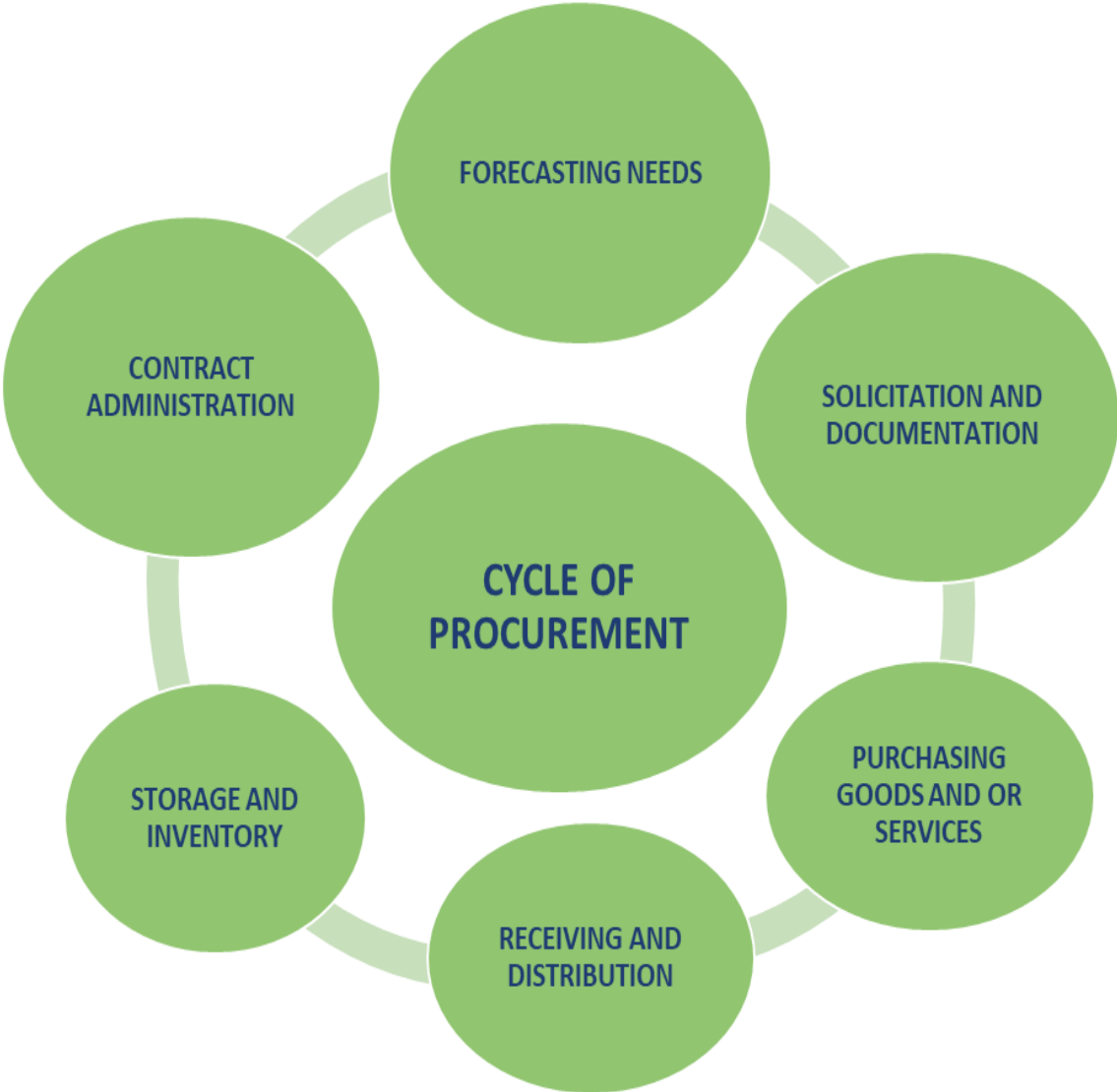


TERRELL COUNTY NUTRITION SERVICES PROCUREMENT PLAN

ASHLEY PRESTON SCHOOL NURTITION DIRECTOR



Civil Rights Assurance

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

USDA Nondiscrimination Statement

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.

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Terrell County Nutrition Services (LEA)

Procurement Plan/Procedures

School Nutrition Program

The procurement plan and procedures contained within this document will be implemented on **DATE** and will be in effect from this date forward until amended. All procurement must adhere to free and open competition. Source documentation will be available to determine open competition, if costs are reasonable and allowable, and how costs are allocated using school nutrition funds.

This Procurement Plan and Procedures meet Federal, State, and local laws, regulations, and policy and will be used to purchase food, equipment, supplies, and services with the non-profit school food service account funds.

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): _____

Section 1.1

OVERVIEW

Procurement Plan Overview:

The Terrell County school nutrition program will follow its own established procurement procedures plan reflecting applicable State and local laws, regulations, and policy conforming to applicable Federal law and regulations. (7 CFR 210.21(a), 2 CFR 200.318-326 and Appendix II to Part 200). The SFA will be responsible for maintaining all documentation of the procurement process. 2 CFR 200.318(a).

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)); Child and Adult Care Food Program (CACFP, 7 CFR 225.17); Summer Food Service Program (SFSP, 7 CFR 226.22); and Food Distribution Program (7 CFR 250.4(d)) with all program specific procurement requirements as appropriate.

The following Ashley Preston are responsible for implementing or insuring execution of the procurement plan as written.

