

# Frisco Independent School District

Procurement Processes for the  
Child Nutrition Program – FY25

## PROCUREMENT PROCEDURES MANUAL

Frisco ISD Child Nutrition Department  
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## Overview of Procurement

Frisco ISD Child Nutrition and FISD Purchasing use the following resources for all Child Nutrition procurement methods:

United States Department of Agriculture's (USDA) 2 CFR part 200.318-327 and Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM), Sections 16, 17, 17a, 17b, and 17c, and any other sections of the CFR or ARM as necessary.

### Standards

The following standards will be applied to all procurement methods. Solicitations will:

- Allow for full and open competition.
- Be handled with integrity and fairness to all potential bidders.
- Be awarded to responsive and responsible contractors.
- Be fully documented to allow for complete transparency.
- Follow the 5-years record retention requirement.

### Codes of Conduct

#### A. Conflict of Interest

- a. FISD Local Policy DBD. An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.
- b. FISD Local Policy CB. Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB] In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity. For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA] For purposes of this policy, "partner" shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A. An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award

- B. Gifts. FISD Local Policy DBD. An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities.

- C. Disciplinary Action. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment.

## Frisco ISD allows the Child Nutrition Department to participate in the following:

### Agreements

1. Inter-governmental/Interlocal Agreements (operator-only/Educational Service Center ESC) - this type of agreement does not require the district to procure for the services offered by the cooperative.
2. Third Party Cooperatives - group purchasing organizations, group buying organizations, and third-party vendors. Districts must procure for services unless utilized for Micro or Small Purchase methods.
3. Agents - A person or business that is procured to act on behalf of the CNP operator to procure products/services or perform other child nutrition services as required by district.

### Informal Purchases

1. Micro-Purchase; any purchase that does not exceed the State threshold of \$10,000 unless Child Nutrition is approved for self-certification of a higher micro-purchase threshold. (Frisco ISD Child Nutrition is approved for Self-Certification of a Higher Micro-Purchase Threshold up to \$50,000).
2. Small Purchase Acquisition: any purchase that exceeds \$10,000 but is not greater than the State threshold of \$50,000.
3. Frisco ISD does not have a more restrictive Small Purchase threshold.

### Formal Purchases

1. Competitive Bid (IFB - Invitation for Bid)
2. Competitive Proposal (RFP - Request for Proposal)
3. Non-Competitive Proposal. TDA "pre-award approval" required

### Other Purchases

1. Sole Source - determined by district based on the following:
  - a. Failed procurement method due to no competition
  - b. Point of Sale Software, based on proprietary computer coding
  - c. Warranty void risk due to proprietary chemicals used on equipment
  - d. Requires TDA approval prior to awarding the vendor or purchasing from the vendor.
2. Capital Expenditures - any single piece of equipment that exceeds \$5,000 in cost must be approved by TDA prior to purchase. Cost analysis must be done prior to submitting a request to TDA.

## Procurement Phases

### Choosing a Procurement Method and Issuing a Solicitation

- A. **Planning and Forecasting:** Planning will be completed by Child Nutrition prior to Purchasing Department involvement. Child Nutrition will:
  - a. Define the products and/or services needed.
  - b. Define the timeline when the products and/or services are needed.
  - c. Complete a cost analysis and forecast expenditures. Child Nutrition will pull and document the following data.
    - i. Cost of similar past purchases

- ii. Current prices for the same or like products and services
  - iii Student enrollment, both current and projected
  - iv Student average participation in SLP (for food items)
  - v. Future campus realignments, if applicable
  - vi. Available and product storage (for food items)
  - vii. Velocity reports (for food items)
  - viii. Planned changes to products and/or services
  - ix. Established schedule of purchasing
- B. Determining Procurement Method and Issuing a Solicitation:** Child Nutrition will meet with Purchasing to discuss the following options and together the departments will decide on the most appropriate option.
- a. Based on the cost/price analysis in our forecasting phase, the most appropriate procurement method will be used.
  - b. A general specification with details will be written to document the product or service needed.
  - c. Terms and conditions of the contract will be outlined and reviewed to ensure the solicitation clearly describes our needs and deliverables required.
  - d. Each solicitation will include the following information:
    - i. Deadline (date and time) the quotes or responses are to be received.
    - ii. The method of receiving quotes and/or responses to be submitted and to whom.
    - iii. Evaluation criteria, if any is used, clearly outlined to include scoring
    - iv. rubric.
    - v. Date and time by which the solicitation will be awarded.
    - vi. Term and Conditions of the contract and if any renewals or extensions will be allowed.
    - vii. All USDA Federal and State-required certifications and affidavits if applicable to the procurement method used.
  - e. Research will be done to identify potential suppliers.
- C. Awarding:** Based on the procurement method, the following general processes will be used:
- a. A winner will be selected using the following methods:
    - i. Equitable distribution for all true Micro-Purchases.
    - ii. Low bid winner for Small Purchases and IFB's.
    - iii. A single, multiple, and/or back-up winner through evaluation criteria for Small Purchases and RFP's.
    - iv. Pre-award approvals must be obtained from TDA for any solicitation that is deemed non-competitive or sole source.
    - v. Multiple winners are selected for RFP's when a "line-item" award approach is taken to procure the best price for each product specified in the solicitation.
- D. Contract Management:** The following items will be monitored during the life of an awarded contract by the Child Nutrition Department to ensure compliance.
- a. Use of the Child Nutrition Federal Funds is compliant with all Federal, State, and local regulations.
  - b. That all specifications, technical requirements and terms and conditions of all contracts are executed correctly.
  - c. That we are not charged for duplicative services.
  - d. Quantities specified are made available and delivered.

- e. Delivery times and schedules are met per contract terms.
- f. Product deliveries and/or services are occurring at the correct location if multiple locations are part of the awarded contract.
- g. Products and/or services meet the specifications as described in the solicitation.
- h. Substitutions of products are being handled as outlined in the Terms and Conditions and are adequate to the specified product.
  - i. Contracts require a notification of 72-hours prior to delivery to confirm that the substituted product is comparable and acceptable.
  - ii. Vendor response time to product or service issues is appropriate in regard to each situation, if any.
  - iii. Pricing received on invoices is checked against awarded bid pricing to ensure accuracy and correctness.
    - 1. If incorrect pricing is charged, the vendor will be contacted to rectify the pricing and provide a credit.
    - 2. If incorrect pricing is charged on a coop-procured bid, the Vendor and the coop Program Coordinator will be notified and follow up required to ensure a credit is given.
- i. Damaged or spoiled products will be identified at time of delivery and immediately rejected. Invoice will be noted and signed by the driver. Proper follow up will be done to ensure a credit is issued.
- j. Items ordered and appearing on the invoice but not included in the delivery will be noted on the invoice and require driver signature or initials. Vendor is required to "hot shot" the missing products or proper substitutions within a 24 hour period from time of original delivery.
  - i. If the vendor cannot "hot shot" the products, proper credit will be requested.
  - ii. If the contract was procured by a coop, Child Nutrition will follow all above steps for managing the contract along with notifying our coop Program Coordinator of all issues with each awarded vendor.
- k. The following staff positions will be held responsible for contract management of the following bids utilized by the child nutrition department:

<b>Name of Bid or Contract #</b>	<b>Products or Services Procured</b>	<b>Staff Position Responsible</b>
MRPC 2021-22: USDA Foods For Further Processing	USDA Further Processed Foods	Nutrition Coordinator
MRPC 2021-08: Manufacturer Direct-to-District	Manufacturer Direct-to-District	Nutrition Coordinator
MRPC 2023-01: Milk - Full Service Delivery	Milk Delivery	Nutrition Coordinator
MRPC 2023-04: <a href="#">Fresh Produce &amp; Raw Meats</a>	Fresh Produce Delivery	Nutrition Coordinator
MRPC 2021-05: <a href="#">Ice Cream</a>	Ice Cream Delivery	Nutrition Coordinator

MRPC 2021-15: Sanitation Systems & Safety Training (services)	Sanitation Systems and Safety Training	Operations Coordinator
Choice Partners 23/038TP Food Equipment, Parts, Repair, Installation, Maintenance, and Small Wares	Smallwares, Food Equipment, Parts, Installation	Nutrition Coordinator/Operations Coordinator
TDA NSLP USDA Foods Private Storage & Delivery Fees	Storage & Delivery Fees USDA Foods	Nutrition Coordinator
FISD RFP 825-2023-06-28	Groceries, Non Food, & NOI Commodity Processed Foods	Nutrition Coordinator
828-2022-01-25 Add 2	School Serving Lines & Other Equipment	Nutrition/Operations Coordinator
840-2023-06-28	Custom Configured Vehicle - Reefer Truck	Nutrition Coordinator/Warehouse Manager
843-2023-08-28	Chicken, Bread, and Cafeteria Equipment	Nutrition Coordinator
845-2023-09-28	Warehouse Equipment, Preventive Maintenance, & Cold Storage	Nutrition Coordinator
852-2024-03-27	Serving Lines	Nutrition/Operations Coordinators
854-2024-04-26	Equipment & Services	Operations Coordinator
853-2024-04-26	Walk-in Cooler & Freezer Condenser & Evaporator Units and Installation Service	Operations Coordinator
854	Maintenance Services	Nutrition/Operations Coordinator

**Informal Procurement Methods (2 CFR 200.320); ARM Section 17**

If the requested purchase is equal to or less than the simplified purchase threshold, the purchase may be made using an informal method. The simplified acquisition threshold for public school districts as regulated by TEA is less than \$50,000. TDA allows for Micro Purchases for aggregate purchases less than \$10,000 and Small Purchases for aggregate purchases less than \$50,000. *Aggregate is defined as all products and/or services that fall under the same category, annually.* Frisco ISD Child Nutrition is approved for Self-Certification to Increase the Micro-Purchase Threshold up to \$49,999.99.

## Purchasing Categories

The following list of categories will be used for Micro-Purchase and Small Acquisitions. Each category's total expenditures from the previous school year along with forecasted or estimated costs for the upcoming year will be reviewed to ensure that the procurement method considered is still appropriate.

<b>Assorted Expenses</b>	<b>Categories</b>
Unknown	Unknown
Alarm System - Freezer/Cooler	Refrigeration Parts
Assorted Equipment	Assorted Parts
Booster Heater	Dishmachine Parts
Compressor Freezer	Compressor Freezer
Compressor Parts	Compressor Part
Compressor Refrigerator	Compressor Refrigerator
Cooler - Make Table	Refrigeration parts
Cooler - Milk Box	Refrigeration Parts
Cooler- Pass Thru	Refrigerations Parts
Cooler - Reach In	Refrigerations Parts
Cooler - Roll In	Refrigerations Parts
Cooler - Walk In	Refrigerations Parts
Cooler Drink/Display Display	Refrigerations Parts
Dish Machine	Dish Machine Parts
Disposers	Plumbing Parts
Drain Interceptors	Plumbing Parts
Freezer - Reach In	Freezer Parts
Freezer - Walk In	Freezer Parts
Ice Cream Freezer	Freezer Parts
Ice Machine	Ice Machine Parts
Office Supplies	Office Supplies
Oven - Impinger Conveyor	Oven/Steamer Parts
	Oven/Steamer parts
Oven - Combi	
Oven Convection	Oven/Steamer Parts
Pot and Pan Washer	Plumbing Parts

Power Wash Sink	Plumbing Parts
Proofer/Warmer/Hot Hold	Oven/Steamer Parts
Sandwich Slide Warmer	Oven/Steamer Parts
Serving Line	Serving Line Parts
Shop Supplies - Electrical Parts	Shop Supplies
Shop Supplies - Hand Tools	Shop Supplies
Shop Supplies - Light Bulbs	Shop Supplies
Shop Supplies - Misc	Shop Supplies
Shop Supplies - Refrigeration	Shop Supplies
Steamer - Convection	Oven/Steamer Parts
Steamer - Micro	Oven/Steamer Parts
Tennant Floor Scrubber	Assorted parts
Three Comp Sink	Plumbing Parts
Training aides office	Office Supplies
Vent a Hood System	Vent a Hood Parts
Waremer - Slide Hatco	Oven/Steamer Parts
Waremer - Pass Thru	Pass Thru Parts
Warmer - Roll In	Oven/Steamer Parts
Washer/Dryer Clothes	Washer/Dryer Parts
Freon Refrigerant Gas	Freon Refrigerant Gas
Batteries	Batteries
Freon Refrigerant RETURN	Freon Refrigerant RETURN
Nitrogen	Nitrogen
Oxygen	Oxygen
Acetylene	Acetylene
Shoes, hats, clothing, aprons, anything wearable	Uniforms
Vent a Hood system	Vent a Hood system



## Micro Purchases

Micro Purchases are used for very small amounts. For micro-purchasing, aggregate purchase amount is the total cost of the same category of products and services purchased over Frisco ISD's fiscal year. As such, the cost of the same category of products or services purchased using the micro-purchase method is cumulative across the fiscal year and cannot exceed the \$10,000 threshold (\$49,999.99 for Self-Certified districts). Frisco ISD will identify categories of purchases and apply the micro-purchase threshold to all products and services purchased in the same category.

Frisco ISD will distribute equally all Micro Purchases among all eligible vendors and will not apply a local or State regulation that limits the distribution of purchases to one vendor.

