

Valor Classical Academy
Child Nutrition Program Procurement Procedures and Code of Conduct

I. PURPOSE

This code of conduct, established procurement procedures, and all procurement transactions shall be conducted in a manner that provides the maximum of free and open competition.

The policies and procedures presented here are consistent with current applicable state and federal law. As necessary, the Board of Directors will revise this document to comply with federal, state, county, and city laws. Such changes, if approved by the Board, will be reflected by the corresponding minutes of such action.

II. SCOPE

These procedures apply only to the use of Child Nutrition Program or National School Lunch Program funds. These procedures apply to all purchases of supplies, equipment, materials, and services related to these programs. Financial policies and procedures for the use of general funds are not covered by this policy.

III. CODE OF CONDUCT

Pursuant to 2 CFR 200.318 (c) (1), a code of conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by USDA Food and Nutrition Program Funds.

A. Conflict of Interest

1. No employee, officer, or agent shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award or in any tangible personal benefit offered by the firm:
 - The employee, officer, or agent;
 - His or her partner;
 - Any member of his or her immediate family;
 - An organization which employs or is about to employ one of the above.

2. School employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
3. Penalties for violations of the code of conduct of the school's Child Nutrition Program may include any or all of the following:
 - a. Reprimand or other disciplinary action by Board or Principal
 - b. Dismissal by Board or Principal
 - c. Additional legal action necessary

B. Incentives and Rebates

Employees are not to accept incentives or rebates from a supplier without the explicit advance written approval of the Principal or Board Chair.

If a manufacturer's rebate is offered on a purchase made by an employee, policy requires that the rebate check be made payable to Valor Classical Academy, and that the credit of the funds is returned to the same fund source as the expenditure.

IV. PROCUREMENT GENERALLY

When making purchases with federal funds, the school will follow its procurement policies and procedures which reflect applicable State and local laws and regulations, provided that the procurement practice also conforms to applicable Federal law and the standards identified in applicable federal regulations.

A. Authorization and Control

It is the policy of this school to conduct its purchasing program in a manner to ensure optimum use of school funds. The Board, or its designee, reserves the right to determine what is in the best interest of the school.

B. Micro-Purchase Procedures

Notwithstanding the process for Board-approved purchases, when using federal funds the School Leader or designee may purchase the supplies or services using simplified acquisition procedures when making aggregate purchases of \$15,000 or less, and when making such purchases shall otherwise comply with all applicable school purchase order procedures.

C. Simplified Acquisition Procedures

When procuring goods or services, whether with federal or state funds, the school shall comply with all applicable requirements and procedures set forth in the school policies and procedures as well as applicable Idaho law. For purchases less than the Federal Simplified Acquisition Threshold, the Board may adopt small purchase procedures which do not otherwise conflict with school purchasing policies and procedures or applicable Idaho law.

D. Cooperative Purchasing

The school may cooperatively enter into contracts with one or more LEAs to purchase materials necessary or desirable for the conduct of the business of the school provided that the purchasing cooperative follows State purchasing and federal procurement requirements.

V. PROCUREMENT METHODS AND THRESHOLDS

The school elects to follow the procedures set forth below when using CNP funds to make purchases:

Dollar amounts	Purchase method name and description	Legal reference
\$0 to \$15,000	Micro Purchases: To the extent practicable, micro-purchases are distributed equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the price is considered to be reasonable, based on research, experience, purchase history or other information and documents it files accordingly.	2 CFR 200.320 (a)(1)(ii) and defined by 2 CFR 200.67
\$15,001 - \$100,000	Small Purchase Procedures: A minimum of two (three preferred) verbal quotes shall be obtained from vendors. All responses shall be documented.	2 CFR 200.320 (b) Procurement by small purchase procedures
\$100,000 - \$250,000	Informal Bidding: Written requests for bids describing goods or services desired will be distributed to at least three vendors. Three days will be given for responses, unless an emergency exists. One day will be given for objections.	IC 67-2806 (1)
\$250,000 and above	Formal Bidding: Notice will be published at least two weeks in advance of bid opening. Bid specifications will be made available; written objections are allowed. Bid security/bond may be requested. All bids will be publicly opened at the time and place prescribed in the invitation for bids. Points will be awarded for certain criteria.	IC 67-2806 (2) Idaho requirements. 2 CFR Part 200.319 provides the language for the