Section 1.2

Code of Conduct

A Code of Conduct is required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements 2 CFR Part 200.318(c)(1), State Procurement Code and Regulations, and Terrell County School District Department of Purchasing.

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.

No employee, officer, or agent of the Board of Education shall participate in the selection, award, or administration of a contract supported by school nutrition program funds if a conflict of interest, real or apparent, would be involved.

Conflicts of interest arise when any of the following has a financial interest or other interest in or a tangible personal benefit from a firm selected for the award: the employee, officer, or agent, any member of their immediate family, or his or her partner or organization, which employs or is about to employ any of the above.

The officers, employees, and agents of the Board of Education may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Failure of any employee to abide by the above-stated Code will result in appropriate disciplinary action, including fines, reprimand, suspension, or dismissal. Disciplinary actions, as outlined in district policy will be applied for violations of such standards by officers, employees, or agents of the organization (2 CFR 200.318(c)(1)).

Interpretation of the Code will be given at any time by contacting the SFA or designee. The Terrell County Board of Education will not be responsible for any other explanation or interpretation, which anyone presumes to make on behalf of the School Food Authority.

A Code of Conduct with each SNP employee's signature of agreement will be kept on file with the SNP Director and/or assigned Managers (See Attachment A).

CHAPTER 2

Procurement Methods

Section 2.1 Pre-Procurement Forecasting:

The Terrell County School Nutrition Program will forecast projections of the amounts of goods or services to be purchased. Once projected quantities are determined the School Food Authority (SFA) will select the correct method of procurement for the item(s).

The SFA will (insert SFA's forecasting method/procedure).

Section 2.1A 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.

- Items valued at \$10,000 or less may be procured following micro-purchase methods.
- Items valued at more than \$10,000 or less than (insert maximum amount for informal purchase method) will be purchased using informal small purchase methods.
- All solicitations valued at \$250,000 or more must be advertised for bids or proposal under the formal purchase methods.

Section 2.1A Competition: 2 CFR 200.319

All procurement transactions must be conducted in a manner providing full and open competition consistent with the Federal regulations 2 CFR 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

The SFA must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the SFA must not preclude potential bidders from qualifying during the solicitation period.

Procurement Methods

Section 2.2

Section 2.2A – MICRO PURCHASE METHOD – less than or equal to \$10,000:

Any item(s) with a forecasted value of less than or equal to \$10,000 may be procured by Micro Purchase procurement procedures (2 CFR 200.67 & 2 CFR 200.320 (a)). When the aggregate amount of purchases for each transaction was forecast to be less than \$10,000, the following procedures will be used:

1. The SFA must forecast the value of the item(s) desired to be purchased prior to making the purchase to determine if the value will exceed \$10,000 or a more restrictive threshold.
2. Develop a specification for the product(s) to be procured. This can be done by creating a list like a personal shopping list one would use when shopping for personal needs.
3. Purchases within the micro-purchase threshold can be awarded without soliciting competitive price quotations if the price is reasonable.
4. REASONABLE PRICE: Ways to verify the reasonableness of a price is to compare previous purchases, have personal knowledge of the item being purchased, or compare to similar items being purchased. All research conducted should be documented. However, if the SFA contacts multiple potential suppliers and requests pricing for the item(s) to be purchased, the SFA is conducting a procurement using the *SMALL PURCHASE METHOD*.
5. The distribution of forecasted purchases among qualified suppliers is done by choosing one qualified supplier for the purchase and another qualified supplier the next time a micro purchase is made. The SFA will ensure equitable distribution among qualified suppliers when same or similar items are procured as cited in 2 CFR 200.320(a).
6. Each of the purchase transactions cannot exceed \$10,000.
7. RECORDS: Records will be maintained for all purchases regardless of the procurement method used. Micro purchase documentation may include cash register receipts, purchase orders, invoices, canceled checks or other documentation showing the quantity purchased and the amount paid.
8. A sample micro purchase log is provided. See Attachment B.
9. A new product may be purchased on a one-time basis if the purpose is to evaluate the product. Cost of the product must not exceed \$10,000.

Section 2.2B – SMALL PURCHASE METHOD– Up to \$250,000:

Small purchase procedures utilize informal procurement methods for securing goods and services that do not cost more than **\$250,000**. Multiple quotes will be obtained from qualified suppliers and documentation maintained. (2 CFR 200.88 & 2 CFR 200.320 (b))

The following will be secured by obtaining multiple quotes through the informal small purchase method:

Update according to your SNP's procurement needs:

- Small Wares
- Hood Cleaning
- Grease Trap Pumping
- Floor Cleaning
- Pest Control
- Technology
- Special Equipment Maintenance/Repairs
- Linen Service

The aggregate amount of purchases for each of the above-indicated items must be less than or equal to \$250,000. With this procurement method, the following procedures will be used:

1. Specifications will be prepared to fit the needs of the SNP per 2 CFR 200.319(c). The SFA will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not contain features which restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, the minimum standards it must meet to satisfy its intended use. Detailed product specifications will be avoided. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description will be used. The specific features of the named brand, which must be met by vendors, must be clearly stated.
2. Specifications will identify all requirements which the vendors must fulfill and all other factors to be used in evaluating quotes.
3. Each qualified vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted.
4. The price quotes will receive appropriate confidentiality.
5. Contracts/Purchase Orders or other appropriate methods of purchase will be awarded to the vendor with the lowest price meeting specifications.
6. The Ashley Preston will review and maintain all documentation showing the specifications, selection of vendor, reasons for selection, and the names of all vendors contacted and the price quotes from each vendor. An example of a quote tabulation log for small purchases is provided. See Attachment C.
7. When the lowest quote is *not* accepted, the reason for unacceptability shall be recorded and documented on the quote tabulations log.
8. The Ashley Preston will be responsible for documenting the actual product specified is received.

