

Weld RE-4 Nutrition Services Department Procurement Policy and Procedures

Weld RE-4 Nutrition Services will adhere to the following policy requirements for any procurement related to food service:

Purchases:

- Purchases greater than \$25,000:
 - If the amount exceeds twenty-five thousand dollars (\$25,000.00) this is considered a **formal purchase**, and a contract must be awarded through a formal bid process. A call for bids or request for proposals shall be posted on the district's website. Invitation letters and emails will be sent to all potential vendors. No contract shall be divided for the purpose of avoiding this paragraph.
- Purchases greater than \$5,000 and less than \$25,000:
 - Weld RE-4 Nutrition Services will obtain **competitive bids** (quotes) when any purchase will cost more than five thousand dollars (\$5,000.00) and less than twenty-five thousand dollars (\$25,000.00).
- Purchases less than \$5,000:
 - Any purchase greater than three thousand dollars (\$3,000.00) and less than then five thousand dollars (\$5,000.00) is considered a **small purchase** and does not require a bid process, however, the small purchase shall be made on a competitive basis.
 - Any purchase below three thousand dollars (\$3,000.00) is considered a **micro-purchase**. Micro-purchases may be awarded without soliciting competitive quotes if the price is considered reasonable. To the extent feasible, however, Weld RE-4 Nutrition Services must distribute micro-purchases equitably among qualified suppliers.
 - Any capital equipment purchase, in excess of the district's capitalization threshold (\$5,000.00) will complete the CDE Office of School Nutrition **Equipment Purchase Approval Tree** process to determine if the planned equipment is allowable and to determine if the equipment is on the prior approval list. If the capital equipment is not on the prior approval list, Weld RE-4 Nutrition Services will seek approval from CDE Office of School Nutrition before making the purchase.

Bid Specifications:

Weld RE-4 Nutrition Services contracts will not be awarded to any potential vendors who write any of the bid specifications, the solicitation documents, or any of the contract language.

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

Geographic Preference:

No Geographic Preference (advantage based on location) is allowed with federal funds except for documented Farm to School (Farm to Plate) efforts. Therefore, as part of Farm to School Weld RE-4 Nutrition Services may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products only.

Decision Making Practices:

- Weld RE-4 Nutrition Services will take steps to assure that small, minority and women’s business enterprises and labor surplus firms are used when possible by adding a factor on the decision making matrix.
- A cost or price analysis in connection with every procurement bid will be performed based on an independent estimate made before bids or proposals are received.

Buy American:

Weld RE-4 Nutrition Services will adhere to “Buy American” for the food service program and is required to purchase, to the maximum extent possible, domestic products for use in meals served in our Child Nutrition Program. However, Exceptions are allowed when:

- Food preferences can only be met with foreign goods
- Insufficient quantity and/or quality is available in the USA
- Domestic cost is **significantly** higher

Debarment and Suspension:

All food service contracts to be paid with Federal assistance expected to equal or exceed \$25,000.00, Weld RE-4 Nutrition Services will obtain verification regarding debarment, suspension, ineligibility, and voluntary exclusion by including a suspension and debarment statement within the text of all contracts.

Standard of Conduct for Weld RE-4 Nutrition Services Employees:

Weld RE-4 Nutrition Services maintains the following code of conduct for any employees engaged in award and administration of contracts supported by Federal Funds:

- No Weld RE-4 Nutrition Service employees will engage in any procurement when there is a conflict of interest, real or perceived, and Weld RE-4 Nutrition Service employees cannot solicit or accept any gratuities, favors or anything of monetary value from prospective vendors.
- No Weld RE-4 Nutrition Service employee shall participate in the selection, award or administration of a contract when any of the following persons have a financial interest in the firm selected for award:
 - The employee
 - Any member of his/her immediate family
 - People with whom there is an affectionate personal relationship
 - An organization which employs or is about to employ any of the above
- Weld RE-4 Nutrition Service would like all employees to behave with the utmost integrity and never be self-serving, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.
- Employees found to be in violation of this policy are subject to disciplinary action. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, or termination.

Contract Administration:

Weld RE-4 Nutrition Service will maintain a contract administration system which will ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Weld RE-4 Nutrition Service Director will review all aspects of any contractor bid documents, expenditures, processes, and

procedural aspects to ensure compliance with all federal, state, and school district regulations.

Discounts, Rebates, Credits:

Weld RE-4 Nutrition Service will verify that all food program contracts and procurements are net of all applicable discounts, rebates, and credits. All contractors will maintain records and source documents in support of all costs, discounts, rebates, and credits.

Records Retention:

Weld RE-4 Nutrition Service will retain all food program records for three years after final payments and/or three years after any pending matters have been closed and completed.

Bid Protest Procedures:

Any bidder, person, or entity may file a bid protest with Weld RE-4 Nutrition Service. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the Weld RE-4 Nutrition Service Director no later than 3 business days after the date of the Bid award or notice of unsuccessful bid.

Weld RE-4 Nutrition Service Director will investigate the basis for the Bid protest and analyze all facts. Weld RE-4 Nutrition Service Director will notify the Bidder whose Bid is the subject of the Bid protest of evidence found as a result of the investigation, and afford the Bidder an opportunity to rebut such evidence, and permit the Bidder to present any evidence that the bid and/or contract award was done in an unfair or biased manner. The Weld RE-4 Nutrition Service Director will review the information provided from the Bidder and provide a written response. If further action is needed, the information will be provided to the Weld RE-4 Assistant Superintendent of Business Services and a written decision will be provided within 15 business days following receipt of this Bid protest information, unless factors beyond reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit.

The decision will state the reasons for the action taken by Weld RE-4 Nutrition Service. A copy of this decision will be furnished to the protestor and any other parties affected.