### Frisco ISD Child Nutrition will apply the following regulation and processes to all Micro Purchases:

- A. All unplanned, non-routine purchases with an aggregate total or annual aggregate total if similar categorical products that do not exceed the threshold of \$10,000 (\$49,999.99 for approved Micro-Purchase Self-Certification to Increase Threshold) are allowed (2 CFR 200.67) and will include:
  - a. Documentation that explains the reason for the purchase and vendor name.
  - b. List of items or services purchased.
  - c. Receipt.
  - d. All documentation will be kept in a file labeled "Micro-Purchases".
- B. Types of Micro-Purchases allowed, but not limited to:
  - a. Emergency and/or equipment repair parts
    - i. Frisco ISD will review previous year costs and future costs to determine if this type of purchase qualifies for Micro Purchase.
    - ii. Frisco ISD has created categories appropriate for repairs and parts that contain same-type products.
    - iii. Frisco ISD reviews aggregate costs for:
      1. Small to medium catering events
      2. Emergency food shortages
      3. Staff training and travel expenses
      4. Small kitchen equipment purchases
      5. One-off/one-time purchase of a product or products
- C. The following employee positions have permission to make a Micro-Purchase:
  - a. Food Service Director; CN Coordinators
  - b. Dietitian; Warehouse Manager, Maintenance Supervisor, Catering Manager
  - c. Directors Secretary; Operations Secretary;
- D. Eligible vendors
  - a. Equitable distribution of purchases will be made to all suppliers within an appropriate proximity to the district's school sites.
  - b. All suppliers within the school district boundaries
  - c. District-approved and qualified suppliers found on the Frisco ISD Vendor List
- E. Interested Vendors
  - a. Frisco ISD will ensure that any vendor with an interest in becoming "qualified" is provided with all the necessary information and assistance if needed to become "qualified"
  - b. Frisco ISD has a separate list of eligible vendors, please see list at the google link. [Vendor List A-Z Vendor](#)
- F. Cost Reasonableness and Payment for Micro-Purchases

- a. The cost must not exceed an amount incurred by a prudent person under similar circumstances.
  - b. Frisco ISD will do a cost comparison (price “shopping”) to ensure the price is reasonable.
- G. Frisco ISD allows the following payment types for Micro Purchases:
- a. Purchase Orders
  - b. Store Credit Card to be picked up from the Business Office

### **Self-Certification of a Higher Micro-Purchase Threshold**

Per TDA Administrator's Reference Manual, Section 17, Procurement:

CEs may use a higher micro-purchase threshold up to \$49,999.99 if approved by TDA. Annually by October 31, any CE opting to use a higher threshold must submit the request form located at <https://squaremeals.org/Programs/National-School-Lunch-Program>. If approved by TDA, the CE must include the higher threshold in their procurement procedures.

The request must include justification and clear identification of the threshold. The CE must also maintain supporting documentation of one of the following, to be reviewed during an Administrative Review:

- Qualification as a low-risk auditee in accordance with 2 CFR 200.5220 for the most recent audit;
- An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or.
- For public institutions, a higher threshold is consistent with State law.

### ***Frisco ISD opts to utilize Self-certification to increase the Micro-Purchase Threshold to \$49,999.99.***

Frisco ISD uses the following for purchases under \$50,000.

1. A quote request is not formal bidding, only “price shopping” to ensure we receive the best value when buying products and services. Quotes are proof that we are being good stewards of public funds.
2. State and federal law and local policies and procedures determine the number of quotes you need to make a purchase. By law, you must have one set of purchasing procedures you use for all purchases, whether it is 199, 164, 211, or 699, etc.
3. Staff must have two quotes for purchases of \$50,000 or more and a [Best Value Justification Form](#). This includes purchases from a vendor qualified through an FISD bid or a purchasing cooperative.

Quote requirements for Frisco ISD are summarized in the table below:

TABLE 2: Quotes		
Purchase Amount	Number of & Type of Document Needed	Rule
\$0 to \$4,999	0	FISD policies & procedures
\$5,000 to \$49,999	1 Quote	FISD policies & procedures
\$50,000 or more	Use an FISD qualified vendor. 2 Quotes and Best Value Form	TEC 44.031

### Small Purchases

The small purchase method is an “Informal Method” where the cost of the same category of products and services purchased over the CE’s fiscal year does not exceed the Small Purchase Acquisition threshold of \$50,000. Small Purchases can be used for purchases under \$50,000. TDA guidelines include:

- A. Aggregate purchase amount less than \$50,000.
- B. Buy American (for food items).
- C. Competitive Purchasing. Without Self-Certification, Child Nutrition would obtain price quotes from at least three (3) responsible and responsive vendors. Only one of the 3 quotes can come from a non-USDA approved RFP.

***CN is approved for “self-certification” to increase the micro-purchase threshold up to \$49,999.99.*** Micro-purchases do not require the CE to solicit quotes or compare prices as long as the price is reasonable. ***See Table 2 above for the quote requirements followed by Frisco ISD purchases.***

- D. Contract. If the small purchase results in a contract, Child Nutrition will ensure the contract meets all TDA contract requirements and give the contract for Legal approval through FIELDS Laserfiche Contract Approval portal.
- E. Cost Analysis. This will be completed by Child Nutrition in the Planning phase.
- F. Price. Child Nutrition will review quotes to ensure the most responsible and responsive offer is awarded. Price will be the number one consideration. If a vendor who did not quote the lowest price is chosen, Child Nutrition will document the “responsible” reasoning behind the decision.
- G. Routine Purchasing. Through small purchase documentation, Child Nutrition will ensure routine purchases are not broken into smaller purchases to qualify for small purchasing.
- H. Solicitation. Unlike micro purchases, small purchases require documentation of the specifications and/or technical requirements sent to the quoting vendors. Each vendor

must be given the same solicitation information. Documentation, solicitation, and records retention are the responsibility of Child Nutrition.

### **Formal Procurement (2 CFR 200.320); ARM Section 17**

When the total estimated costs exceed the simplified acquisition threshold, a formal procurement method must be chosen. Invitation for Sealed Bids and Request for Competitive Proposal are the two formal procurement options.

### **Capital Expenditures**

**TDA requires CEs get pre-approval on expenditures for food service equipment or alterations to equipment, if the total equipment “per unit” cost is greater than \$5,000.** Prior to buying, the Child Nutrition Director will submit a TDA request form. The request will include:

- A. District Name, CE ID, and contact information (phone and email address).
- B. Description of the equipment, including the purpose and how it supports the operation or maintenance of the District.
- C. Provide an estimated cost and whether FISD has sought bid pricing.
- D. Describe how the old equipment (if any) will be disposed of and acknowledge that any proceeds from the disposal will be used to offset the cost of the replacement.
- E. Acknowledge that any equipment purchased will be used exclusively by the District.