Section 2.2C – COMPETITIVE PURCHASE METHOD- INVITATION FOR BID (IFB) - \$250,000.00+:

The following will be secured by formal competitive bids (2 CFR 200.320(c)) through an **Invitation for Bid (IFB)**:

Update according to your SNP's procurement needs:

- Milk
- Bread
- Produce
- Groceries (Meats, Grains, Staple, Canned goods, Frozen goods)
- Paper/Chemical Products/Table
- Small Wares
- Large Equipment

The aggregate amount for some or all the above items is **more than \$250,000**. Therefore, the following procedures will be used:

1. The SFA will prepare bid specifications consistent with the Procurement Methods Timeline in Attachment D. The SFA will conduct a cost/price analysis prior to soliciting.
2. The IFB with standard terms and conditions, special terms and conditions, specifications with quantities needed, required forms, contract, addenda, and any other applicable documentation will be e-mailed or mailed through US Postal Service (USPS) to potential contractors desiring to bid on the product(s).
3. The solicitation will be posted on the school system website, local newspaper, and/or other media outlets as appropriate.
4. Any bids valued at \$100,000 or more will be posted on the Georgia Procurement Registry as required in O.C.G.A. 36-80-27.
5. Each vendor will be given an opportunity to provide bids on the same specifications.
6. A vendor's bid, for consideration in response to the IFB solicitation, is required to be returned in person, by courier, or through the US Postal Service. Emailed bid or facsimile responses will not be accepted.
7. The IFB will define the purchase conditions. *At a minimum*, the following terms and conditions shall be addressed:
 - a. Contract will be a fixed price contract
 - b. The SFA reserves the right to accept or reject any or all bids or to accept any part of a bid without accepting the whole thereof or to accept such bid as may be deemed in the best interest of the SFA.
 - c. Contract period including initial term, extension option, and renewal option
 - d. Date, time, and place bid must be received.
 - e. Bid submission requirements (i.e. must be in duplicate or triplicate paper copies; in a sealed envelope and how labeled, submitted return receipt, must be submitted as an electronic document on a 2.0 flash drive, documents required, late arrivals, etc.)

- f. Date, time, and location of bid opening
 - g. Description of how the vendor will be informed of bid acceptance or rejection
 - h. Method of shipment or delivery upon Contract Award Delivery schedule
 - i. Escalation/De-escalation clause based upon appropriate standard or cost index provided by a third party such as Milk Market Order, AMS, etc. if applicable
 - j. Provision requiring access by duly authorized representatives of the Terrell County Board of Education, 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 the contract.
 - k. Provision requiring contractor to maintain all required records for five years after final payment and all pending matters are closed.
 - l. Vendor will certify the bid was made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respect fair and without collusion or fraud. Vendor will provide a signed statement certifying non-collusion as required in O.C.G.A. 50-5-67 and 45-10-20 et seq.
 - m. Bid protest procedures to resolve any disputes that may arise will be provided in the contract terms and conditions.
8. Vendors/contractors will be selected using the SFA's procedures including:
- Does the vendor's product meet the required specifications?
 - Does the vendor's delivery schedule meet the SFA's needs?
 - Other criteria (terms and conditions) that the SFA determines is necessary to be able to award the contract **must be added.**
9. If any potential vendor/contractor is in doubt as to the true meaning of specifications or purchase conditions, an interpretation will be provided by Olivia Preston.
10. The following criteria will be used in awarding contracts as a result of bids. (Examples: quality, delivery, service, etc.)
1. Price
 2. Service
 3. Quality
 4. Delivery
 5. Responsiveness
 6. Training
 7. Installation
11. The contract will be awarded to the lowest price, and to the responsive and responsible bidder meeting all terms and conditions and specifications of the IFB.
12. The Terrell County is required to sign on a bid tabulation of competitive sealed bids signifying a review and approval of the selection(s).
13. **See Section 3.2 for Required Contract Provisions** to be included with the vendor contract for procurement.

Section 2.2D – COMPETITIVE PURCHASE METHOD– REQUEST FOR PROPOSAL (RFP) \$250,000 +

The following will be secured by formal competitive proposals (2 CFR 200.320(d) through a **Request for Proposal (RFP)**:

Update according to your SNP's procurement needs:

Food Service Management Company
Software/Technology

The aggregate amount for the above items is more than \$250,000. Therefore, the Formal Competitive Proposal method of procurement will be used.

1. The SFA will prepare bid specifications consistent with the Procurement Methods Timeline in Attachment D. The SFA will conduct a cost/price analysis prior to soliciting.
2. The Request for Proposal with standard terms and conditions, special terms and conditions, required contract provisions, specifications with quantities needed, required forms, contract, addenda, and any other applicable documentation will be e-mailed or mailed through US Postal Service (USPS) to potential contractors desiring to bid on the product(s).
3. The solicitation will be posted on the school system website, local newspaper, and/or other media outlets as appropriate, identifying all evaluation factors and their relative importance.
4. Any bids valued at \$100,000 or more will be posted on the Georgia Procurement Registry as required in O.C.G.A. 36-80-27.
5. Each vendor will be given an opportunity to provide proposal on the same specifications.
6. The RFP will clearly define the purchase conditions. *At a minimum*, the following shall be addressed:
 - a. Contract may be fixed price or cost reimbursable
 - b. The SFA reserves the right to accept or reject any or all bids or to accept any part of a bid without accepting the whole thereof or to accept such bid as may be deemed in the best interest of the SFA.
 - c. Contract period including initial term, extension option, and renewal option
 - d. Date, time, and place bid must be received.
 - e. Bid submission requirements (i.e. must be in duplicate or triplicate paper copies; in a sealed envelope and how labeled, submitted return receipt, must be submitted as an electronic document on a 2.0 flash drive, documents required, late arrivals, etc.)

