority to act from the members, the SRC will notify those vendor(s) involved of its decision. The decision shall be final and binding on the objecting vendor.

Monitoring, Corrective Action, Verification and Record Keeping:

The Child Nutrition Director will:

1. Pre-approve all purchases and orders.
2. Review all purchase logs.
3. Retrain any foodservice employee found not following the procedures in this policy.
4. The Child Nutrition Director will review the Purchasing Log monthly to indicate that monitoring is being conducted.
 - a. The Purchasing Log is to be kept on file for a minimum of 3 years plus the current year or as stated in district policy.

Policy History

Adopted on: 01/17/2018