### **Competitive Sealed Bidding (IFB - Invitation for Sealed Bids)**

**The competitive sealed bidding method is a “Formal Procurement Method” that is used when the contract value is at or above the Small Purchase threshold, which is \$50,000 in the state of Texas.**

- A. **Public Advertising.** Frisco ISD Child Nutrition will adhere to the following guidelines:
  - a. The publication can be digital or a combination of digital and print; the advertisement does not have to run in a single publication if a combination of multiple print and digital options is more cost effective.
  - b. For a print publication that publishes other than daily, a single advertisement would count for the full number of days that the publication is in circulation.
  - c. Note that a posting on the CE’s website does not count as a digital advertising, but CE’s are encouraged to publish links within the advertisement to allow for more information on the CE’s website.
  - d. The district will include the following in the published advertisement:
    - i. Name of the district
    - ii. Address & phone number for location where any potential bidder may obtain the solicitation; a web site address may be used.
    - iii. Date, time and location of the public opening if any
    - iv. Deadline for submissions
    - v. General category; or title and number of the solicitation
    - vi. How contract will be awarded
    - vii. Method and criteria for the evaluation of offers
    - viii. Method of payment
  - e. The district will utilize the following methods of advertising and publications for

all formal procurement methods:

- i. Star Local Media: Frisco Enterprise, Celina Record, STAR Classified (covers communities: Allen, Carrollton, Celina, Coppell, Flower Mound, Frisco, Lake Cities, Lewisville, Little Elm, McKinney, Mesquite, Plano, Prosper, Rowlett, The Colony). Advertisements are both digital and print.
- ii. Internet: Frisco ISD advertises all solicitation online through the Procurement Department webpage as well as through Star Local Media.

**B. Frisco ISD will ensure the following conditions when preparing an IFB:**

- a. A complete, adequate, and realistic specification or purchase description will be made available
- b. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price
- c. Evaluation criteria will be included in the solicitation in regard to determining a winner if the same price has been received from 2 or more vendors

**C. Frisco ISD will adhere to the following requirement in Soliciting and Evaluating an IFB:**

- a. Conduct cost analysis to include all products or services to be purchased along with estimated quantities.
- b. Current pricing will be used to determine contract value and cost reasonable.
- c. Solicitation will be publicly advertised
- d. Provide detailed information such as response time, date and time responses are to be received, how responses must be submitted, date and time of public opening, and any other pertinent details
- e. Provide product and/or service specifications that allow multiple responses
- f. Award the contract to the most responsive and responsible bidder. Factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest.
- g. Any or all bids may be rejected if there is a sound documented reason

**D. The following employee positions will participate in the IFB Procurement Method:**

- a. Food Service Director
- b. Nutrition Coordinator
- c. Operations Coordinator

**E. The following duties will be performed by any or all assigned to evaluate an IFB:**

- a. Write product or service specifications
- b. Write the solicitation document
- c. Send the IFB to potential suppliers
- d. Participate in the opening of the submitted bid quotes and determine a winner

**F. Eligible Vendors**

- a. All suppliers that have been identified as potential bidders
- b. Only-district approved and qualified suppliers
  - i. CE will ensure that any vendor with an interest in being "qualified" is provided with the details of how to become qualified and has a fair opportunity

**G. Payment for IFB Purchases**

- a. PO to be created prior to the invoice payment. This is handled through the Business Office

**H. Material Change**

- a. District will review quarterly velocity reports and sales reports to ensure that the

- total amount spent does not exceed the contract value as forecasted.
- b. District will ensure a year-end expenditure assessment prior to any bid renewal release to confirm that a material change has not occurred or will occur because of additional items added to the renewal bid.
  - c. If a material change is discovered, the district will release a new solicitation.

### **Competitive Proposals (RFP - Request for Proposal)**

**A request for proposal is a “Formal Procurement Method” used for purchase when an IFB is not appropriate. An RFP describes in a general way what is needed and requests that vendors submit a proposal for servicing the needs of the district. RFP’s can be used for either goods or services and require the prospective vendor to submit a technical proposal that explains how they will meet the objectives of the solicitation document and a cost element that identifies the costs to accomplish their proposal. Price is to remain the major consideration but can be one of many evaluation factors used to determine the most advantageous winner. The RFP also allows for negotiation as a means to obtain the best value or price.**

**1. Frisco ISD will ensure the following conditions when preparing an RFP:**

- a. A complete, adequate, and realistic specification or purchase description will be made available
- b. The procurement lends itself to a firm fixed price contract or cost reimbursable price
- c. The selection of the successful bidder will be made after an evaluation of criteria with price being the “heaviest weighted factor”
- d. Negotiation of price or best value will be handled with complete fairness and integrity

**2. Frisco ISD will adhere to the following requirements in Soliciting and Evaluating an RFP:**

- a. Conduct a cost analysis to include all products and services to be purchased along with estimated quantities.
  - i. Current pricing will be used to determine contract value and cost reasonable.
- b. The solicitation will be publicly advertised
- c. Solicitation document will include a cover sheet with the RFP description, contact information, issue date, closing date, and opening date
- d. Written instructions and bidder information sheet to be completed by the proposer
- e. Clear product and/or service specifications
- f. Clear description of district demographics and product usage (as relevant)
- g. Clearly stated evaluation criteria to include a scoring rubric
- h. Standard and/or Special Terms and Conditions of the contract
- i. Discounts, Rebates, and/or credit provisions where applicable
- j. Utilize questionnaires as appropriate
- k. Reference Sheet
- l. Certifications per ARM 17 and Appendix II to Part 200 of 2 CFR 200:

**3. Awarding of the contract:**

- a. Evaluation will consist of product quality, services, or past performance, but not limited to, along with price as the heaviest weighted factor
- b. Cost plus percentage of cost will not be allowed as a basis for award (2CFR 200.320)

- c. Any or all bids may be rejected if there is a sound documentation for reason
- 4. The following employee positions will participate in the RFP Procurement Method:**
  - a. Food Service Director
  - b. Nutrition Coordinator
  - c. Operations Coordinator
- 5. The following duties will be performed by any or all assigned to evaluate the RFP:**
  - a. Write product or service specifications
  - b. Write the solicitation document
  - c. Send thruRFP to potential suppliers
  - d. Participate in the opening of the submitted bid quotes and determine a winner
  - e. Food Service Director; Nutrition Coordinator; Operations Coordinator; Purchasing Director; Purchasing Buyer
- 6. Eligible vendors**
  - a. All supplier that have been identified as potential bidders
  - b. Only district-approved and qualified suppliers
- 7. Payments for RFP Purchases**
  - a. PO to be created prior to invoice payment. This is handled through the Business Office and becomes the "contract"
- 8. Material Change**
  - a. District will review quarterly velocity reports and/or sales reports to ensure that total amount spent does not exceed the contract value as forecasted.
  - b. District will ensure a year-end expenditure assessment prior to any bid renewal release to confirm that a material change has not occurred or will occur because of additional items added to the renewal bid.
  - c. If a material change is discovered, the district will release a new solicitation.