- f. Date, time, and location of bid opening
- g. Description of how the vendor will be informed of bid acceptance or rejection
- h. Method of shipment or delivery upon contract award
- i. Escalation/De-escalation clause based upon appropriate standard or cost index provided by a third party such as Milk Market Order, AMS, etc. if applicable
- j. Provision requiring access by duly authorized representatives of the Terrell County Board of Education, 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 the contract.
- k. Provision requiring contractor to maintain all required records for five years after final payment and all pending matters are closed.
- l. Vendor will certify the bid was made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respect fair and without collusion or fraud. Vendor will provide a signed statement certifying non-collusion as required in O.C.G.A. 50-5-67 and 45-10-20 et seq.
- m. Bid protest procedures to resolve any disputes that may arise will be provided in the contract terms and conditions.

7. Specifications will be prepared and provided to potential vendors/contractors desiring to submit an RFP for the products or services requested. Vendors/contractors will be selected using the SFA's procedures including but not limited to:

- Does the vendor's product meet the required specifications?
- Does the vendor's delivery schedule meet the SFA's needs?
- Other criteria (terms and conditions) that the SFA determines is necessary to be able to award the contract.

8. If any potential vendor/contractor is in doubt as to the true meaning of specifications or purchase conditions, an interpretation will be provided by Ashley Preston.

9. The Ashley Preston will be responsible for securing all RFPs to ensure all procurements are conducted in compliance with applicable Federal regulations, state and local, rule, and policy.

10. The following criteria will be used in awarding contracts as a result of competitive proposals. (Examples: quality, delivery, service, etc.)

1. Price
2. Service
3. Quality
4. Delivery
5. Responsiveness
6. Training
7. Installation

In awarding a competitive proposal (RFP), a set of award criterion in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid

materials. Price alone is not the sole basis for award but remains the primary consideration when awarding a contract. Following evaluation and negotiations (if applicable) a firm fixed price or cost reimbursable contract will be awarded. If a cost reimbursable contract is awarded, the contractor must comply with all provisions required in 7 CFR 210.21(f).

11. The Ashley Preston will sign on the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selection(s).
12. The contract(s) will be awarded to the responsible vendor whose proposal is responsive to the Request for Proposal and best meets the needs of the SFA, price, and terms and conditions.
13. **See Section 3.2 for Required Contract Provisions** to be included with the vendor contract for procurement.

Section 2.2E – NON-COMPETITIVE PROPOSAL METHOD (Single Source) (2 CFR 200.320(f)):

Whenever possible, items which are available only from a single source will be avoided. Single source procurement will only be used when it has been proven there is no competition. A vendor's statement or literature stating their company is the only source will not be accepted. All claims to single source will be vetted by issuing a competitive solicitation first.

If it is determined a single source purchase must be used, the SFA will do its due diligence with the provider to get the best price possible. If the item must be used, the following procedure will be adhered to:

1. Non-competitive proposals will only be utilized when one or more of the following circumstances apply:
 - a. The item is available only from a single source.
 - b. The public emergency for the requirement will not permit a delay resulting from competitive solicitation. See Section 2.3A
 - c. The State Agency specifically authorizes a non-competitive proposal in response to a written request from the SFA, who will maintain documentation of the approval.
 - d. After solicitation of several sources, competition is determined inadequate.
2. Specifications will be prepared and provided to the vendor.
3. The SFA will be responsible for the documentation of records to fully explain the decision to use the non-competitive proposal. The records will be maintained and available for audit and review.
4. The SFA will be responsible for documenting that the actual product specified is received.
5. The Superintendent or his designee will be responsible for reviewing the procedures to be certain all state and local Board of Education requirements for using non-competitive proposal are met.

SECTION 2.3: PROCEDURES

Section 2.3A: Emergency Procurement Procedure:

If it is necessary to make an emergency purchase in order to continue service, the purchase shall be made and documentation of all such purchases shall be maintained for review and audit purposes by the SFA. See Attachment E.

The documentation of emergency purchases shall be maintained and indicate:

1. Item Name
2. Dollar Amount
3. Vendor
4. Reason for Emergency
5. Person authorizing or making purchase

Section 2.3B: Cooperative Agreements (Inter-agency, inter-governmental, Buying Group, etc.)

Although participation in intergovernmental and inter-agency agreements can offer economy and efficiency for procurement or use of common or shared goods or services, SFAs must still conduct competitive procurement.

If using a third-party, non-Child Nutrition Program entity, or statewide contract (not vetted by the Georgia Department of Education (GaDOE) School Nutrition Program (SNP)), the SFA will use the third party's pricing as one source when soliciting price/rate quotes. 2 CFR 200.320(b) and FNS Memo SP05-2017.

