

**The Capital Area Food Bank**

**PROCUREMENT PLAN  
CHILD NUTRITION PROGRAMS**

The procurement plan contained on the following pages 1-13 will be implemented on 04/05/21 from that date forward until amended. All procurements must adhere to free and open competition. Source documentation must be available to determine open competition, the reasonableness, the allowability, and the allocation of costs.

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Senior Director, DC Region

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Senior Manager, Afterschool & Summer Meals

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Date

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Date

## **The Capital Area Food Bank PROCUREMENT PLAN**

### A. Introduction

1. The Capital Area Food Bank procurement profile provides an overview of nutrition programs, demographics, goals, and priorities.
2. The Capital Area Food Bank in the District of Columbia is seeking a food service management company to furnish and deliver meals (unitized if applicable. Family style will be considered as well) to 17 sites participating in the Child and Adult Care Food Program and Summer Meals Service Program, established by the United States Department of Agriculture Code of Federal Regulations (7 CFR 226), which set forth the terms and conditions applicable to the proposed procurement. The successful proposing company shall deliver in accordance with the menu requirements for the Child and Adult Care Food Program and the specifications described herein.

The purpose of this solicitation is to award a contract to provide meals to The Capital Area Food Bank who also shall be recognized as the Ordering Agency.

The Capital Area Food Bank contemplates award of a contract in accordance with the Federal procurement requirements. The Capital Area Food Bank will award a contract after evaluating submitted proposals in accordance with the ranking factors indicated.

3. Buy American 7CFR 210.21
  - a. 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 National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.
  - b. The Capital Area Food Bank participates in the Child and Adult Care Program and Summer Food Service Program, and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S.

or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

- c. There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the Capital Area Food Bank, are:
  1. The product 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 U.S. product are significantly higher than the non-domestic product. 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 a designated official, a minimum of [number of day(s)] days in advance of delivery. The request must include the:
    - a. Alternative substitute(s) that are domestic and meet the required specifications:
      - i. Price of the domestic food alternative substitute(s); and
      - ii. Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
    - b. Reason for the exception: Limited/lack of availability or price (include price):
      - i. Price of the domestic food product; and
      - ii. Price of the non-domestic food product that meets the required specification of the domestic product.]
  4. If the amount of purchases is more than the Virginia small purchase threshold currently valued at \$150,000, or state agency or CAFB approved threshold if less, formal procurement procedures will be used as required by 2 CFR Part 200.318-326, formerly 7 CFR §3016.36 and Commonwealth of Virginia Procurement Code and Regulations. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.
  5. The following procedures will be used for all other purchases:

6. Formal bid procedures will be applied on the basis of a:
    - Centralized System
  7. During the term(s) of a contract awarded following a procurement, additional purchases not included in the solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties will agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10 percent of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term will be the basis for determining the maximum dollar amount (not to exceed 10 percent) of additional goods that will be allowed during the next contract renewal year.
  8. Because of the potential for purchasing more than \$150,000, it will be the responsibility of The Senior Manager of Afterschool & Summer Meals to document the amounts to be purchased so the correct method of procurement will be followed.
- B. When a formal procurement method is required, the following **COMPETITIVE SEALED BID** in the form of an **INVITATION FOR BID (IFB)** or **COMPETITIVE PROPOSAL** in the form of a **REQUEST FOR PROPOSAL (RFP)** procedures will apply:
1. A cost or price analysis is required in connection with every procurement action in excess of the small purchase threshold including contract modifications. [2 CFR 200.323(a)]. The Senior Manager of Afterschool & Summer Meals will be responsible for documenting cost or price analysis procedures. These procedures may include:
    - a. Evaluation of previous contract pricing
    - b. Comparison with published price indexes
    - c. Evaluation of published pricing]
  2. An announcement of an IFB or a RFP will be placed in a local publication to publicize the intent of the SFA to purchase needed items. The advertisement for bids/proposals or legal notice will be run for 14 days.
  3. An advertisement is required for all purchases over the district's small purchase threshold of \$150,000 announcement (advertisement or legal notice) will contain a:

- a. general description of items to be purchased,
  - b. deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms, and conditions as needed,
  - c. date of pre-bid meeting, if provided, and if attendance is a requirement for bid award,
  - d. deadline for submission of sealed bids or proposals, and
  - e. address of location where complete specifications and bid forms may be obtained.
4. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
  5. The developer of written specifications or descriptions for procurements will be **prohibited** from submitting bids or proposals for such products or services.
  6. The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:
    - a. Contract period
    - b. CAFB is responsible for all contracts awarded (statement)
    - c. Date, time, and location of bid opening
    - d. How vendor is to be informed of bid acceptance or rejection
    - e. Delivery schedule
    - f. Set forth requirements (terms and conditions) which bidder must fulfill in order for the bid to be evaluated
    - g. Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required
    - h. Statement assuring positive efforts will be made to involve minority and small business
    - i. Statement regarding the return of purchase incentives, discounts, rebates, and credits to the CAFB's non-profit child nutrition account
    - j. Contract provisions as required in 7 CFR Part 210.21(f) for all cost reimbursable contracts
    - k. Contract provisions as required in 7 CFR Part 210.16(a)(1-10) for Food Service Management Company contracts