## **Non-Competitive Negotiations and Sole Source Procurements**

**These types of procurement methods are used to compensate for the lack of competition. This lack of competition may result from overly restrictive solicitation documents, an inadequate number of suppliers in the area or the procurement environment may have been compromised by inappropriate supplier actions (i.e., market allocation schemes). Non-competitive negotiation occurs after the solicitation (sealed bid, competitive negotiation or small purchase) has been issued, but competition on that solicitation has been deemed inadequate.**

Child Nutrition will determine if a noncompetitive method is proper when one or more of the following types of circumstances apply: sole source, emergency, or public emergency.

- 1. Inadequate competition in a formal procurement method**
  - a. Frisco ISD will follow through with the following procedures when a single quote or bid response is received:
    - i. Research the reasons for a single response
    - ii. To the best ability possible, determine if the bid was too restrictive or released in a way that prevented open and fair competition
      - 1. Document reason for inadequate responses
      - 2. Release a new bid and correct any items that created restrictions



3. Follow proper procurement procedures as outlined in this manual with new advertisement and corrections to allow for more competition.
  - iii. If determined that no other company is able to provide the goods or services and qualifies as a Sole Source, follow the outlined steps below.
    - b. Determining if the Products or Services Solicited Qualify as a "Sole Source"**
      - i. The solicitation was adequate and allowed for open and fair competition
      - ii. The single responder is a responsive and responsible bidder
      - iii. The product or service are only available from one single supplier
      - iv. If a single bidder qualifies as "sole source", the process for pre-award will be followed.
    - c. Sole source Pre-Award Process**
      - i. Frisco ISD will document all bidding activities and submit the "Noncompetitive Procurement Request Form" found on the squaremeals.org website.
      - ii. Frisco ISD will wait to receive the approval to award a sole source vendor from TDA
      - iii. Frisco ISD will award the sole source bidder with approval
- 2. Public emergency exists**
  - a. Frisco ISD will obtain TDA's approval prior to award and purchase of products or services. All requests for approval must be submitted through the State Agency's online system, TX-UNPS.
- 3. The following employees positions oversee the approval process for Non-Competitive and/or Sole Source Procurement Method:**
  - a. Purchasing Director
  - b. Child Nutrition Director
  - c. Child Nutrition Coordinator
- 4. Frisco ISD considers the following purchases as non-competitive:**
  - a. Purchase of Services from A Unit of State and/or Local Government
  - b. Membership for Professional Organizations
  - c. Seminars, Workshops
  - d. Conferences

## Evaluation and Award of a Contract

The evaluation criteria will be agreed upon by Child Nutrition and Purchasing prior to the issuance of the solicitation. FISD will use the following guidelines when awarding solicitations:

- A. No matter the type of solicitation, cost will be the primary consideration when awarding a contract.
- B. Child Nutrition will ensure equitable distribution for all Micro-Purchases.
- C. The lowest bid will be awarded for Small Purchases and IFBs.
- D. The Child Nutrition Director will submit a Non-competitive Sole Source Request Form and obtain non-competitive sole source approval prior to the award of a sole source vendor.
- E. The Child Nutrition Director will determine if a non-competitive emergency purchase is needed, using TDA guidelines. A Non-competitive Emergency Request Form will be submitted to TDA within a reasonable time, following the procurement.
- F. RFPs will be awarded to the most responsible and responsive offeror(s) whose offer(s) is most helpful to the program, based on the evaluation rubric detailed in the solicitation.



Price and other factors will be considered. RFPs may be awarded to multiple vendors, as TDA allows for the use of one solicitation to award multiple contracts to different offerors by category or line item.

Responsive is defined as having pricing information specific to the products and/or services to be bought. Responsive is defined as able to provide the products and/or services listed in the solicitation.

## **Invoicing and Payments**

Child Nutrition will review all invoices to ensure they are correct, that costs are allowable, and that invoices are paid from the correct account. Accounting will ensure all invoices tie to a specific purchase order and provides a second review for duplicate purchases.

## **Full and Open Competition | Vendor Management**

- A. Child Nutrition and Purchasing will ensure that any vendor with an interest in becoming qualified is provided with all the necessary information and assistance, if needed, to become qualified.
- B. Entities wanting to become vendors, will be encouraged to register in Ion Wave, FISDs electronic bidding system. In doing so, the vendor will receive an invitation to respond to Child Nutrition IFBs and RFPs when they are issued.
- C. Purchasing will maintain a list of qualified vendors, updated monthly and posted on the FISD procurement page, <https://www.friscoisd.org/departments/procurement/home>

## **Procurement Standards**

To jump to a specific standard, hold down the CTRL key and click the link.

[Bid Protest Procedures](#)

[Contract Disputes, Terminations/Non-Renewals](#)

[Market/Economic Price Adjustments in Vendor Contracts](#)

[Applying Geographical Preference in Procurement](#)

[Discounts, Rebates, and Credits](#)

[Buy American Provision](#)

[Cost Analysis](#)

[Small and Minority Businesses, Women Business Enterprises, and Labor Surplus Area Firms and/or Disabled Veteran Business Enterprises \(MWDVBE\)](#)

[Local Sources Products: Farm to School Initiative](#)

[Use of Excess and Surplus Property](#)

[Recalls](#)

[Unnecessary or Duplication of Goods/Services](#)

[Cooperative Purchasing](#)

[Appendix A](#)

## **Bid Protest Procedures**

Any interested party may protest any of the following situations:

- A. Solicitation or other request for offers for a contract for the procurement of property or services
- B. Cancellation of a solicitation or other request
- C. Award or proposed award for a contract
- D. Termination of a contract, if the protest alleges that the termination was based on improprieties in the administration of the contract

**Frisco ISD will do the following for every bid:**

- A. Include clear instructions in each solicitation document about questions and protest procedures.
- B. Frisco ISD will allow respondents to request clarification of information prior to the close of the bid/proposal.
- C. Notify bidders that protest requests must be received a minimum of 3 business days prior to the close of the bid/proposal.