	A firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bid, is the lowest in price. Any or all bids may be rejected if there is a sound documented reason.	minimum requirements of a solicitation – USDA Must take the most restrictive
Noncompetitive Procurement	Requires State agency approval	

A. Required Approvals

A capital expenditure request shall be submitted via the MyCNP Portal for equipment purchases where an individual item exceeds \$10,000 when using CNP funds. Approval must be received from the State agency before the equipment purchase is made. School-based approving authorities are outlined in the school's Financial Policies and Procedures

B. Emergency Purchases

An emergency is defined as a direct threat to life or safety of the public or protection of public facilities (not poor planning). If an emergency purchase needs to be made, a school employee may request Principal's approval in accordance with the school's Financial Policies and Procedures.

VI. COMPETITION AND SOLICITATION PROCEDURES

A. Bid Procedures and Guidance

All procedures listed below will be followed for all procurements including, but not limited to, services for professional development, purchases of instructional materials and other related supplies and resources, and food services management contracts. Awards shall be made to the lowest responsive and responsible bidder meeting the listed specifications (including product, price, delivery, and terms). The Board of Directors reserves the right to reject any and all bids or any part of any bid.

B. Publication of Notice for Bids

For the purpose of securing bids over the amount of \$150,000, the school shall publish at least once a week for two weeks, in some newspaper of general circulation within the county, a notice calling for bids. Publications will state the work to be done or materials or supplies to be furnished and the time when and the place where bids will be opened. All bid instructions and specifications will be clear and complete, setting forth all necessary conditions for competitive bidding, and shall describe in detail the quality, delivery, and service required. To assist in

determining whether bidders are responsible, the school may require prequalification procedures.

C. Opening and Acceptance of Bids

All advertised bids shall be opened in public at a prescribed time and place. Interested parties may receive prices and other information listed in the bid at the public opening. After the bids have been opened and tabulated, they will be made available for interested persons to review. No bid document will be removed from the school business office. Any bid received after the time specified in the advertised notice will be returned unopened to the bidder. Following the evaluation of bids or proposals, the SFA will provide notification of award or non award to all bidders.

D. Protest Procedures

If any bidder who submitted an offer has an objection to the award of the contract to the apparent bidder who submitted a responsive offer and is a responsible bidder with the lowest costs (in the case of a bid) or scored the greater number of points on a proposal, the objecting bidder shall notify the Principal of Valor Classical Academy within two (2) business days of the intent to dispute the awarded contract and furnish that protest, in writing, to the school business office within five (5) business days of the date of the notification of an awarded contract.

The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the Principal will review the basis for the protest, and relevant facts under such terms and conditions, as the organization considers proper. Upon completion of the review, the Principal shall submit the findings and recommendations to the Board of Directors who shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the Board of Directors, the Principal will notify the bidder involved of the organization's decision. The decision shall be final and binding on the objecting bidder.

VII. GENERAL CNP PROCUREMENT PROCEDURES

The SFA will purchase goods, products, and/or services for use in the Child Nutrition Programs (CNP) using the procedures outlined as follows.

The SFA will perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the SFA will make independent estimates before receiving bids or proposals.

The SFA will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

- It will be the responsibility of the Food Services Director to evaluate the procurement needs and forecast the amounts to be purchased so the correct method of procurement will be followed.
- The Food Services Director will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
- The Food Services Director will be responsible for maintaining all procurement documentation.
- The SFA will take all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and inclusive of specification of name brand and/or equivalent.
- Contractors or potential contractors may not be involved in developing bids.

