

Carter G. Woodson School (SFA) 34-D

PROCUREMENT PLAN

SCHOOL NUTRITION PROGRAM

The procurement plan described on the following pages 1 through 24 was adopted by the Carter G. Woodson School (the School Food Authority/SFA) and its Board of Directors (BOD) and will be implemented effective November 2025 and from the date of signatures forward until amended. All procurement processes and activities will be consistent with the principles of free and open competition. The SFA will avoid unreasonable conditions that restrict competition. All reasonable efforts will be made to solicit bids, proposals, and/or quotes from as many qualified vendors as possible; all qualified vendors are invited to respond to these solicitations.

The procurement of all goods and services using School Nutrition funds will be carefully documented during each phase of the procurement process. The BOD shall award contracts to the responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed solicitation. The BOD will restrict awards, sub-awards, and contracts with any party that is debarred, suspended, or otherwise excluded from participation in Federal assistance programs or activities. All parties involved in the procurement process involving School Nutrition funds will comply with a written code of ethics/conduct, which includes a conflict-of-interest policy. Adherence to the code of ethics/conduct and conflict of interest policies is fundamental to the integrity of the procurement process.

DocuSigned by:

Kenneth Love

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Chair, CGWS Board of Directors

August 4, 2025
Date

Signed by:

Darlene Steele

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CGWS Senior Executive Director

8/4/25
Date

CARTER G. WOODSON SCHOOL (SFA) 34-D PROCUREMENT PLAN

The Carter G. Woodson School (SFA) 34-D (hereinafter referred to as the School Food Authority (SFA) plan for procuring goods and services for use in the School Nutrition Program is described in detail herein. The plan includes all Federal food-assistance programs administered by the SFA. Adhering with the procurement plan is intended to ensure free and open competition, in an environment that promotes transparency in all transactions, documented comparability for ethical decision-making, and adequate documentation to substantiate the allowable use of School Nutrition funds.

Part I: Code of Ethics/Conduct governing the procurement of goods and services using School Nutrition Funds

- A. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition funds.
1. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, selection of a recipient, and/or administration of a contract supported by School Nutrition funds if a conflict of interest, real or apparent, would be involved.
 2. Conflicts of interest arise when a member of the LEA or SFA has a financial or other interest in the contractor selected for the award, conflicts of interest would include:
 - a. Any employee, officer or agent of the contractor;
 - b. Any member of the immediate family of the contractor;
 - c. The contractor's partner; and/or
 - d. An organization which employs or is about to employ one of the above.
 3. Employees, officers or agents of the LEA and SFA shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (*Note: the SFA may establish local policy indicating School Nutrition personnel may accept an unsolicited item of nominal value where the exact value is established and recorded in this procurement plan or participate in a group event where the financial interest is not significant, and the event is open to all attendees or participants.)
 4. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following:
 - a. Reprimand by Board of Education; or
 - b. Dismissal by Board of Education; or
 - c. Any legal action necessary.
- B. The Carter G. Woodson School 34D Code of Ethics and Conflict of Interest Policies are shown in Attachment A.

Part II: Procurement Methods used to Purchase Goods and Services using School Nutrition funds

A combination of formal and informal purchasing methods will be used to procure all goods and services on behalf the non-profit School Food Authority (SFA). Formal purchasing methods will include the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP). As required by 2 CFR 200.317 – 200.326 and NC General Statute, Article 8, Chapter 143, formal purchasing methods will always be used for any purchase that exceeds the lesser of the State's small purchase threshold of \$90,000.00 or the SFA's board-approved small purchase or simplified acquisition threshold. For purchases below the lesser of the State's simplified acquisition threshold of \$90,000 or the board-approved simplified acquisition threshold, informal procurement procedures involving a documented Request for Quote (RFQ) will be utilized when seeking competitive pricing. Micro-purchase procedures as defined in 2 CFR 200.320 may be used for goods or services reflecting separate or aggregate purchases in an amount equal to or less than \$10,000.00 in aggregate on an annual basis. Non-competitive negotiation or sole source procurement is rare and requires the prior written approval of the North Carolina Department of Public Instruction (NCDPI) prior to purchase and/or contract execution. Contracts will be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the base solicitation; consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources. All procurement transactions (formal, informal, sole source and emergency) will be thoroughly documented and available for review and/or audit by Federal, State and local authorities upon request.

The SFA will make all efforts to avoid the acquisition of unnecessary or duplicative items. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach, including purchases made using existing contracts that were competitively procured by the State of North Carolina and in accordance with State General Statute. Where feasible, the SFA will consider the purchase of gently-used or surplus equipment in lieu of purchasing new equipment.

Overly-prescriptive specifications will be avoided to promote competition. When it is impractical to make a clear, definitive description, a "brand name or equivalent" description will be used as a means to define a product or service. In this case, the specific features of the named brand, which must be met by contractors, must be clearly stated. In order to ensure objective contractor performance, any potential contractor that develops or drafts specifications, requirements, statements of work or other solicitation documents or resources, will be excluded from competing for such procurements. All solicitation documents will identify the specific requirements which the contractor must fulfill and any other factors that will be considered when evaluating quotes, bids, or proposals.

A. Formal Procurement Methods

Formal methods of procurement including an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be used for any and all purchases in excess of the SFA's simplified

acquisition (or small purchase) threshold OR the State simplified acquisition (or small purchase) threshold of \$90,000.00, whichever is less.

The SFA's Simplified Acquisition Threshold is \$90,000; this amount will be used to determine whether formal or informal purchasing methods will be used.

Formal procurement methods will be applied on the basis of a/an:

_____ Centralized or administrative office purchase
XXXXXX Individual school purchase
_____ Multi-School systems purchases
_____ Previously competitively-procured State contract
_____ Combination of above (specify):
_____ Other

An IFB will be used when the sole criteria for awarding a contract to the most responsive, responsible bidder is the cost of goods or services. An RFP will be used when other factors, objective and subjective, will be used to award the contract. When using an RFP, cost will be a significant factor in the contract award along with other evaluation criteria. The specific evaluation criteria will be provided as part of the original solicitation to enable all potential contractors to clearly understand the basis of the award.