**Frisco ISD will do the following in response to bid protests:**

- A. Frisco ISD will address all respondent protests within 24 hours of the bid award.
- B. Follow all written procedures to resolve protests.
- C. Frisco ISD will provide evaluation scores and pricing at the request of the respondent. Violations of law should be referred to the local, state or Federal authority. (2 CFR, Section 200.318[k]).
- D. Notify TDA when a protest is received.
  - a. The district will email TDA with the details of the protest to the following address:  
[school.operation@TexasAgriculture.gov](mailto:school.operation@TexasAgriculture.gov)
- E. Retain all documentation related to the protest.
- F. Frisco ISD will address the request for additional information as an addendum to all respondent, and
- G. Ensure that all protests are addressed
- H. Protest of a Solicitation
  - a. Formal solicitations will instruct vendors to submit a notice of protest, in writing, to the Purchasing Buyer responsible for the solicitation.
  - b. The Purchasing Buyer will send the protest to the Director of Purchasing and to the Director of Child Nutrition. The Director of Child Nutrition will notify TDA that a protest has been received.
  - c. If the protest is deemed reasonable, the Director of Purchasing will communicate with the vendor to resolve the issue.
  - d. If the protest is not deemed reasonable or the vendor does not agree to the resolution proposed by the Director of Purchasing, the protest will be forwarded to the Chief Financial Officer for resolution and communication with the vendor.

**Frisco ISD will do the following in response to Protest of an Award:**

If a vendor believes it has been aggrieved by the outcome of an award, the Director of Purchasing will ask to schedule a meeting with the vendor to ensure the vendor understands what transpired with the award.

- A. If the vendor still feels aggrieved, the vendor may give a protest, in writing, within 5 business days of public notice of award.
- B. Protests should be emailed to the below individuals based on the level of protest. The Director of Child Nutrition will receive a copy of the protest and will notify TDA that a protest has been received.
- C. Details of the protest will be emailed to TDA at the following email address:

[School.Operations@TexasAgriculture.gov](mailto:School.Operations@TexasAgriculture.gov)

- a. Level 1: Award Value \$0 - \$499,999 - Protest sent to Director of Purchasing
- b. Level 2: Award Value \$500,000 - \$999,999 - Protest sent to Chief Financial Officer
- c. Level 3: Award Value \$1,000,000 and above - Protest sent to Superintendent
- D. The protest should include:
  - a. A specific identification of the statutory or regulatory provision(s) that the action complained of is alleged to have violated;
  - b. A specific description of each act alleged to have violated the statutory or regulatory provision(s);
  - c. A statement of relevant facts;
  - d. An identification of the issue or issues to be resolved; and
  - e. Argument and authorities in support of the protest.
- E. If a timely protest, FISD will temporarily delay the procurement in question unless the Superintendent determines that the award is necessary to protect the interest of the District and/or the protest would not affect the outcome of the award.
- F. FISD will submit a written response to the protest within 10 business days of receipt.
  - a. If it is determined that no violation of rules or statutes has occurred, FISD will inform the vendor by a letter which sets forth the reasons for the determination.
  - b. If it is determined that a violation has occurred in a case where a contract has not been awarded, FISD will inform the vendor by letter which sets forth the appropriate remedial action.
  - c. If it is determined that a violation has occurred in a case where a contract has been awarded, FISD will inform the vendor and may declare the contract void.
- G. The protesting vendor may appeal FISD's decision. A written appeal should be sent to the FISD Board of Trustees with 5 business days of written receipt of FISD's decision.
- H. A decision shall be issued by the FISD Board of Trustees within 30 days of receipt of the appeal and shall be the final administrative action.

**Contract Disputes, Terminations/Non-Renewals**

Frisco ISD will take action to remedy any circumstances where the contractor does not provide products and/or services that meet the expectations and apply the options to terminate or not renew a contract based as allowed by the terms and conditions of the contract.

Frisco ISD will document efforts related to a possible or actual termination or non-renewal of a contract.

Where there is a dispute, Frisco ISD will follow its written procedures and terms and conditions of the contract to resolve the dispute. This will include but not limited to, the following actions.

1. Raise the issue with the contractor, communicating specifically how the problem can be resolved to meet the specifications and/or technical requirements for the products and/or services, as described in the solicitation and contract.
2. Provide the contractor with written notification of the issue and state that immediate correction is expected, and failure to do so will be considered breach of contract and could result in the termination of the contract.
3. Provide the written notification by a method that will date stamp the day sent, and the date received.

If a contractor continues to be unable to provide the contracted products and/or services, Frisco ISD will determine if termination of the contract or non-renewal of the contract is warranted. Should the district choose to terminate the contract or not renew a contract, the district will perform this action according to the terms and conditions of the contract.

Frisco ISD will retain documentation, demonstrating actions taken to resolve the issue and the result of each action.

Frisco ISD may determine that the termination of a contract may prevent the contractor from future bidding as a non-responsible contractor. Frisco ISD maintains the right to reject a terminated contractor's bid, even if lowest cost or best evaluation score, based on documentation of poor performance or previous contract termination.

### **Market/Economic Price Adjustments in Vendor Contracts**

Sometimes contracts require price adjustments due to market and/or economic conditions. When this happens, Purchasing will include information in the solicitation that allows for price changes. The information will include when and how to submit the price changes and detail supporting documentation requirements.

These economic price adjustments, which allow a District to adjust costs in the contract, should be tied to an appropriate standard or cost index. Relating the price adjustments in a contract to an index allows the District to ensure that increases under the contract are not without basis. For example, if fuel prices are increasing drastically, a proper index such as the Consumer Price Index (CPI) will reflect this change.

This index is preferred because the USDA uses this index for the National School Lunch Program (NSLP) yearly funding increases. The intention is that if the USDA increased funding by a certain percentage the District would be able to allow the increase in food cost to rise at the same percentage. Vendors will be able to bid on multi-year contracts that allow for inflation and the District will be able to maintain a consistent level of service and food cost percentage from year to year.

Child Nutrition will accept or reject the changes upon receipt of the vendor request.

### **Applying Geographical Preference in Procurement**

The National School Lunch Act (NSLA) allows SFA's receiving funds through the CN Programs to apply a geographic preference when procuring unprocessed, locally grown or locally raised

agricultural products. This applies to operators of all the School Lunch Programs. Child Nutrition will apply geographic preference to the procurement of agricultural products that:

- Are unprocessed and retain their inherent character
- Are locally grown or locally raised
- Have not been cooked, seasoned, canned, or combined with any other products

USDA allows FISD to define local as long as it is not too restrictive. TDA allows the CE to define local as a boundary or area, such as counties, State, or multi-State as long as it is not too restrictive.

FISD defines local as “within the United States territory and a distance of 100 miles from the Districts’ main campus” (mileage may vary for items dependent on bidding preference).

Regulation prevents FISD from awarding any contract based solely on “local,” and FISD will provide clear instructions and information in each solicitation as to our definition of local and evaluation criteria for food solicitations. FISD will adhere to the policy of using USDA Federal Funds in the most efficient way possible.