Section 2.3C: Market Basket Analysis

The market basket analysis is a procurement practice used by program operators in the National School Lunch Program, Breakfast Program, Child and Adult Care Food Program, Summer Food Service Program, and Food Distribution Program to award contracts based on an evaluation of the lowest price a vendor can offer for a representative sample of goods the program operator wishes to obtain. USDA Policy Memo SP 04-2018, regarding Market Basket Analysis.

CHAPTER 3

Section 3.1 REQUIRED PROCUREMENT STANDARDS

A. Contract Oversight

The SFA will maintain oversight to ensure contractors perform in accordance with terms, conditions, and specifications of awarded contracts or purchase orders. 2 CFR 200.318(b)

B. Contractual Responsibilities

The SFA is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement. Should the need arise, matters concerning violation of law are to be referred to the local, state, or Federal authority that has proper jurisdiction. 7 CFR 210.21(b)

C. Buy American Provision

- The Terrell County School Nutrition Program will exhaust every effort to comply with the Buy American Provision (food purchases only) in 7 CFR 210.21(d) and SP02-2017 & SP 38-2017 by purchasing foods in which the final product is comprised of 51% or greater agricultural commodities that were grown domestically unless such products are considered cost prohibitive or are not available as a domestic product (ex: banana, pineapple).
- When receiving proposals from vendors, if a product is available as both domestic and non-domestic, prices for both products will be obtained and the Ashley Preston will determine if it is fiscally sensible to purchase the domestic product.
- Records will be maintained to support the domestic vs. non-domestic decision. Any verification documentation received from the vendor will be verified through a neutral third party (such as the USDA Agricultural Marketing Service's (AMS) Market News Report).
- Exceptions to the Buy American Provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the designated official a minimum of # days in advance of delivery.

The request must include

1. Alternative substitute(s) that are domestic and meet the required specifications;
 - a. Price of the domestic food alternative substitute(s); and
 - b. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception; limited/lack of availability or price (include price)
 - a. Price of the domestic food product; and

- b. Price of the non-domestic product that meets or exceeds the required specification of the domestic product
- Comprehensive documentation to support any limited exceptions will be maintained.
- The SFA will document the exception(s) using the Buy American Justification Form. See Attachment F.

D. Cost Reimbursable Contracts

The school food authority will include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared for such contracts.

- Allowable costs will be paid from the non-profit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor or any subcontractor, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority.
- The contractor must separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable (can be paid from the school food service account) and the amount that is not allowable (cannot be paid from the school food service account); **or** the contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination verification.
- The contractor's determination of its allowable costs must be made in compliance with the applicable Department and Program regulations and Office of Management and Budget cost circulars.
- The contractor must identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the SFA for payment, and individually identify each amount as a discount, rebate, or the nature of any other credit. The contractor must report this information each month;
- The contractor must identify the method by which it report discounts, rebates, and other applicable credits allocable to the contract are not reported prior to conclusion of the contract; and
- The contractor must maintain documentation of costs and discounts, rebates, and other credits and must furnish such documentation upon request to the SFA, state agency, or USDA.
- No expenditure may be paid from the school food service account for any cost resulting from a cost reimbursable contract that fails to meet the requirement. The contractor may not receive payment for any expenditure, from school food service account, that results in receiving payments in excess of the contractor's actual, net allowable costs.

E. Geographical Preference

The SFA may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing geographical preference, the SFA defines the local area to which the geographic preference option applies. CFR 210.21(g)

F. Review of Transactions

The Terrell County 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)).

G. Inter-Agency Agreements

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)).

H. Contracting with Small, Minority, and Women’s Businesses

Positive efforts will be made to utilize small businesses, woman, and minority-owned business sources, giving them the maximum feasible opportunity to compete. Small businesses, woman and minority-owned business sources will not be given unfair advantage when evaluating competitive purchases i.e. small purchase procedures, sealed bids, competitive proposals or noncompetitive proposals (2 CFR 200.321).

Positive efforts include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

I. Public Advertisement of Solicitations

In addition to publicizing competitive bid opportunities as customarily conducted through media, the local Board of Education, website, etc., all bids or proposals for goods and services valued at \$100,000 or more will be advertised in the Georgia Procurement Registry per Official Code of Georgia Annotated (O.C.G.A.) 36-80-27.

J. Capital Equipment Purchases

In accordance with 2 CFR Part 200.33, the SFA will request state agency (SA) approval for any capital equipment purchase (\$5,000 or more) that is not listed on the Pre-Approved Capital Equipment list. Any required approval will be submitted to the SA through the completion of the Capital Expenditures Pre-Approval Request Form. See Attachment G.

K. Contract Performance

The SFA will only award contracts to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to factors such as integrity, compliance with public policy, record of past performance, and financial and technical resources.

L. History of Procurement

The SFA must maintain records to detail the full history of procurement. These will include but are not limited to the following: rationale for procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price.

M. Procurement Responsibility

The SFA has ultimate responsibility for ensuring the plan is implemented and complies with all Federal regulations, state and local procurement rules, law, and policies. The SFA is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered in connection with the Program. Should the need arise, matters concerning violation of law will be referred to the local, state, or Federal authority with proper jurisdiction (7 CFR 210.21(b))

Section 3.2

Contract Provisions for Contracts with School Nutrition Programs

Appendix II to Part 200

Termination for Cause:

All contracts in excess of \$250,000 (the Federal Simplified Acquisition Threshold (SAT)) must address termination for cause, which must address administrative, contractual, or legal remedies in instances where vendors/contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

Termination for Cause and Convenience:

All contracts in excess of \$10,000 must address termination for cause and for convenience by the SFA including how it will be addressed and the basis for settlement. 2 CFR Appendix II to Part 200 (B).