Given the potential to purchase more products and services above the SFA's Simplified Acquisition Threshold of \$90,000 using School Nutrition funds, it will be the responsibility of School Administrator/Principal to document the specific cost of a purchase to determine and document which formal procurement method will be used and the justification for doing so.

The School Administrator/Principal will perform a cost analysis for every procurement action in excess of the SFA's simplified acquisition threshold where formal procurement methods will be used; the documentation of the cost analysis will be kept on file with other procurement documents and will be subject to review and/or audit.

When a formal procurement method is required, the following procedures shall apply:

1. A public advertisement is required to solicit bids or proposals for all purchases over the SFA (PSU) simplified acquisition (or small purchase) threshold of \$90,000+. The announcement (advertisement or legal notice) will contain a general description of items to be purchased; specific procedures for submission of a bid or proposal; deadline for submission of sealed bids or proposals, and the address where complete specifications and bid/proposal instructions may be obtained and the contact person to whom questions may be addressed.

An announcement of an Invitation for Bid (IFB) or a Request for Proposal (RFP) will be placed in the Winston Salem Journal, Greensboro News and Record, High Point Enterprise, and the CGWS Website to publicize the intent of the School Food Authority to purchase needed items. The legal notice of advertisement for

bids/proposals will be run in these media outlets for a minimum of 1 days insertion.

2. In an IFB or RFP, each vendor will be given an opportunity to submit a bid or proposal using the same complete, adequate and realistic specifications.
3. Specifications will be developed and provided to all potential contractors seeking to submit bids or proposals for the products or services requested. Vendors will be selected to receive the solicitation using the following methods:
 - a. Prior acceptable service with the SFA
 - b. Purchase price
 - c. Reference or performance history of prior related service
 - d. Impact and ability of vendor to comply with USDA/NCDPI Food Service Regulations for Breakfast and Lunch
 - e. Other relevant factors cited on the Bid/RFP Evaluation Sheet
 - f. Attachment of vendor's Secretary of State Articles of Incorporation, most recent Public Health Inspection Certificate, ServSafe Certification, Certificate of general Liability

Any party that assists the SFA in the development of the written specifications, product descriptions or services to be provided, will be disqualified from submitting bids or proposals for such products or services. Potential vendors are prohibited from developing or assisting in the development of specifications, product descriptions or services to be provided.

4. If any potential vendor is in doubt as to the true meaning of the specifications or purchase conditions, an interpretation will be provided by CGWS Child Nutrition Administrator in concert with the Consulting Compliance Officer. If a single vendor requests clarification on an item in an IFB, RFP, or other solicitation, a response will be provided to all potential vendors that originally requested and/or received the solicitation.
5. The IFB or RFP will clearly define the purchase conditions. The following shall be addressed in the solicitation and final contract documents:
 - a. Intent of the procurement activity
 - b. Contract period
 - c. SFA is responsible for all contracts awarded (statement)
 - d. Date, time and location of pre-bid or pre-proposal meeting (if any)
 - e. Date, time and location of bid opening and bid/proposal submission procedures with SFA contact information
 - f. How the vendor is to be informed of bid/proposal acceptance or rejection
 - g. Type of contract (i.e. fixed price with firm price for delivery, etc.)
 - h. Specific requirements potential contractor must fulfill in order for the bid or proposal to be evaluated
 - i. Statement indicating any and all bids or proposals may be rejected at the discretion of the SFA

- j. Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required in accordance with the terms and conditions of the contract
- k. Statement regarding any contract extension or "rollover" options based upon the mutual agreement of both parties
- l. Statement concerning any intent for piggybacking should a reasonable need emerge
- m. Statement regarding the return of rebates, discounts and other purchase incentives to the SFA's non-profit School Nutrition account
- n. Historically Underused Businesses (HUB) Statement to involve minority businesses where possible
- o. Remedy for non-performance/termination of contract; termination provisions and the basis for any settlement for all purchases and service contracts over \$10,000.00
- p. Non-collusion statement
- q. Assurance of ethical practices statement
- r. Bid/proposal protest procedures
- s. Provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over \$10,000.00
- t. Instrument to be used for obtaining goods or services (such as a purchase order or other system of ordering) to be described by the SFA in detail, including how the contractor will be notified using the purchase instrument
- u. Escalation/de-escalation clause for future contract renewal periods (should such be allowed) based on appropriate standard or cost index
- v. Statement of assurance of protection under Civil Rights laws
- w. Provision requiring access by duly authorized representatives of the SFA, 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 all negotiated contracts
- x. Method of payment (invoices, statements, etc.)
- y. Method of shipment or delivery upon contract award
- z. Delivery schedule and delivery requirements
- aa. Provision requiring contractor to maintain all required records for three years plus the current year (and any contract periods open as a result of unresolved matter) after final payment and all other pending matters are closed for all negotiated contracts
- bb. Bid/proposal Certification form
- cc. Specifications that are sufficient to obtain the exact goods or services needed, but not so detailed as to restrict competition
- dd. Product/service specifications to include approved brand or equivalent, quantity, quality, packaging, pricing (unit and extended), procedures for documenting/pre-approving any substitutions or deviations
- ee. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan

- ff. Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
- gg. All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
- hh. Signed Certificate of Lobbying for all contracts over \$100,000.00
 - ii. Signed Statement of non-collusion
 - jj. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
- kk. Provision requiring "Buy American" as outlined in Policy Memorandum SP 38 - 2017; specific instructions for prior approval of any and all of non-domestic products
 - ll. Provision requiring the Contractor to abide with the Jessica Lunsford Act (sample language is attached with this document)
- mm. Provision indicating the SFA has complied with the Iran Divestment Act of 2015 (as modified).and has provided documentation the SFA is not doing business with an entity that does business with Iran.
- nn. The CGWS Consulting Compliance Officer in consult with the CGWS Child Nutrition Administrator will be responsible for publicly advertising and coordinating the procurement process for all purchases using School Nutrition funds. The CGWS Child Nutrition Administrator in consult with the CGWS Consulting Compliance Officer will be responsible for receiving and securing all bids, proposals, quotes and other collateral documents if indicated as part of the solicitation process.
- 6. The CGWS Consulting Compliance Officer in consult with the CGWS Child Nutrition Administrator will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education and that the Procurement Checklist shown at the end of this document will be completed for each formal procurement, signed and dated by the person named above and maintained on file with the original procurement documents.
- 7. The following criteria will be used to award contracts (based on bids or proposals):
 - a. Prior acceptable service with the SFA
 - b. Purchase price
 - c. Reference or performance history of prior related service
 - d. Impact and ability of vendor to comply with USDA/NCDPI Food Service Regulations for Breakfast and Lunch
 - e. Other relevant factors cited on the Bid/RFP Evaluation Sheet
 - f. Attachment of vendor's Secretary of State Articles of Incorporation, most recent Public Health Inspection Certificate, ServSafe Certification, Certificate of general Liability