A. Record Keeping

The SFA will maintain records sufficient to detail the history of procurement for 3 years plus the current year, or longer if audit findings remain unresolved. These records will include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

B. Contract Compliance

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

C. Multiple Contracts

The SFA will conduct all procurements in accordance with federal regulations, State agency guidance, and local procurement procedures. When necessary to ensure an adequate and consistent food supply, the SFA may award multiple contracts for the same or similar products. Multiple awards may be utilized when:

- A single vendor is unable to supply the total quantity required;
- Product availability is impacted by seasonality, geographic distribution, or supply chain disruptions;

- Awarding multiple contracts is determined to be in the best interest of program operations and participants.
- The SFA will clearly state in the solicitation (IFB or RFP) that multiple awards may be made.
- Awards will be made only to responsive and responsible vendors, based on the evaluation criteria specified in the solicitation.
- The SFA will maintain written documentation in the procurement file that includes:
 - The reason a single award was not sufficient
 - Vendor capacity or availability constraints
 - The method used to allocate quantities among awarded vendors
- The SFA will ensure that the use of multiple contracts does not restrict or limit full and open competition.
- All procurement activities will be conducted in accordance with: 2 CFR Part 200 procurement standards and 7 CFR §210.21 procurement requirements for SFAs

D. Pre-Approval of Substitutions or Deviations

The SFA will ensure that all goods and services procured for the Child Nutrition Programs conform to the specifications, terms, and conditions outlined in the solicitation and resulting contract. No substitutions or deviations from awarded product specifications, including brand, formulation, pack size, or quality standards, will be accepted without prior written approval from the SFA.

Vendors must submit all substitution or deviation requests in writing prior to delivery. Requests must include:

- Reason for the substitution (e.g., manufacturer shortage, discontinued item)
- Complete product information, including:
 - Manufacturer name
 - Product formulation and CN labeling (if applicable)
 - Nutritional equivalency documentation
 - Confirmation that the substitute product meets or exceeds all original specifications
- The SFA will review requests to ensure the substitute product:
 - Meets USDA meal pattern requirements
 - Maintains compliance with Buy American provisions, if applicable
 - Does not materially alter the contract or procurement conditions
- Approval or denial will be documented and maintained in the procurement file.
- Unauthorized substitutions or deviations may result in:

- Rejection of product at delivery
- Corrective action requirements
- Termination of contract, if repeated or significant

VIII. CONTRACT REQUIREMENTS

A. Termination

All contracts in excess of \$10,000 will include provisions addressing termination for cause and for convenience.

B. Byrd Anti-Lobbying Amendment

For all contracts exceeding \$100,000, contractors must certify compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and submit required disclosures if lobbying activities have occurred.

C. Debarment / Suspension Certificate

Contractors must certify they are not suspended or debarred from doing business with the federal government and are eligible to participate in federally funded contracts.

D. Non-Collusion Statement

Vendors submitting bids or proposals must certify that the submission is made without collusion, fraud, or conflict with other bidders.

E. Escalation / De-escalation

Contracts may include price escalation or de-escalation provisions tied to defined indices or cost drivers and must be documented in the contract terms.

F. Clean Air Act

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act.

G. Davis-Bacon Act

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act.

IX. BUY AMERICAN

- A. Definitions. For the purpose of this paragraph:
 - i. **Domestic commodity or product** means:
 - 1. An agricultural commodity that is produced in the United States; and
 - 2. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.
 - ii. **Substantially using agriculture commodities that are produced in the United States** means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.
- B. In general. Subject to Paragraph E, a school food authority must purchase, to the maximum extent practicable, domestic commodities or products.
- C. Required language. School food authorities must include language requiring the purchase of foods that meet the Buy American requirements in Paragraph A of this section in all procurement procedures, solicitations, and contracts.
- D. Limitations. Paragraphs B and C of this section apply only to:
 - i. A school food authority located in the contiguous United States; and
 - ii. A purchase of domestic commodity or product for the school lunch program under this part.
- E. Exceptions. The purchase of foods not meeting the definition in Paragraph A of this section is only permissible when the following criteria are met:
 - i. The school food authority determines that one of the following limited exceptions is met:
 - 1. The product is listed in the Federal Acquisitions Regulations (FAR) at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - 2. Competitive bids reveal the cost of a United States product is significantly higher than the non-domestic product.
 - ii. Non-domestic food purchases (those that do not meet the definition of domestic commodity or product, as defined in Paragraph A of this section) must not exceed the following caps by the established deadlines:
 - 1. By July 1, 2025, non-domestic food purchases must not exceed 10 percent of total annual commercial food costs that a school food authority purchases per school year.

