***This procurement plan document is a prototype and is not intended to be all inclusive. The School Food Authority (SFA) is ultimately responsible to ensure that the plan complies with all Federal Regulations and policies, State requirements, and local procurement policies and that the most restrictive of these is used (2 CFR 200.318). The SFA should use the Procurement Manual to assist with detailing specific procedures for their district. The applicable section of the Procurement Manual is referenced throughout for your convenience.***

***Items in blue need modification to match the requirements of the SNP and local BOE.***

**(INSERT County/City) School Nutrition Procurement Plan**

**OVERVIEW**

The (INSERT County/City) 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.

The following (INSERT staff name and titles or those responsible) are responsible for implementing or insuring execution of the procurement plan as written:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of School Food Authority (SFA) Certification of Annual Review

The procurement plan and procedures contained within this document will be implemented on **DATE** 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

Reviewed: Dates and by whom (use initials):

Revised/Updated: Dates and by whom (use initials):

**(INSERT County/City) School Nutrition Program**

**Procurement & Bid Procedures**

**OVERVIEW OF (INSERT County/City)** **PROCUREMENT** **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 primary purpose of this procurement plan is to ensure open and free competition exists to the maximum extent possible. The procurement process practiced by the SNP must not restrict or eliminate competition.

The (INSERT County/City) School Nutrition Program will forecast projections of the amounts of goods or services to be purchased by using (insert your forecasting method(s) or procedure here. Refer to Procurement Manual Section 2.1)

1. Items valued at $10,000 or less may be procured following the **micro-purchase method**.
2. Items valued at more than $10,000 but less than (INSERT $250,000 or more restrictive local amount for informal purchase method) or when quotes are collected for items valued at less than $10,000 will be purchased using the informal **small purchase method**.
3. All solicitations valued in excess of $250,000 or more restrictive or more must be advertised for bids or proposal under the **formal purchase methods**.

 (Refer to Procurement Manual Section 2.1A)

**PROCUREMENT METHODS:**

1. **MICRO PURCHASE METHOD: less than or equal to $10,000
(or more restrictive, if applicable):**

Any item(s) with a forecasted value of less than or equal to $10,000 will be procured by the Micro Purchase procurement procedure (2 CFR 200.67 & 2 CFR 200.320 (a)). These purchases may be awarded without soliciting competitive quotes if the entity considers the price reasonable, keeping in mind that multiple purchases throughout the year must be equitably split among all qualifying vendors.

(List all steps taken in your micro-purchasing process. Refer to Procurement Manual Section 2.2A and Attachment B. If purchasing capital equipment, refer to section 3.1 D and
Attachment G.)

1. **SMALL PURCHASE METHOD: Up to $250,000
(or more restrictive, if applicable):**

Small purchase procedures utilize informal procurement methods for securing goods and services that does not exceed **$250,000**. Quotes from more than one (1) qualified vendor/supplier will be obtained and documentation will be maintained. (2 CFR 200.88 & 2 CFR 200.320 (b)).

(List all steps taken in your small purchase process listing all items that are secured by small purchase procedures. Identify the name of the individual or designee that will be responsible for documenting that the actual product is received as specified and who will review and maintain all documentation. Refer to Procurement Manual Section 2.2B and Attachment C. If purchasing capital equipment, refer to section 3.1 D and Attachment G.)

1. **COMPETITIVE PURCHASE METHODS: $250,000.00+
(or more restrictive, if applicable.)**

This method applies to purchases of goods or services when the aggregate cost amount is more than $250,000 or more restrictive. The competitive procurement method requires the use of an Invitation for Bid (IFB) or a Request for Proposal (RFP).

***1. INVITATION FOR BID (IFB):***

All goods/services with a forecasted value exceeding $250,000 may utilize a formal competitive ***bid*** (2 CFR 200.320(c)) 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.

(List all steps taken with soliciting bids using an IFB and list items that are secured using a formal competitive bid. Identify the name of the individual or designee that will be responsible for review and approval of selection(s). Refer to Procurement Manual Section 2.2C.