8. In awarding RFP a set of award criterion in the form of a weighted objective evaluation tool will be provided to each potential vendor in the initial solicitation documents/materials. Price alone will not be the sole basis for award but remains the primary consideration when awarding the contract. Following evaluation and competitive negotiations, a firm fixed-price contract will be awarded to the successful vendor.
9. Contracts will be awarded to the most responsible bidder/proposer whose bid or proposal is most responsive to the solicitation and is most advantageous to the SFA, price, and other factors considered. Any and all quotes, bids or proposals may be rejected at the discretion of the SFA.
10. The CGWS School Administrator/Principal is required to sign the bid tabulation of competitive, sealed bids or the evaluation criterion score form of competitive proposals signifying a fair and impartial review and approval of the successful bidder/proposer.
11. The CGWS Child Nutrition Administrator in concert with the CGWS Consulting Compliance Officer will annually review the SFA's Written Procurement Plan in the context of current local, State and Federal regulations to ensure compliance with applicable laws. This individual will also be responsible to update the School Nutrition Procurement Plan as often as required to reflect current Federal, State and local procurement policies.
12. The CGWS Child Nutrition Administrator will be responsible for documentation that the actual product(s) or service(s) specified are received.
13. The CGWS Child Nutrition Administrator will oversee compliance with the *Buy American Provision* to ensure that all procurement transactions for food when funds are used from the nonprofit School Nutrition account, whether directly by an SFA or on its behalf, must comply with the *Buy American Provision*. The SFA will include requirements of the *Buy American Provision* in documented procurement procedures, and in all procurement solicitations and contracts, including domestic requirements in bid specifications and will monitor the resulting contract to ensure non-domestic products are not substituted without prior approval of the SFA official CGWS Child Nutrition Administrator authorized to determine whether the non-domestic item complies with the exemptions of the *Buy American Provision*.
14. Any time a previously agreed-upon item is not available, the CGWS Child Nutrition Administrator will review, select and approve the acceptable alternate. The contractor must inform the CGWS Child Nutrition Administrator no later than 24 hours that a product is not available and that a substitute item may be considered. The CGWS Child Nutrition Administrator in consultation with the CGWS Consulting Dietitian shall review and approve all product/service substitutions in advance and in writing to the contractor. No product or service shall be used in the School Nutrition program that was not approved, in writing, in advance by the CGWS Child Nutrition Administrator. In the event a non-

domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product from the School Nutrition Administrator.

15. Full documentation as to the reason an accepted item was unavailable, and the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for preparing and maintaining this documentation is the CGWS Child Nutrition Administrator.
16. The CGWS Child Nutrition Administrator will be responsible for maintaining all documentation of the procurement process and making documents available for review during announced and unannounced program reviews.
17. When appropriate and approved by the CGWS Child Nutrition Administrator, the SFA will exercise its option to purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.

B. Informal Procurement Procedures

1. When the cost of products or services is less than the LEA's small purchase threshold of \$90,000, or the Federal micro-purchasing threshold of \$10,000 (or the local micro-purchasing threshold of \$10,000, informal purchasing procedures including the Request for Quotes (RFQ) and Micro-purchasing Procedures (MPP) will be utilized.
2. When using a RFQ, the following procedures will apply:
 - a. Clearly written specifications will be prepared and provided to each potential vendor; the SFA's approved terms and conditions will also be provided to each potential vendor.
 - b. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three (3) vendors shall be contacted.
 - c. The CGWS Child Nutrition Administrator in concert with the CGWS Consulting Compliance Officer will be responsible for communicating with potential vendors when price quotes are required.
 - d. Price quotes will receive appropriate confidentiality before awarding a contract.
 - e. Quotes will be awarded by the CGWS School Administrator/Principal, CGWS Child Nutrition Administrator, CGWS Consulting Compliance Officer, and CGWS Consulting Dietitian. Quotes awarded will be to the lowest and best quote based upon quality, service, availability, price, and other references noted herein.

- f. The CGWS Child Nutrition Administrator will be responsible for documentation of procedures to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
 - g. The CGWS Child Nutrition Administrator will be responsible for documentation that the actual product(s) or service(s) specified is received.
 - h. Any time an accepted item is not available, the CGWS Child Nutrition Administrator will select and approve an acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
 - i. Bids will be awarded on the following criteria:
 - 1. Price
 - 2. Prior Contract Performance
 - 3. Requisition of the vendor/Contractor and their goods and services as cited through past performance with CGWS or by referral/reference from identified companies/organizations
 - j. The CGWS School Administrator/Principal is required to sign all quote tabulations, signifying a fair and equitable review and approval of the selections.
 - k. Quotes from an adequate number of qualified sources will be obtained. Where only one (1) quote is received, the district will provide written documentation as to why there were fewer than three (3) qualified quotes.
 - l. When appropriate and approved by the CGWS School Administrator/Principal, the SFA will purchase items that were previously competitively procured by the North Carolina Department of Administration, Purchase and Contract Division, using a duly awarded, active State Term Contract.
3. When using MPP, the following will apply:
- a. The CGWS School Administrator/Principal will determine whether the aggregate amount of purchases for goods and/or services does not exceed the micro-purchase threshold of (equal to or less than) \$10,000 (or the local micro-purchasing threshold of \$10,000, a micro-purchasing procedure may be utilized. In so doing, the CGWS School Administrator/Principal will be responsible to ensure that, under no condition, Will purchases be sub-divided into amounts of \$10,000 or less to Circumvent the formal and informal purchasing requirements.
 - b. Purchase orders may be solicited without quotes if the CGWS School Administrator/Principal determines such practice is consistent with micro-

purchasing regulations and consistent with the SFA's written Procurement Plan.