2. By July 1, 2028, non-domestic food purchases must not exceed 8 percent of total annual commercial food costs that a school food authority purchases per school year.
 3. By July 1, 2031, non-domestic food purchases must not exceed 5 percent of total annual commercial food costs that a school food authority purchases per school year.
 - iii. School food authorities must maintain documentation, except when the item purchased is found on the FAR at 48 CFR 25.104 when using an exception under Paragraph E(i) of this section.
 - iv. School food authorities must maintain documentation, to demonstrate that when using an exception under Paragraph E(i) of this section their non-domestic food purchases do not exceed the annual threshold specified in Paragraph E(ii) of this section.
- F. Harvested fish. To meet the definition of a domestic commodity or product, harvested fish must meet the following requirements:
- i. Farmed fish must be harvested within the United States or any territory or possession of the United States; and
 - ii. Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel.
- G. Temporary accommodation. For school food authorities that demonstrate they cannot meet the threshold, State agencies may provide an accommodation for temporary relief from the requirement as the State agency works with the school food authority to increase domestic purchases.

X. GEOGRAPHIC PREFERENCE AND DEFINED SCORING ADVANTAGE

To ease challenges related to buying local products and to promote CNPs as a market for local producers, the Child Nutrition Programs: Meal Patterns Consistent With the 2020- 2025 Dietary Guidelines for Americans final rule expands the geographic preference option to allow CNP operators to use “local” as a procurement specification for unprocessed agricultural products for CNPs. The updated regulations for the geographic preference option are found in each program’s regulation at 7 CFR 210.21(g)(1), 215.14a(e), 220.16(f)(1), 225.17(e)(1), and 226.22(c)(1).

CNP operators may now use local (e.g., “locally grown”, “locally raised”, or “locally caught”) as a specification for local unprocessed agricultural products purchased for program meals, snacks, and milk. CNP operators can require that an unprocessed agricultural product be locally grown, raised, or caught to meet the solicitation requirements and remove products or bids that do not meet this standard from consideration.

CNP operators may also continue to apply a geographic preference through additional points or credit during evaluation for local unprocessed agricultural products. This strategy will be referred to as a “defined scoring advantage,” to

help differentiate between the concept of a geographic preference option and the two strategies that may be used to implement it.

Under the expanded geographic preference option, beginning July 1, 2024, CNP operators may choose to:

1. Use local as a specification (i.e., the written description of a product or service that a vendor must meet to be considered responsive to a solicitation) for local unprocessed agricultural products;
2. Use a defined scoring advantage (e.g., additional credit or points given to local unprocessed agricultural products during the evaluation of responses to a solicitation) for local unprocessed agricultural products;
3. Adopt a mix of both strategies; or,
4. Elect not to use any of these approaches.

A. Requirements

A Geographic Preference may only apply to the purchase of locally grown or raised, unprocessed or minimally processed agricultural products that retain their original characteristics:

- Unprocessed agricultural products: chopped, cut, sliced, diced or shucked
- Does not apply to any products that have been cooked, heated, canned or that have any additives or fillers.

B. Definition of Local

1. For the purposes of this policy, “local” is defined as products produced within the state of Idaho or within 150 miles of the school location.
2. Must not be defined in a way that restricts free and open competition.
3. Is tied to the agricultural product, not the location of the respondent.

- C. The solicitation must clearly define and describe the evaluation criteria of the award to be used: A geographic preference can be applied using a point preference system, a percentage-based system or different system.

XI. USDA NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any

program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination 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, Mail Stop 9410, Washington, D.C. 20250-9410;
2. Fax: (202) 690-7442; or
3. Email: program.intake@usda.gov.

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