Also, refer to Procurement Manual Sections, 3.1B for Geographical Preference, Attachment L for Contract Provisions. If purchasing capital equipment, refer to section 3.1 D and
Attachment G.)

***2.*  *REQUEST FOR PROPOSAL (RFP):***

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

(List all steps taken when soliciting proposals using an RFP and list items that are secured by formal competitive proposals. Identify the name of the individual or designee that will be responsible for securing all RFPs and for review and approval of selection(s). Refer to Procurement Manual Section 2.2D. Also, refer to Procurement Manual Sections 3.1B for Geographical Preference, and Attachment L for Contract Provisions. If purchasing capital equipment, refer to section 3.1 D and Attachment G.)

1. **NON-COMPETITIVE PROPOSAL METHOD (2 CFR 200.320(f)):**

Whenever possible, items which are available only from a *Single Source* will be avoided.

(List all steps taken for Non-Competitive Proposals. Identify the name of the individual or designee who is responsible for documenting the decision to use the non-competitive proposal and ensuring that the actual product specified was received. Refer to Procurement Manual Section 2.2E).

 **1. EMERGENCY PROCUREMENT***:*Emergency procurement is used in the rare event when there is not enough time or a short period of time to allow for proper procurement. Documentation will be collected and maintained.

(List emergency situations, steps taken, and any documentation used. Refer to Procurement Manual Section 2.2E.1 and Attachment E).

**ADDITIONAL PROCUREMENT OPTIONS AND FACTORS:**

**A. THIRD-PARTY ENTITY:**

When using a Third-Party Entity, such as a group purchasing organization (GPO), non-Child Nutrition Program entity, or statewide contracts (not vetted by the Georgia Department of Education (GaDOE) School Nutrition Program), the (INSERT County/City) School Nutrition Program will use the Group Purchasing Entity’s pricing as one source when soliciting price/rate quotes.

(The SFA should describe local procedures to be followed when participating in non-Child Nutrition Program cooperative agreements, buying groups, or statewide government contracts. Refer to Procurement Manual Section 2.3A, 2 CFR 200.320(b), and USDA Memo SP05-2017).

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.

(Refer to Procurement Manual Section 2.3A and list the inter-agency agreement used and the procedure used to utilize this entity.)

 **B. SCHOOL NUTRITION COOPERATIVES:**

The (INSERT County/City) School Nutrition Program will utilize collaborative efforts for procurement in order to encourage competitive pricing and increase buying power through a school nutrition cooperative.

(The SFA should describe local procedures to be followed when participating in a School Nutrition Program cooperative agreement procurement. Include the name(s) of the cooperative(s). Include which products and/or services to be procured through the cooperative. Refer to Procurement Manual Section 2.3B)

 **C. PIGGYBACKING:**

The (INSERT County/City) School Nutrition Program may choose to piggyback onto a solicitation for goods/services under the same terms, costs, and conditions. (Insert Name) will be included as a participant on the original solicitation or ensure that the solicitation and contract include language for the addition of parties and specifies applicable limits without causing a material change. All documentation will be acquired and maintained for the length of the contract plus five years. The contract will be monitored to ensure compliance.

(The SFA should insert local procedures to be followed when participating in piggybacking and include any documentation for the piggybacking agreement. Include the name(s) of the district(s) and/or the products and/or service to be procured through piggy backing. Refer to Procurement Manual Section 2.3C and Attachment K and USDA Memo SP 05-2017)

 **D. MARKET BASKET ANALYSIS:**

The (INSERT County/City) School Nutrition Program will use market basket analysis to award contracts based on an evaluation of the lowest price a vendor can offer for a representative of (INSERT %) of goods the program operator wishes to obtain.

(The SFA must insert local procurement procedures to be implemented when conducting market basket analysis as part of the procurement process, including the percentage (%) of goods the program operator wishes to obtain. Refer to Procurement Manual Section 2.3D and USDA Policy Memo SP 04-2018).