- c. The CGWS School Administrator/Principal may purchase products and services (similar or dissimilar, purchased at once, as a single, collective unit whose aggregate cost is less than or equal to \$10,000 in a single transaction, without obtaining competitive quotes as long as the CGWS School Administrator/Principal determines the price to be reasonable.
- d. The CGWS Child Nutrition Administrator in concert with the CGWS Consulting Compliance Officer shall ensure competition is achieved by distributing purchase transactions equitably among qualified sources where the price is reasonable. The CGWS Child Nutrition Administrator will document all micro-purchases on a *Micro-Purchase Tracking Form*.
- e. For purposes of micro-purchasing, a transaction shall be defined as "an occurrence in which two (2) or more entities exchange goods, services or money between or among them under an agreement formed for their mutual benefit."
- f. The CGWS Child Nutrition Administrator agrees to contact the State agency with any questions about allowable/unallowable micro-purchases, and further agrees to maintain all documentation to substantiate micro-purchases including the following:
 - 1. Rationale for using micro-purchasing;
 - 2. Estimated cost of the item/service to be procured (indicating a one-time purchase of \$10,000 or less or the micro-purchasing threshold established by the local BOD \$10,000);
 - 3. Name and address of the vendor;
 - 4. Documentation that purchases are made from a variety of potential vendors as opposed to a single vendor for the majority of micro-purchases;
 - 5. All micro-purchases were approved by the CGWS School Administrator/Principal prior to the initiation of a single micro-purchase.
- g. The CGWS School Administrator/Principal will be responsible for the documentation of records to fully explain the decision to use micro-purchasing and to document the micro-purchasing process and outcomes. Such records will be available for audit and review.
- h. The CGWS Child Nutrition Administrator will be responsible for documentation that the actual product or service as specified or required was purchased and received.

C. Sole Source of Non-competitive Procurement

When it is determined and documented that a product or service is available only from

a single source and when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, sole source or non-competitive negotiation procedures will be used and the following procedures shall apply:

1. Written specifications for the product or service will be prepared by the SFA.
2. The CGWS Child Nutrition Administrator will be responsible to prepare and issue a Request for Information (RFI) or other information collection tool to objectively determine whether the product or service, as described in the written specification, is available from one or more sources.
3. The CGWS Child Nutrition Administrator in concert with the CGWS Consulting Compliance Officer determines the product or services specified qualifies as a sole source procurement, s/he will be responsible for reviewing the procedures to ensure all requirements for using sole source or non-competitive negotiations are met; this individual shall also be responsible for preparing appropriate documents to fully explain the decision to use the sole source procurement process, including evidence indicating the goods or services were not available from other sources. The records will be available for audit and review.
4. The CGWS Child Nutrition Administrator in concert with the CGWS Consulting Compliance Officer will approve, in advance, all procurements, with the exception of product testing purchases, that result from a sole source or non-competitive negotiation.
5. The CGWS Child Nutrition Administrator will be responsible for obtaining prior written State agency approval of the sole source or non-competitive negotiation before entering into the purchase of a good or service and will also be responsible for maintaining such documentation on file.
6. Sole source procurement may be used for one-time purchases of a new food for product testing for which there is no brand equivalent in order to obtain product samples for conducting student taste acceptance. A record of non-competitive negotiation purchase shall be maintained by the CGWS Child Nutrition Administrator. The record of non-competitive purchases shall include, at minimum, the following:
 - a. Item name
 - b. Dollar amount
 - c. Vendor name and address, and
 - d. Written justification for non-competitive procurement
7. The CGWS Child Nutrition Administrator will be responsible for documentation that the actual product or service specified was received.

D. Emergency or "Pressing Need" Purchases

If it is necessary to make a one-time emergency procurement as a result of a serious, unforeseen event that requires an immediate response in order to obtain goods or services to continue meal service, protect students, personnel or SFA resources, for other purposes that support program accountability and integrity, an emergency purchase shall be made and a log of such purchases will be maintained by the CGWS Child Nutrition Administrator.

The following emergency procedures shall be followed:

1. All emergency procurements shall be approved by the CGWS School Administrator/Principal. At a minimum, the following emergency procurement procedures shall be documented:
 - a. Reason for the emergency
 - b. Good or service required
 - c. Cost (all costs to be included, shipping, installation, warranty, etc.)
 - d. Vendor name and address
 - e. Approval of the LEA official, if required.
2. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of "piggybacking" on the solicitation of another SFA, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:
 - a. The SFA that originated the solicitation must have included a "piggyback provision" in the original solicitation;
 - b. Documentation that a "pressing need" exists that requires piggybacking on another SFA's bid will be obtained;
 - c. Approval from the SFA's governing board will be obtained and documented;
 - d. Approval from the SFA that originated the IFB will be obtained and documented;
 - e. Approval from the vendor that was awarded the Contract (as a result of the IFB) will be obtained and documented;
 - f. A public notice of the district's *"Intent to Waive Competitive Bidding"* will be issued at least 10 days prior to the regularly scheduled governing board meeting;
 - g. Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
 - h. Notification to the vendor of final approval will be issued; and
 - i. A contract with the vendor will be developed.

Part III: Purchasing Cooperatives

The SFA shall be a voluntary participant in the North Carolina School Nutrition Procurement Alliance (NCPA). In doing so, the SFA shall agree to the terms and conditions established and subsequently modified by the NCPA's elected Board of Directors. The original signed agreement between the SFA and the NCPA shall remain on file in the office of the School Nutrition Administrator. (Note: If the SFA does not participate in the NCPA, this paragraph may be deleted.)

If the SFA is a member of a different voluntary procurement group or cooperative, a description of the cooperative should be included in this area of the plan. Specific roles and responsibilities associated with cooperative membership should be provided, in detail, in this location.