### **Discounts, Rebates, and Credits**

Child Nutrition will work with Accounting to ensure that all discounts, rebates, and credits accrue back to the school nutrition account. The vendor will be required to identify the amount of each discount, rebate, or other applicable credit on bills and invoices presented to Child Nutrition. Contractors will be needed to identify the method by which they will report discounts, rebates, and credits. All discounts, rebates, and credits will be tracked via monthly invoices or annual velocity reports. Contractors will be required to maintain documentation of costs, discounts, rebates, and credits and make those available to FISD upon request.

### **Buy American Provision**

FISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district’s SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-336} added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring School Food Authorities (SFA’s) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA’s must comply with when purchasing commercial food products served in the school meals programs.

Child Nutrition will ensure that FISD purchases domestic food products per the Buy American Provision unless:

- The product needed is not produced or manufactured in the U.S. in enough and reasonable available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Child Nutrition will maintain all documentation regarding any food purchases that are deemed “non-domestic” to include cost comparisons if the product is available as a “domestic” product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the “country of origin.”

### **Cost Analysis**

Frisco ISD will conduct a cost analysis to review and evaluate each element of cost to determine reasonableness, allocability, and allowability for products and/or services to be procured. The cost analysis will include the total project cost for the products and/or services to be procured.

**Frisco ISD will use the following tools and information to create the cost analysis:**

1. List of products planned to purchase
2. Prior vs current year potential cost for comparison, or
3. Current year vs proposal pricing comparison
4. Analysis will include a review of single price and extended cost based on estimated quantities
5. Totals will be looks at for budget planning and determination of reasonableness
6. When relying on a purchasing cooperative for bid procurement, Frisco ISD will ask the cooperative for the cost analysis and review planned products for purchases as a determination for cost reasonableness and compliance with allowable expenditures.

### **Small and Minority Businesses, Women Business Enterprises, and Labor Surplus Area Firms and/or Disabled Veteran Business Enterprises (MWDVBE)**

FISD will encourage open competition amongst small, minority owned, women owned, and disabled veteran owned businesses. However, the priority in awarding any contract will be the most cost-effective use of federal funds.

### **Local Sources Products: Farm to School Initiative**

Child Nutrition is committed to local markets and family farmers in the State of Texas. The objective is to support the local agricultural economy and reduce the environmental impact of long-distance shipping. FISD defines “Local Sourced Products” as products that are grown within the State of Texas, with preference to sources located within 100 miles of the school’s main campus.

When purchasing locally sourced products, Child Nutrition will follow the planning phase as stated earlier in this manual and do a cost/price analysis to determine the most appropriate procurement method.

In order to encourage the bidders to purchase locally sourced produce, Child Nutrition may work

with Purchasing to assign additional point values in the “Award of Contract” section of the solicitation that can demonstrate:

- The bidder is purchasing produce locally by submitting a list of local farmers, their addresses, the produce that is anticipated to purchase from each farm location, and the anticipated harvest dates of the produce
- The bidder must also agree to the ability to submit a report during the term of the contract that demonstrates continued purchases from local farms

### **Use of Excess and Surplus Property**

Child Nutrition, to the best of the District’s ability, may utilize excess and surplus property when available. TDA allows a district to use a significant portion of the entitlement (PAL) allocation from USDA to purchase DOD fresh fruit and vegetable products. TDA manages the solicitation and award of the DOD Produce Vendors. Contracting Entities (CE’s) in the state of Texas, and participating in the DOD Fresh Program, can receive weekly deliveries as outlined in the awarded contract.

### **Recalls**

FISD will use the following recall procedures in regard to products that have been recalled, or are discovered to be defective or faulty::

- A. The Nutrition Coordinator will register for email notifications of recalled products through USDA Food Safety and Inspection Service ([usfsis@public.govdelivery.com](mailto:usfsis@public.govdelivery.com)) and/or [recalls.gov](http://recalls.gov) or any other viable resource in regard to food and product safety and recalls.
- B. Vendors’ Recall procedures will be requested with every Small Purchase, IFB and RFP procurement method used.
- C. Any notices or alerts from awarded vendors or distributors regarding a recalled product will be handled by Child Nutrition immediately, following all instructions from the vendor or distributor regarding the handling of the recalled product.
- D. Actions may include but not be limited to:
  - a. Disposal of all affected product
  - b. Photos of products affected, documentation of case lot numbers, distributor codes or any other pertinent information as documentation of product origin
  - c. Removal of affected product to a safe area to be picked up by the vendor or distributor
  - d. Credits issued for all affected product that could not be used

### **Unnecessary or Duplication of Goods/Services**

FISD will avoid acquisition of unnecessary or duplicative items/services by adhering to the following:

- A. Child Nutrition will implement internal controls to ensure that the district does not engage in contracts with duplicative services (paying for the same service twice) from the same contractor or different contractors.
- B. Child Nutrition will review all contracts and all products that are planned to be purchased from cooperatives to ensure that all purchases will not create payment for duplicative services.
- C. Child Nutrition will review cooperative memberships to ensure that all products



- planned for purchase are not receiving a duplicated indirect fee.
- D. Child Nutrition will determine if there are items in the District that may not be in use and consider transferring items before determining if purchase is necessary.
  - E. Child Nutrition will confirm the item(s) being purchased are needed to serve, prepare, receive, transport or be stored for the planned menus.

## **Cooperative Purchasing**

Frisco ISD may participate in a purchasing cooperative when it is determined to be in the best interest of the district. As a governmental agency, Frisco ISD has the option to legally join a “governmental agency or Education Service Center (ESC) agency” purchasing cooperative through an Interlocal or InterAgency Agreement., FIRD will use cooperative purchasing to take advantage of economies of scale. When using a cooperative, Child Nutrition will:

- A. Ensure there is an updated written participation agreement with the cooperative. The agreement will include:
  - a. Provide product estimated quantities planned for purchase for each bid selected.
  - b. Review that all procurement documents and cooperative processes have been conducted in accordance with applicable Federal, State and local regulations.
  - c. Will confirm that their addition to any contract selected does not create a material change in scope of the contract is significant enough that potential bidders might have bid differently had they been aware of the impacts from adding additional agencies.
    - i. Will review each solicitation document regarding material change threshold to confirm that the additional purchases will not exceed the contract value threshold.
    - ii. Will confirm how the cooperative tracks additional items if any and contract values.
- B. Will confirm any USDA foods, rebates, credits, or discounts are received.
  - i. Will ensure that all USDA food discounts are shown in the bid catalogs.
  - ii. Will review each invoice received against bid documentation for USDA foods discounts for correctness.
  - iii. Will ensure that the documented discount is the amount received from the awarded vendor.
  - iv. Will verify appropriate amounts of donated foods drawdown have occurred through use of the tracking systems for commodity usage.
- C. Cooperative Fees or Charges and/or Rebates
  - i. Any fees or charges from the cooperative for membership will be reviewed and reconciled based on the terms and payments per cooperative agreement.
  - ii. Frisco ISD reconciles all fund accounts and cooperative fees will be reviewed at that time.
  - iii. Rebates from cooperative fees paid directly or any type of vendor participation fees paid indirectly that the cooperative collects will be tracked or confirmed received per the cooperative agreement regarding such rebates.
  - iv. District will ensure the cooperative agreement outlines the process used to cover cooperative costs and overhead along with the reporting and rebate schedule.