 **E. FOOD SERVICE MANAGEMENT COMPANY (FSMC):**

The (INSERT County/City) School Nutrition Program will comply with existing Federal, State and local procurement requirements when obtaining the services of an FSMC.

(List all steps taken for procuring the FSMC. List procurement method used. Identify the name of the individual or designee responsible for documenting the decision, contract monitoring and maintaining signed and dated documents. Refer to Procurement Manual Section 2.3E and
7 CFR 210.16)

 **F. PROCESSING:**

The (INSERT County/City) School Nutrition Program will comply with existing Federal, State and local procurement requirements when procuring a Processor to convert raw, bulk USDA foods into ready-to-use end products.

(List all steps taken for procuring a Processor for processed end products. List procurement method used and describe how you will account for all credits and rebates related to the value of the USDA food in the end products. Identify the name of the individual or designee responsible for documenting the decision, contract monitoring and maintaining signed and dated documents. Refer to Procurement Manual Section 2.3F and 7 CFR 250.30-39.

 **G. DISCOUNTS, REBATES AND CREDITS:**

The (INSERT County/City) School Nutrition Program will ensure discounts, rebates, and other applicable credits are applied. Discounts, rebates and credits will be clearly identified on invoices submitted for payment monthly. Documentation will include the reason or explanation for any applied credit.

(List procedures implemented to ensure all discounts, rebates, and credits are accounted for and documented accordingly. Identify the name of the individual or designee responsible for contract monitoring and maintaining signed and dated documents. Determination of allowable costs must comply with applicable regulations and Office of Management and Budget (OMB) cost circulars. Refer to Procurement Manual Section 2.3G and 7 CFR 210.21(f).)

 **H. BUY AMERICAN PROVISION: (7 CFR 210.21 (d))**

The (INSERT County/City) School Nutrition Program will exhaust every effort to comply with the Buy American Provision (food purchases only). Documentation must be received that (1) requests consideration on the use of domestic alternative foods before approving an exception (2) the use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and (3) the use of a non-domestic alternative food due to the domestic good not produced or manufactured in enough and reasonable available quantities of a satisfactory quality.

(List procedures used to ensure Buy American compliance, including justification of exceptions, provision monitoring, training of SN staff and documentation. Refer to Procurement Manual Section 3.1A, 7 CFR 210.21(d), USDA Memo SP 02-2017, & SP 38-2017 and Attachment F)

**I. CONTRACTING WITH SMALL, MINORITY, AND WOMEN’S BUSINESSES:**

Positive efforts will be made to utilize small businesses, women, andminority-owned business sources, giving them the maximum feasible opportunity to compete.

(List steps to ensure small, minority, and women’s businesses will have the opportunity to compete for solicitations. Refer to Procurement Manual Section 3.1C and 2 CFR 200.321.)

 **J. CODE OF CONDUCT:**

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.

(List process for ensuring employees maintain a standard of conduct, including list of applicable positions, monetary threshold for receiving gifts, and disciplinary actions. Refer to Procurement Manual Section 1.1 and Attachment A.)

 **K. REVIEW OF TRANSACTIONS:**

The (INSERT County/City) 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)).

(Refer to Procurement Manual Section 2.2 C (12) AND 2.2 D (13) and identify the name of the individual who is responsible for the oversight.)

 **L. TRAINING:**

Basic procurement training will occur for all school nutrition professionals on an annual basis. (Insert name of the individual or designee) will record and maintain supporting documentation
 of all training for each school nutrition employee.

(List training schedule and topics for school nutrition staff. Refer to Procurement Manual
Section 3.2 and 7 CFR 235.11 and SP 05-2020.)

 **M. PROCUREMENT METHODS TIMELINE:**

A Procurement Methods timeline will identify each category of goods or services forecasted to be procured for the year and the anticipated acquisition frequency, procurement method, and monitoring frequency for each corresponding category.

(Refer to Procurement Manual Attachment D and identify the information that is applicable.)