If the SFA plans to engage the services of a Group Purchasing Organization (GPO), the following procedures will be implemented to ensure the GPO has been competitively procured and in accordance with Federal and State procurement requirements:

N/A to Carter G. Woodson School.

Part IV: Additional Procurement Provisions

1. In order to evaluate a new product, the following methods will be used:
 - a. Three (3) quotes will be secured from qualified vendors
 - b. Quotes may be posted in the area daily newspapers and or secured directly through email
 - c. NCDPI Selection Tool Criteria Form will be utilized
2. Payment will be made to the contractor when all terms and conditions of the contract have been met and verified as stipulated in the contract. (If value added features are available, payment will be based on the mutually-agreed upon value added feature. For example, if prompt payment is made, discounts, etc. are allowable.)
3. Specifications will be updated by CGWS Child Nutrition Administrator as products change.
4. If a product or service is not received as specified, the following procedure will be implemented:
 - a. Vendor/Contractor will be given 48-72 hours to correct the specified product
 - b. If not met within fifteen (15) business days. CGWS reserves the right to begin cancellation of vendor/contractor agreement and receive any required transaction refunds pursuant to non-reimbursable meals or otherwise if any
5. If the SFA chooses to use the services of an entity to maximize allowable rebates, the following procedures will be implemented:

Typically, N/A to CGWS
6. The CGWS School Administrator/Principal will oversee the process of managing rebates (if and when applicable to CGWS provided by a third-party participant and will track all interactions with and rebates provided by said third party:
 - a. Provide written documentation to the third-party rebate provider that all

- rebates must accrue to the non-profit School Nutrition Account. All rebate checks must be made payable to the SFA's School Nutrition account.
- b. Document the deposit of all rebates into the non-profit School Nutrition account.

7. The CGWS SFA will designate an individual to monitor each contract to ensure the Contractor and the SFA adhere to all terms and conditions of the contract.

8. All contracts shall result in a fixed, firm price contract and/or cost-plus fixed fee contract.

NOTE: AFFIRMATIVE ACTION POLICY: With HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs) – MINORITY/WOMEN/HANDICAPPED BUSINESS ENTERPRISES. The policy of the CGWS Board is to actively seek to identify qualified minority, women and handicapped business enterprises and to offer them the opportunity to participate in the CGWS contracting and purchasing program.

Part V: Documentation and Records Retention

In all transactions except micro-purchases, the contractor shall agree to retain all invoices, records and other documents relative to the contract for a period of three (3) years after final payment plus the current year. The CGWS SFA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

The CGWS SFA shall agree to retain all books, journals, records and other documents relative to the award of the contract agreement for three (3) years after final payment. Specifically, the SFA shall maintain, at a minimum, the following documents:

- a. Written rationale for the method of procurement;
- b. A copy of the original solicitation;
- c. The selection of contract type;
- d. The bidding and negotiation history and working papers;
- e. The basis for contractor selection; and/or rejection
- f. Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- g. The basis for award where cost or price is not the primary factor for the decision;
- h. The terms and conditions of the contract;
- i. Any and all contract amendments or modifications;
- j. Billing and payment records;
- k. Any history of any contractor claims; and
- l. Any history of any contractor breaches.

The CGWS SFA will complete the most current *School Nutrition Procurement Checklist* for all purchases using School Nutrition funds. The checklist should remain on file with the district's procurement documents as an indicator the SFA has taken all reasonable efforts to procure goods and services in a manner that is consistent with Federal regulations and policy. The checklist is shown in Attachment B.

Part VI: Other Procurement Requirements

- A. All contractors must agree to abide with the terms and conditions of the Jessica Lunsford Act. The vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.
- B. The CGWS SFA will make all reasonable efforts to assure that minority businesses, women's business enterprises and labor surplus area firms are engaged in solicitations and awarded contracts when possible.
- C. The CGWS SFA and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- D. All Contractors must agree to abide with the requirement for Criminal Background Checks. The vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on CGWS SFA property or at CGWS SFA events. The Contractor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. CGWS SFA reserves the right to prohibit any individual employee of the vendor from providing services on Carter G. Woodson School property or at Carter G. Woodson School events if Carter G. Woodson School determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.
- E. The CGWS SFA must agree to abide with the IRAN DIVESTMENT ACT (as modified). N.C.G.S. 147- 86.59 which stipulates that before entering into any contact, the SFA

must determine whether the contracting entity appears on the State Treasurer's List of Prohibited Vendors. The list is routinely updated by the Office of the State Treasurer. You can access the list at:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

The Final Divestment List includes the names of vendors who appear to be engaged in "investment activities in Iran" based on Federal sanctions and other publicly available credible information. Vendors that appear on this list are ineligible to contract with the State of North Carolina or any subdivision of the State, including the School Nutrition Program. Prior to entering into a contract with a vendor, the CGWS SFA will check the Iran Final Divestment List to determine the potential vendor does not appear on the list. If however, the vendor does appear on the list, the SFA is prohibited from doing business with the vendor as required by N.C.G.S. 143-6A-4.

The CGWS SFA will document that any vendor with whom they enter into a contract does not appear on this list. To document this requirement, the CGWS SFA will print a copy of the most current Iran Final Divestment List as it appears on the State Treasurer's website, print the one-page document and attach it to the solicitation document/contract prior to executing the contract. \

- F. Should the CGWS-BOD determine it is in the best interest of the SFA to outsource the preparation of meals to a qualified catering company, the SFA agrees to notify the department before procuring the services of a catering company and to use the NC Department of Public Instruction's (NCDPI) RFP Template/Contract to solicit, evaluate, negotiate and contract with the successful vendor.
- G. Should the Carter G. Woodson School BOD determine it is in the best interest of the SFA to seek a for-profit Management Company to operate its non-profit School Nutrition Program, the Carter G. Woodson School shall notify the NCDPI of its intent to outsource the program no later than six months prior to the desired date of the contract. Further, the CGWS agrees to and agrees to use the solicitation/contract template required by the NCDPI and shall comply with the State and Federal guidelines for contracting with Management Companies. The CGWS-BOD further agrees to appoint a qualified employee of the CGWS to monitor the contract between the CGWS-SFA and the Management Company on daily basis.