Equal Employment Opportunity:

Except as otherwise provided under 41CFR Part 60, all contracts meeting the definition of “federally assisted construction contract” in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41CFR60-1.4(b), in accordance with Executive Order for 11246 as amended by Executive Order 11375 for contractor compliance. 2 CFR Appendix II to Part 200 (C).

Davis-Bacon Act:

All prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations 29 CFR part 5. In accordance with the statute, contractors are required to pay wages to laborers and mechanics and frequency of pay as determined by the Department of Labor. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3). 2 CFR Appendix II to Part 200 (D).

Contract Work Hours and Safety Standards Act:

All contracts greater than \$100,000 involving employment of mechanics or laborers must comply with 40 U.S.C. 3701-3708. 2 CFR Appendix II to Part 200 (E).

Rights to Inventions Made Under a Contract or Agreement:

Contracts meeting the definition of “Funding agreement” under 37 CFR 401.2(a) and contractor wishes to enter into a contract with a small business firm or nonprofit organization must comply with 37 CFR 401. 2 CFR Appendix II to Part 200 (F).

Clean Air Act and Federal Water Pollution Control Act:

Contracts greater than \$150,000 must contain a provision requiring the contractor to comply with all applicable standards, orders or regulations issued to the Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and Environmental Protection Agency regulations. 2 CFR Appendix II to Part 200 (G).

Debarment and Suspension:

Contracts must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180. SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared under statutory or regulatory authority other than Executive Order 12549. 2 CFR Appendix II to Part 200 (H). See Attachment H.

Byrd Anti-Lobbying Amendment:

For contracts exceeding \$100,000, the contractor must file the required certification, Lobbying Certification and Disclosure 2 CFR Appendix II to Part 200 (I). See Attachment I.

Procurement of Recovered Materials: (2 CFR 200.322) (if applicable)

An SFA and its [contractors](#) must 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.

A sample IFB/RFP is provided upon request that includes standard contract terms and conditions and special terms and conditions.

Section 3.2A

Contract Management

The SFA must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their awarded contracts and purchase orders.

2 CFR 200.318(b)

The SFA will identify local procedures for performing supervision of procurement processes. These will include but are not limited to the following:

- 1) Contractor compliance with:
 - a) Products/services and prices
 - b) Buy American Provision
 - c) Geographical Preference
 - d) Discounts, rebates, credits for cost reimbursable contracts identified on all vendor invoices submitted for payment
 - e) Receipt of product specified at established price
 - f) Food recall procedures
- 2) SFA compliance with:
 - a) Contract, renewal, and amendment
 - b) Prohibiting unallowable cost provisions (scholarships, gifts, grants, event tickets, catering accounts, etc.)
 - c) Prohibiting the creation of a material change in the contract
 - d) Award of either fixed-price or cost reimbursable contracts
 - e) "Piggyback" provisions in a contract
 - f) Maintaining records sufficient to detail the history of procurement
 - g) Maintain sound documentation on rejected vendors
 - h) Maintain documentation on overly responsive bids/offers by eliminating the bid or eliminating the overly responsive portion when evaluating or awarding the contract.
 - i) Food recall procedures in compliance with 7 CFR 250

Section 3.3 Training

Training should occur for all school nutrition professionals on an annual basis. The SFA Director will record and maintain supporting documentation of all training for each school nutrition employee.

Examples of procurement training for school nutrition professionals may include:

- Product specifications and expectations upon delivery and storage
- How the school nutrition program manager(s) will be responsible for documentation that the actual product specified is received
- Buy American Provision and expectations upon delivery
- Inventory Control and Management
- Forecasting
- Civil Rights
- USDA DoD Fresh program and ordering through FFAVORS
- Conflict Resolution

APPENDIXES

Code of Conduct

County/City School System: Terrell

SY: 2023-24

A Code of Conduct is required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements 2 CFR Part 200.318(c)(1), State Procurement Code and Regulations, and the above-named County/City School District Department of Purchasing.

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition Program Funds:

- a. No employee, officer or agent of the Terrell County/City School Nutrition Program shall participate in the selection or award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
- b. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 1. The employee, officer or agent
 2. Any member of his/her immediate family
 3. His/her partner
 4. An organization which employs or is about to employ one of the above.
- c. The Terrell County/City School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of substantial or monetary value from contractors, potential contractors, or parties to sub agreements. However, the SFA may. If applicable, set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- d. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
- e. The removal of any food, supplies, equipment, or school property, such as records, recipe books and the like are prohibited.
- f. The outside sale of such items as used oil, empty cans and the like will be sold by contract between the _____ County/City School Nutrition Program and an outside agency. However, the profit attained from such sales will accrue back to the non-profit school food service account (7 CFR 210.14).
- g. An individual sale by any school personnel to an outside agency or other school person is prohibited.
- h. Failure of any employee to abide by the above stated code will result in appropriate disciplinary actions such as reprimand, fines, suspension, or termination as outlined in the district policy on

violations on such standards (2 CFR 200.318(c)(1)). Interpretation of the code will be given at any time by contacting the School Nutrition Program Director at (229) 995-6050 or (229) 995-2071.

- i. The Terrell County/City School Nutrition Program will not be responsible for any other explanation or interpretation, which anyone presumes to make on behalf of the Board of Education.

I, or we the undersigned, have read and discussed this code, and fully agree to abide by the guidelines set forth in this code of conduct.