- D. District will ensure that the cooperative provides 24/7 access to all documentation related to the solicitation before it is released, bid responses and contracts for compliance. All documents will be reviewed and downloaded to ensure district can stay compliant with records retention requirements to include but not limited to:
- i. Solicitation
  - ii. Verification of Published Advertisement
  - iii. Contract Terms and COnditions
  - iv. Evaluation Criteria
  - v. Responses to include certifications and pricing
  - vi. Evaluation Committee scores
  - vii. Notification of Awarded vendor(s)
  - viii. Documentation of any extensions or Amendments
  - ix. Recall Procedures

## Appendix A

### **Appendix of Certifications**

The following certifications will be used in all formal procurement methods. Each will be listed in the Terms and COnditions and/or a separate document requiring a signature or initial indicating contractor/vendor agrees.

Intangible Property	<u>2 CFR 200.315</u>
Procurement of Recovered Materials/Solid Waste Disposal	<u>2 CFR 200.323(b)</u>
Profit as a Separate Element of Price	<u>2 CFR 200.324</u>
Record Retention Requirement	<u>2 CFR 200.334</u>
Rights to Inventions	<u>37 CFR §401.2 (c)</u>
Anti-trust Certification	Section <u>2155.005</u>
Certification of Residency	<u>Chapter 2252, Subchapter A</u>
Companies Engages in Business with Iran, Sudan, or a Foreign Terrorist Organization	<u>Chapter 2252, Subchapter F</u>
Compliance with the Energy Policy and COnservation Act	<u>Pub. L. 94-163, 89 Stat. 871</u>
Compliance with Texas Family Code	Section <u>231.006</u>
Food/Product Recall and HACCP Procedures	<u>7 CFR 250.15(c)</u>
Form 1295	Section <u>2252.908</u>
Health & Safety Certificates, Licensing and Regulation	<u>ARM Section 17</u>
No Israel Boycott	<u>Section 808.001</u>
Prohibited Employment Assistance	<u>20 USC 7926</u>
Non-Collusion Declaration	<u>Section 15.01</u>
Non-Collusion Affidavit	<u>Section 15.01</u>
Signature and Declaration of Compliance	Notary of Public Required
Proposal Form	200.326 Appendix I To Part 200
Breach of Contract Terms, Sanctions and Penalties	<u>200.326 Appendix II to Part 200 (A)</u>
Termination for Cause or Convenience	<u>200.326 Appendix II to Part 200 (B)</u>

Certificate of Insurance	<u>2 CFR 200.447</u>
Cooperative Agreements	<u>ARM Section 17c</u>
Byrd Anti-Lobbying	<u>2 CFR 200.450; 200.326 Appendix II Part 200 Sec. "I"</u>
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts	<u>200.326 Appendix II To Part 200 Sec H</u>
Davis-Bacon Act (construction bids only)	<u>200.326 Appendix II Part 200 Sec. "D"</u>
Copeland "Anti-Kickback" Act (construction bids only)	<u>200.326 Appendix II Part 200 Sec. "D"</u>
Clean Air and Water Certificate	<u>200.326 Appendix II Part 200 Sec. "G"</u>
Equal Opportunity Employment	<u>200.326 Appendix II Part 200 Sec. "C"</u>
Contracting with Small, Minority, Women Business Enterprises, and Labor Surplus Area Firms	<u>2 CFR 200.321</u>
Conflict of Interest Questionnaire	24 CFR § 3282.359
Disclosure of Lobbying Activities	<u>Appendix B To Part 418 2 CFR</u>
Felony Conviction Notification	<u>21 CFR 1301.90</u>
Nutrition Services Certification For "Buy American" Provision	<u>7 CFR 210.21 Sec. D</u>
Nutrition Services "Buy American" Waiver Exception List	<u>7 CFR 210.21 Sec. D</u>
Certificate Regarding Workers Compensation	<u>48 CFR 970.2803-1</u>
Certificate Regarding Drug-Free Workplace	<u>38 CFR § 48.635</u>
Certificate Regarding Alcoholic Beverage And Tobacco-Free Campus Policy	<u>21 CFR § 1140.1</u>
E-Verify	48 CFR 52.222-54
Iran Contracting	<u>48 CFR 25.703-3</u>
Civil Rights/Discrimination	<u>2 CFR 3187</u>
Solid Waste Disposal Act	Section 600 as amended by the Resource Conservation and Recovery Act
W9	Most Current Version Required



## UPDATE RECORDS AND ENDNOTES

This manual is updated every year and as necessary based on changes to the TDA ARM.

September 12, 2020: Manual updated for SY21.

January 6, 2021: Update to the Cost Analysis section.

August 16, 2021: Manual updated for SY22. Several major entries and changes due to updates in the TDA ARM dated June 2021.

November 14, 2022: Removed all language pertaining to Micro-Purchase threshold self-certification to higher amount. TDA has retracted language that CE's are allowed to do this. Micro-Threshold remains at 10K for annual aggregate in categories of same-type products.

July 26, 2023: Public Advertisement updated. Added sample list of categories.

August 4, 2023:

Additional "Material Change" language was added to pages 8 and 10.

Additional language was added to pages 11 under Cooperative Membership and Procurement regarding rebates, credits, and discounts of USDA foods; fees and rebates from cooperatives; and access to all cooperative documentation.

Additional language on page 17 regarding how TDA will be notified on protests received.

Added a list of categories for Micro-Purchase and Small Purchase procurement methods.

August 4, 2024:

Additional "Material Change" language was added to pages 11 and 13.

Additional language was added to pages 23-24 under Cooperative Membership and Procurement regarding rebates, credits, and discounts of USDA foods; fees and rebates from cooperatives; and access to all cooperative documentation.

Additional language on page 17 - 18 regarding how TDA will be notified on protests received.

Added a list of categories for Micro-Purchase and Small Purchase methods.

Added language regarding "Self-Certification" to Micro Purchase threshold. TDA began allowing CE's to self-certify in 2023.

September 16, 2024: Added a new section on page 19-20 regarding Contract Disputes, Terminations/Non-Renewals.