Part VII: Contract Oversight

- A. The CGWS School Administrator/Principal shall designate an individual by name and title who will oversee each contract using School Nutrition funds to ensure all terms, conditions and deliverables are adhered to in a manner that is consistent with the contract.
- B. Each contract will be monitored on a frequency that is established at the beginning of the contract period; any failure of the contractor to abide with the terms and conditions of the contract will be reported to the School Nutrition Administrator immediately and immediate, documented corrective action will be required and/or contract termination proceedings will

begin.

- C. The SFA alone will be responsible, in accordance with good administrative practice and sound business judgment, of the settlement of all contractual and administrative issues arising out of procurements using School Nutrition funds. These issues include, but are not limited to, source evaluation, protests, disputes and claims. These standards do not relieve the CGWS SFA of any contractual responsibilities under its contracts.
- D. It is understood by the CGWS SFA that neither the US Department of Agriculture nor the North Carolina Department of Public Instruction will substitute their Judgment for that of the SFA and LEA unless the matter is primarily a Federal or State concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

Attachment A
Code of Ethics and/or Conflict of Interest Policy of the
Carter G. Woodson School - Board of Directors

The Carter G. Woodson School

437 Goldfloss Street
Winston Salem, NC 27127



Telephone (336) 723-6838
Fax (336) 723-6425

Website: www.cartergwoodsonschool.org

Board Conflict of Interest Policy_2020

THE CARTER G. WOODSON SCHOOL, INC.

(A North Carolina Nonprofit Corporation)

CONFLICT OF INTEREST, ANTI-NEPOTISM, GIFTS AND DISCLOSURE POLICY

The purpose of this **Conflict of Interest, Anti-Nepotism, Gifts and Disclosure Policy** ("Policy") is to protect the tax-exempt status of The Carter G. Woodson School, Inc. ("School") and to comply with all relevant laws of the State of North Carolina, including N.C. Gen. Stat. §§ 11 SC-218.15 and SSA-8-31, by identifying situations that present potential conflicts of interest, and to provide the School with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a Director, Officer, or Employee has or may have a Conflict of Interest with respect to the transaction. This Policy is also intended to ensure independent decision making by the Directors, Officers and Employees of the School, and to prevent the appearance of impropriety. In the event there is an inconsistency between the requirements and procedures prescribed herein and those in federal or state statutes and regulations, said statutes and regulations shall control.

1. Interpretation. This Policy shall be interpreted broadly.
2. Definitions. In addition to other terms defined elsewhere in this Policy, the following terms shall have the following meanings in this Policy, unless the context otherwise requires:
 - A. *Board* means the Board of Directors of the School.
 - B. A *Conflict of Interest* means any circumstance described in Sections 3 and 4 of this Policy.
 - C. A *Contract* or *Transaction* is any agreement or relationship involving employment, the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant or the establishment of any other type of pecuniary relationship. The making of a gift to the School is not a Contract or Transaction.
 - D. A *Director* means a voting member of the Board of Directors of the School, and shall not include an *ex officio* member of the Board.
 - E. An *Employee* means the School Administrator, any faculty member, staff or other employee of the School.
 - F. An *Entity* means a natural person, a corporation, a limited liability company, a limited liability partnership or other business organization.
 - G. *Immediate Family Member* means a spouse, parent, child, brother, sister, grandparent, or grandchild of a Responsible Person, including step, half, and in-law relationships, as defined by N.C. Gen. Stat. § 11 SC-12.2, or any successor statute.

H. A *Material Financial Interest* in an Entity is a financial interest of any kind, direct or indirect, that, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Immediate Family Member's judgment with respect to transactions to which the Entity is a party. This includes all forms of compensation.

I. An *Officer* shall include any officer of the Board and the School Administrator, as defined by the Bylaws.

J. A *Responsible Person* is any person serving as an Officer, Director, any member of a committee of the Board, any member of the Parent-Teacher-Student Advisory Committee, any member of the Community Partners Committee, or any Employee of the School.

K. *School* shall mean The Carter G. Woodson School, Inc. and the Carter G. Woodson charter school for which The Carter G. Woodson School, Inc. holds the charter.

L. *Supervisory Employee* shall mean the School Administrator and any Employee with supervisory authority over other Employees and independent contractors.

3. Directors. No voting member of the Board shall be an employee of a for profit company that provides substantial services to the School for a fee.

4. Employment or Engagement of Immediate Family Members.

A. Before an Immediate Family Member of any Director or Supervisory Employee shall be employed or engaged as an Employee, independent contractor, or otherwise by the Board, in any capacity, such proposed employment or engagement shall be:

- (i) disclosed to the Board; and
- (ii) approved by the Board in a duly called, open-session meeting.

B. The burden of disclosure of such a conflict of interest shall be on the applicable Director or Supervisory Employee.

C. If the requirements of this Section and the procedures described in Section 5 of this Policy are complied with, the School may employ or engage an Immediate Family Member of any Director or Supervisory Employee.

5. Conflict of Interest Defined. In addition to Section 3, for purposes of this Policy, the following circumstances shall be deemed to create Conflicts of Interest:

A. Outside Interests.

1) A Contract or Transaction between the School and a Responsible Person or Immediate Family Member.

2) A Contract or Transaction between the School and any Entity in which a Responsible Person or Immediate Family Member has a Material Financial Interest or of which such person is a director, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of said Entity.

B. Outside Activities.

1) A Responsible Person or Immediate Family Member competing with the School in the rendering of services or in any other Contract or Transaction with a third party.

2) A Responsible Person or Immediate Family Member having a Material Financial interest in; or serving as a director, officer, employee, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of, or consultant to, an Entity or individual that competes with the School in the provision of services or in any other Contract or Transaction with a third party.

C. Gifts, Gratuities and Entertainment. A Responsible Person or Immediate Family Member accepting gifts, entertainment, or other favors, from any individual or Entity that:

1) does business with or is seeking to do business with, or is a competitor of, the School; or

2) has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from the School; or

3) is a charitable organization; and

insignificant value or entertainment of nominal or insignificant value that are not related to any particular transaction or activity of the School.