School: _____

SNP Manager: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

Signed: _____ Date: _____

This institution is an equal opportunity provider.

February 2019

**Micro-Purchase Log for Terrell County
School Year 2023-24**

Use this form to record one-time purchases with a total aggregate cost of equal to or less than \$10,000 when the micro-purchase option is used as the method of procurement.

Date of Purchase	Contractor/ Supplier Name, Address <i>(must show effort to vary suppliers)</i>	Product(s) and/or Service(s) Purchased <i>(Quantity and Description)</i>	Unit Price for Each Item	Total Aggregate Cost	Rational for Using Micro- Purchase and Method Used to Determine that Cost of Each Item Is Reasonable <i>(Attach Relevant Documentation)</i>

Signature of Person Completing This Form:

Date:

Instructions and Example for Completing Informal (Small Purchase) Quote Tabulation Log

The Informal Procurement Log can be used to document all quotes received as a result of the SFA’s solicitation for purchasing products/services costing less than **\$250,000**. The SFA will solicit at least two and preferably three quotes in order to achieve competition and to satisfy federal procurement requirements. SFAs will need to document the quotes and all other pertinent information discussed with the vendors. SFAs must make certain that all vendors receive the same product specifications. All procurement records must be kept for at least five years from the end of fiscal year.

Vendor Name:										
Items to be Purchased: Delivery Frequency: _____ Bid will be honored for: _____ (number of day(s)/week(s)/month(s)) (school will state time period)	Quantity estimated to be purchased	Unit Price	Extended Price (Quantity x Unit Price)	*QS (✓)	Unit Price	Extended Price (Quantity x Unit Price)	*QS (✓)	Unit Price	Extended Price (Quantity x Unit Price)	*QS (✓)
1. Product name & specification:				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
2. Product name & specification:				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
3. Product name & specification:				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
4. Product name & specification:				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
5. Product name & specification:				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
Total:		\$				\$				\$
*Quote Selected (QS)		<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>
*Quote Selected (BS); SFA may award all items to one vendor (lowest total price) or award purchase on a line item basis (lowest line item price). SFA will tell the vendors which option they will use for awarding the purchase when they are asking for pricing. SFA will state that either option may be used to award the purchase.										
Method of contact: Email/Fax/Mail/In person/Phone										
Name of person quoting prices:										
Date contacted:										
Additional Notes:										
Signature of person completing this form:					School System:			Date:		

Name of vendor selected: _____

Vendor selected was notified on: _____ (If notification was in writing attach document to the procurement log/evaluation matrix)

Method of notification: _____ (Email/Fax/Mail/In person/Phone)

Procurement Methods Timeline

Category	Request Quotes Frequency	Methods	Review Quotes and requisitions
Fresh Produce	Annually	Formal Bid	Weekly or Bi-weekly
Grocery	Annually	Formal Bid	Weekly or Bi-Weekly
Paper Goods/Chemicals	Annually	Formal Bid	Weekly or Bi-Weekly
Milk	Annually	Formal Bid	Daily
Bread	Annually	Formal Bid	Every Monday &/or Thursday
Equipment -Large	As Needed	Formal Bid or three quotes depending on the amount	As Received
Equipment/Supplies - Small	As Needed	Three Quotes when necessary for amount	As Received
Equipment parts and maintenance	As Needed	Three Quotes when necessary for the amount	As Received

Emergency Purchase Log for Terrell County School Year 2023-24

Use this form to record one-time emergency purchases that occur as a result of an unforeseen event.

Date of Purchase	Description of situation requiring Emergency Purchase <i>(Attach Relevant Documentation)</i>	Product(s) and/or Service(s) Purchased <i>(Quantity and Description)</i>	Procedure Method Used to Determine that Cost of Each Item Is Reasonable	Contractor/ Supplier Name, Address	Unit Price for Each Product/Service

Signature of Person Completing This Form:

Date:

Directions: Emergency Purchase Log

Purpose: This tool is intended to track emergency purchases made by the SFA using School Nutrition funds. This type of tool also helps the SFA to maintain the documentation required for Administrative/procurement reviews.

Directions:

SFA Name: Record the name of the SFA in designated space.

Fiscal Year: Record Federal fiscal year during which the emergency purchase was made.

Date of Purchase: Record the date of emergency purchase in the designated space.

Description of situation requiring the use of an Emergency Procurement Method and the method used to determine the cost of each item is reasonable:

Record a descriptive statement that explains (1) why the emergency-purchase method is the most suitable procurement method for the purchase and (2) what method the CE used to ensure that the cost of the product(s) and/or service(s) was reasonable in the designated space.

Product(s) and/or Service(s) Purchases (Quantity and Description): List the product(s) and/or service(s) procured under the emergency procurement procedures in the designated space.

Procedure Method Used to Determine the Cost of Each Item Is Reasonable:

Record process used to obtain cost of product/service and measures to determine whether cost is reasonable in this space.

Contractor/Supplier Name, Address: Record the name and address of the contractor or supplier in the designated space.

Unit Price for Each Item: Record the amount of each unit purchased in the designated space.

Signature of Person Completing This Form: Ensure that the person contacting the contractors/suppliers and completing the form signs the form in the designated space.

Date: Record the date the person completing the form signs the completed form in the designated space. Attach additional documentation as appropriate to this form.