5. Procedures for Conflict of Interest.

A. Before Board or committee action on a Contract or Transaction involving a Conflict of Interest, a Director, Officer or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting.

B. A Director, Officer or committee member who plans not to attend a meeting at which he or she has reason to believe that the Board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting. Such disclosure shall be reflected in the minutes of the meeting.

C. A person who has a Conflict of Interest shall not participate in or be permitted to hear the Board's or committee's discussion of the matter except to disclose material facts and to respond to questions. After disclosing material facts and responding to questions, the person who has a Conflict of Interest must be excused from the meeting during discussion of the matter. Such recusal shall be reflected in the minutes of the meeting.

D. A person who has a Conflict of Interest with respect to a Contract or Transaction that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a Conflict of Interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken. For purposes of this Subsection, a Director or Officer has a Conflict of Interest when he or she stands for election as an Officer or for re-election as a Director or an Officer.

E. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.

F. Responsible Persons who are not Directors, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to the Chair or the Chair's designee any Conflict of Interest that such Responsible Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Responsible Person. The Responsible Person shall refrain from any action that may affect the School's participation in such Contract or Transaction.

G. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the

F. In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether there exists a Conflict of Interest that is subject to this Policy.

7. Acceptance of Gifts. Responsible Persons and Immediate Family Members are prohibited from accepting gifts, money or gratuities from the following:

- A. Persons receiving benefits or services from the School;
- B. Entity performing or seeking to perform services under contract with the School;
and
- C. Entities who are otherwise in a position to benefit from the actions of the School.
- D. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the Employee is acting in any official capacity, honoraria received by an Employee in connection with activities relating to employment with the organization are to be paid to the School.

8. Confidentiality. Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of the School. Furthermore, a Responsible Person shall not disclose or use information relating to the business of the School for the personal profit or advantage of the Responsible Person or an Immediate Family Member.

9. Non-Disqualification of Directors. A Director shall not be disqualified from serving as a Director because of the existence of a conflict of interest, so long as the Director's actions comply with this Policy and applicable law.

10. Violations of the Policy.

A. If the Board or a committee has reasonable cause to believe a Responsible Person has failed to disclose actual or possible Conflict of Interest, or has otherwise violated this Policy, he or she shall inform the Responsible Person of the basis for such belief and afford the Responsible Person an opportunity to explain the alleged failure to disclose or violation.

8. If, after hearing the Responsible Person's response and after making further investigation as warranted by the circumstances, the Board or committee determines the Responsible Person has failed to disclose an actual or possible Conflict of Interest, or has otherwise violated this Policy, the Board shall take appropriate disciplinary and corrective action.

11. Meetings. All Board meetings in which matters relating to a Conflict of Interest shall be duly called open-session meetings.

12. Records of Proceedings. The minutes of all Board and committee meetings shall contain:

A. The identification and disclosure of a Conflict of Interest, or potential Conflict of Interest, including the names of the persons who disclosed or otherwise were found to have an actual or possible Conflict of Interest, the nature of the interest, any action taken to determine whether a Conflict of Interest was present, and the Board's or committee's decision as to whether a Conflict of Interest in fact existed.

B. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

C. The fact that the person with the Conflict of Interest was recused from the discussion, consideration, or vote on a matter that is the subject of a Conflict of Interest.

13. Review of Policy.

A. To ensure the School operates in a manner consistent with charitable purposes, consistent with federal and State law, and does not engage in activities that could jeopardize its tax-exempt status or its Charter, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- 1) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and
- 2) Whether partnerships, joint ventures, and arrangements with management Schools conform to the School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

14. Use of Outside Experts. When conducting the periodic reviews as provided for in Section 12, the School may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

15. Annual Statements.

A. Each new Responsible Person shall be required to review a copy of this Policy and to acknowledge in writing that he or she has done so.

B. Each Responsible Person shall annually complete and sign a statement and disclosure form which affirm such person:


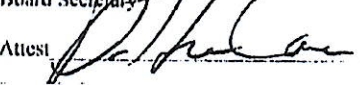
- 1) Has received a copy of this Policy,
- 2) Has read and understands the Policy .
- 3) Has agreed to comply with the Policy,

4) Understands that the School is a charitable organization and in order to maintain its federal tax exemption status and its Charter it must engage primarily in activities which accomplish one or more of its tax-exempt purposes and comply with other relevant federal and state statutes and regulations , and

5) Identifies any relationships, positions, or circumstances in which the Responsible Person is involved that he or she believes could contribute to a Conflict of Interest arising. Such relationships, positions , or circumstances might include service as a Director of or consultant to a not-for-profit organization, or ownership of a business that might provide goods or services to the School.

Any such information regarding business interests of a Responsible Person or an Immediate Family Member shall be treated as confidential and shall generally be made available only to the Chair, the School Administrator, and any committee appointed to address Conflicts of Interest, except to the extent additional disclosure is necessary in connection with the implementation of this Policy.

I certify that the foregoing Policy and attachment statement constitute the Conflict of Interest Anti-Nepotism, Gifts and Disclosure Policy of the School, superseding any prior Conflict of Interest Policy, and adopted by the Board of Directors on the 8th day of August, 2018.


Board Secretary

Attest
Chairman of the Board

The Carter G. Woodson School, Inc.

Conflict of Interest, Anti- Nepotism, Gifts and Disclosure Policy
Replacing Conflict of Interest Policy Adopted November 7, 2011
Page 7 of 9

CARTER G. WOODSON SCHOOL, INC.

(A North Carolina Nonprofit School)

CONFLICT OF INTEREST STATEMENT

I, certify that:

- a. I have received a copy of the Conflict of Interest, Anti-Nepotism, Gifts and Disclosure Policy,
- b. I have read and understand the Policy,
- c. I have agreed to comply with the Policy,
- d. I understand the School is charitable and in order to maintain its federal tax exemption status and its Charter it must engage primarily in activities which accomplish one or more of its tax-exempt purposes and comply with other relevant federal and state statutes and regulations, and
- e. During the past year, neither I, nor to the best of my knowledge, any member of my family has had an interest or taken any action which would contravene the Policy.

This the _____ day of _____, 20_____.