SNP Buy American Justification Form

The Buy American Justification Form assists school food authorities (SFAs) with validation documentation to purchase non-domestic food products with nonprofit school food service account funds, in accordance with 7CFR 210.21(d). SFAs should complete this form upon identification of each non-domestic food product being served in the U.S. Department of Agriculture's (USDA) School Nutrition Programs. Compliance with the Buy American Provision (BAP) is included in each SFAs Annual Review (AR), and SFAs may use this to demonstrate justification for using non-domestic products when appropriate. SFAs should be reminded that canned pineapples and bananas have been determined to be unavailable domestically and are exempt from justification in accordance with 48 CFR 25.103(b).

The Buy American requirements are summarized in USDA Memo SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the NSLP. SFAs are listed as the responsible parties for justification. In addition, according to USDA Memo SP 38-2017, "there is not a specific amount or percentage that is considered 'significantly higher,' and it is the SFAs responsibility to determine the threshold."

SNP School or District documenting justification:			
Date:		Name of individual completing form:	
Non-Domestic Agricultural Product:			
Please enter answers in column below:			
Product Name:			
Purchase Unit:			
Storage Area: (Ex: cooler, freezer, dry storage, etc.)			
Country of Origin of Non-Domestic Product: (Ex: processed in China, grown in Mexico, packed in Brazil, etc.)			
Alternative Considerations to Using Non-Domestic Products			
Please enter answers in column below:			
1. Cost analysis: (Domestic cost is significantly higher than non-domestic)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
a. Bid Cost per Unit of Domestic Product:	\$		
b. Bid Cost per Unit of Non-Domestic Product:	\$		
Additional explanation for decision:			

2. Availability or Seasonality: (Product not currently grown domestically)			
a. Documentation demonstrating current unavailability on file: (Ex: Copy of Weekly Marketing Report or National Processing Report from Agricultural Marketing Service (AMS)) Note: Letter from vendor is insufficient by itself.	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
3. Are other domestic Sources available? (Ex: Bid-awarded domestic juice unavailable from vendor's listed manufacturer but can be ordered through a different manufacturer with an insignificant cost increase.)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
a. If yes, explain how you used other domestic sources:			
4. Is there a comparable substitute? (Ex: serving domestic edamame instead of non-domestic garbanzo beans during seasons of low availability)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
a. If yes, what other alternatives to using non-domestic foods were considered?			
Resulting Decision for Domestic vs. Non-Domestic			
		Please enter answers in	
column below:			
After considering alternatives to non-domestic products, were foreign products still used?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
a. If yes, explain why non-domestic products were used instead of an alternate domestic product:			

Note: School should retain and make notes of communications regarding the reasons for the exception to the Buy American provision. This includes but is not limited to email or procurement notes of discussion regarding alternatives to non-domestic products purchased by the school.

Signature of School Nutrition Director

Date

School Nutrition Program CAPITAL EXPENDITURE PRE-APPROVAL REQUEST FORM

***PLEASE NOTE THAT THIS FORM IS NOT ASSOCIATED WITH NSLP EQUIPMENT ASSISTANCE GRANT.**

This form is to be completed for each piece of equipment that qualifies for State approval.			
School District:			
SFA Contact:			
Address:			
Telephone Number:			
Email:			
School Food Authorities (SFAs) participating in the National School Lunch Program (NSLP) must observe USDA Federal limitations on the use of school nutrition funds (7 CFR § 210.9 [b][1]); expend School Nutrition Program revenues in accordance with 2 CFR 225, Appendix B, section 15; follow generally accepted accounting principles (7 CFR §210.14[a]); and adhere to procurement procedures defined in 7 CFR §210.21 and 2 CFR 200.			
Description of Capital Expenditure:			
Justification for Purchase: (will increase participation by..., will expand productivity by...)			
Anticipated Acquisition Cost* (including accessories):	\$	Percentage of School Nutrition Funds to be used:	
*If the capital expenditure price exceeds 10% of the anticipated cost after the bid is awarded, the approval will become null and void, and the purchase must be re-assessed by the State Agency before the transaction is completed.			

Please read and initial the box next to each of the following statements:			
		I certify that the above referenced expenditure is necessary and reasonable for proper and efficient performance and administration of the National School Lunch Program (NSLP).	
		I certify that the above referenced expenditure is allocable to the NSLP.	
		I certify that the above referenced expenditure is not included as a cost or used to meet cost sharing or matching requirements of any other federal award.	
		I certify that the above referenced expenditure has been properly procured and is cost effective with regards to the SFA's current financial status.	
		I certify that, if approved, I will provide School Nutrition Program Administration with a copy of the paid invoice(s), delivery receipt, voided check, and equipment number(s) upon request.	
SFA Representative (Print):			
Signature:		Title:	
Date:			

This document will be reviewed and approved within 14 business days.

GaDOE School Nutrition Program use only:											
Signature of FBU Reviewer:		Date:		<input type="checkbox"/>	Approved Financial Status	<input type="checkbox"/>	Declined Financial Status				
Signature of Procurement Reviewer:					Date:						
Determination:	<input type="checkbox"/>	Approved	<input type="checkbox"/>	Returned for modification	<input type="checkbox"/>	Denied (See email for explanation)	Method of Return:	<input type="checkbox"/>	E-mail	<input type="checkbox"/>	Mail

DEBARMENT, SUSPENSION, AND INELIGIBLE STATUS

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in 2 CFR 200.213.

The Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the 2 CFR 200.213 which states “Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” The Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

By signing this agreement, the Contractor is testifying that they are not debarred, suspended or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Organization Name

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Civil Rights Assurance

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."

USDA Nondiscrimination Statement

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.