Signature

Print Name

Position

Attachment B

Specific Procurement Procedures for the purchase of all goods and services by the SFA.

Category of Items to be Purchased	Procurement Method to be Used	Method of Award (line item, bottom line, market basket etc.)	Frequency of Purchase
Food and Non-Food Supplies (over small purchase threshold)	Request for Proposal (RFP)	Bottom Line	Annually
Food and Non-Food Supplies (under small purchase threshold)	Request For Quote/RFQ, Micro-Purchase	Bottom line	Semi-Annually or as needed
Equipment (Under Small Purchase Threshold)	Request for Quote or Micro Purchase	Bottom Line	Semi-Annually or as needed
Equipment (Above Small Purchase Threshold)	Invitation For Bid (IFB) or RFP	Bottom Line	Semi-Annually or as needed

Note: What is the difference between invitation for bid and request for bid?

An IFB differs from a request for proposal, in that the objective is to obtain contractors' proposals concerning the costs to complete the project with less emphasis on the bidder introducing its own ideas for how to complete a project or perform the service.

Note: A request for quotation (RFQ) is a standard business process whose purpose is to invite suppliers into a bidding process to bid on specific products or services. **RFQ generally means the same thing as ITB (Invitation to Bid) or IFB (Invitation For Bid).** An RFQ typically involves more than the price per item.

Attachment C **Procurement Checklist**

Goods/Services to be procured: _____

Procurement date: _____

Person overseeing procurement process: _____

This checklist will be used when preparing solicitation documents, conducting informal and formal procurements, evaluating bids and proposals and executing contracts that involve the use of School Nutrition Funds.

Procurement Plan:

- _____ Written procurement plan
- _____ Authorized purchaser(s) specified
- _____ Detailed procurement methods to be used (quotes, IFB, RFP, micro-purchasing, non-competitive negotiation) including detailed procedures for each purchasing method
- _____ Advertising procedures
- _____ Award method clearly described (i.e., line item, bottom line, market basket analysis or written evaluation of product/service)
- _____ Vendor notification of award/non-award of contract
- _____ Code of ethics/conflict of interest policy
- _____ Instructions for documentation and record-keeping
- _____ Assignment for Contract oversight
- _____ Assurance of compliance with all Federal procurement policies
- _____ Assurance of compliance with all State procurement policies
- _____ Other local requirements

Procurement Procedures:

- _____ Letter of invitation
- _____ Intent of procurement activity
- _____ Contract time-period
- _____ Bid/proposal/quote submission procedures (i.e. sealed bid, written, etc.)
- _____ Pre-bid/proposal meeting date/time/location (if applicable)
- _____ Bid opening date/time/location; Proposal opening procedures

- _____ Contact information
- _____ Civil Rights Statement
- _____ Other local requirements

Terms and Conditions:

- _____ Certification regarding disclosure of lobbying (\$100,000+)
- _____ Debarment/suspension certification form (\$25,000+)
- _____ Non-collusion statement
- _____ Assurance of ethical practices

Procurement Checklist (continued)

- _____ Escalation/de-escalation clause
- _____ Price determination statement (fixed, fixed with firm price for delivery, etc.)
- _____ Contract Extension or "roll-over" clause if warranted
- _____ Buy American statement and instructions
- _____ Bid/proposal protest procedures
- _____ Remedy for non-performance/termination of contract
- _____ HUB statement to involve minority business where possible
- _____ "Equal Employment Opportunity" compliance statement (\$10,000+)
- _____ Energy Policy and Conservation Act statement
- _____ Clean Air/Water Act statement (\$100,000+)
- _____ Civil Rights Act statement
- _____ Compliance with the Jessica Lunsford Act
- _____ Return of Discounts, Credits and Rebates to SFA statement
- _____ Record retention and record access requirements (records maintained for three years (plus the current year) from final payment of contract and/or renewal; all base solicitations must be maintained for three years after the final payment on the contract)
- _____ Method of shipment/delivery requirements
- _____ Method of payment, invoices, statements, etc.
- _____ Purchase instrument to be used and how vendor will receive purchase orders
- _____ Bid certification form
- _____ Other State or local requirements
- _____ Specifications that are sufficiently detailed to get what is needed but not so specific as to restrict competition
- _____ Product specifications (approved brand and/or equivalent)
- _____ Quantity
- _____ Quality
- _____ Packaging
- _____ Pricing (unit and extended)
- _____ Procedure for documenting/pre-approving any substitutions and/or deviations
- _____ Other local requirements

Documentation and Records:

- _____ All IFBs/RFPs/RFQs with appropriate documentation and signatures of authorized purchasers maintained on the original solicitations
- _____ Comparison charts to document procurement decisions and contract awards

- _____ Record of public bid openings and/or proposal openings if proposals will be publicly opened
- _____ Copies of contract award/non-award letters
- _____ Copies of advertisements for solicitation of good/services
- _____ Determination/document of correct procurement method used
- _____ Evaluation of escalation/de-escalation clause
- _____ Evaluation of Contract Extension/Amendment (roll-over clause)

Procurement Checklist (continued)

- _____ Evaluation/documentation of contract re-negotiations/changes to original contract at the timelines and under the same conditions specified in the original solicitation document
- _____ Evaluation of return of discounts, credits and rebates (as applicable) and detailed procedure indicating how/when the discounts, rebates and credits would be assigned to the SFA by the contractor
- _____ Evaluation of whether procurement methods/activities are consistent with the SFA's approved written procurement plan
- _____ Evaluation of procedures for ensuring records retention requirements are met and where/how all documents pertaining to the solicitation and contract/contract amendments will be maintained
- _____ Non-competitive purchases (sole source, emergency, etc.) are appropriately documented and have received approval from State agency or governing board prior to award, including purchases through means of *piggybacking* onto another SFA's solicitation document
- _____ Invoices/payments for items purchased with school nutrition funds
- _____ Documentation of any contractor performance or breach of contract from vendors
- _____ Provision requiring the SFA to abide with the Iran Divestment Act of 2015, as amended
- _____ Other local requirements

Updated to reflect Federal Regulations – March, 2019

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a 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.

This institution is an equal opportunity provider.