- l. Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
- m. Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer Price Index, or other as stated in terms and conditions for pricing and price adjustments)
- n. Method of evaluation and type of contract to be awarded
- o. Method of award announcement and effective date (if intent to award is required by state or local procurement requirements)
- p. Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received
- q. Provision requiring access by duly authorized representatives of the CAFB, 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 all negotiated contracts
- r. Method of shipment or delivery upon contract award
- s. Provision requiring contractor to maintain all required records for **three** years after final payment and all other pending matters (audits) are closed for all negotiated contracts
- t. Description of process for enabling vendors to receive or pick up orders upon contract award
- u. Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
- v. Signed statement of non-collusion
- w. Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
- x. Provision requiring "Buy American" as outlined in 7 CFR Part 210.21(d); specific instructions for prior approval of all non-domestic product(s)
- y. Specifications and estimated quantities of products and services prepared by SFA and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
- z. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all

potential bidders by the Senior Manager of Afterschool & Summer Meals as requested on 04/12/21.

- aa. The Senior Manager of Afterschool & Summer Meals will be responsible for securing all bids or proposals.
  - bb. The Senior Manager of Afterschool & Summer Meals will be responsible to ensure all SFA procurements are conducted in compliance with applicable federal, state, and local procurement regulations.
  - cc. The following criteria will be used in awarding contracts as a result of bids/proposals:
    - 1. Price
    - 2. Compliance with SFSP and CACFP meal pattern requirements
    - 3. Organizational Infrastructure:
      - a. Transportation capability, sanitation, and packaging
      - b. Adequacy of plant facilities for food preparation with current approved license certification that facilities meet all applicable State and local health, safety and sanitation standards
    - 4. Previous experience and performance of the proposing company in performing services similar in nature and scope
    - 5. Proposing company's use of technology in recordkeeping—For example, use of electronic packing slips
    - 6. Taste Test
7. In awarding a competitive negotiation (RFP), a set of award criterion in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract. Following evaluation and negotiations a firm fixed price or cost reimbursable contract is awarded.
- a. The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the SFA, price, and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
  - b. The Senior Manager of Afterschool & Summer Meals is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.

- c. The Senior Manager of Afterschool & Summer Meals who is responsible for reviewing the procurement system to ensure compliance with applicable laws.
  - d. The Senior Manager of Afterschool & Summer Meals who is responsible for documenting that the actual product specified is received.
  - e. If applicable, any time an accepted item is not available, the Senior Manager of Afterschool & Summer Meals can select the acceptable alternate when presented with options by the vendor. The contractor must inform the Senior Manager of Afterschool & Summer Meals 48 hours ahead of the meal time window if a product is not available. If applicable, in the event a non-domestic agricultural product is to be provided to the Capital Area Food Bank, the contractor must obtain, in advance, the written approval of the product. The Senior Manager of Afterschool & Summer Meals must comply with the Buy American Provision.
  - f. If applicable, full documentation as to the reason an accepted item was unavailable, and to the procedure used in determining acceptable alternates, will be available for audit and review. The person responsible for this documentation is the Senior Manager of Afterschool & Summer Meals. This information must be provided by the vendor.
  - g. The Senior Manager of Afterschool & Summer Meals who is responsible for maintaining all procurement documentation.
- C. If the amount of purchases for items is less than the district's small purchase threshold, the following, **SMALL PURCHASE PROCEDURES, including quotes**, will be used. Quotes from an adequate number of qualified sources will be required.
1. Written specifications will be prepared and provided to the vendor.
  2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
  3. The Senior Manager of Afterschool & Summer Meals will be responsible for contacting potential vendors when price quotes are needed.
  4. The price quotes will receive appropriate confidentiality before award.
  5. Quotes will be awarded by the Senior Manager of Afterschool & Summer Meals. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or criteria listed under 6 cc.
  6. The Senior Manager of Afterschool & Summer Meals will be responsible for documentation of records to show selection of vendor, reasons for selection,

names of all vendors contacted, price quotes from each vendor, and written specifications.

7. The Senior Manager of Afterschool & Summer Meals will be responsible for documentation that the actual product specified is received.
  8. If applicable, any time an accepted item is not available, the Senior Manager of Afterschool & Summer Meals will select the acceptable alternate when presented with options by the vendor. Full documentation will be made available as to the selection of the acceptable item.
  9. Bids will be awarded on the following criteria:
    - a. Price
    - b. Compliance with SFSP and CACFP meal pattern requirements
    - c. Organizational Infrastructure:
      1. Transportation capability, sanitation, and packaging
      2. Adequacy of plant facilities for food preparation with current approved license certification that facilities meet all applicable State and local health, safety and sanitation standards
    - d. Previous experience and performance of the proposing company in performing services similar in nature and scope
    - e. Proposing company's use of technology in recordkeeping—For example, use of electronic packing slips
    - f. Taste Test
  10. The Senior Manager of Afterschool & Summer Meals is required to sign all quote tabulations, signifying a review and approval of the selections.
- D. If items are available **only** from a single source **when the award of a contract is not feasible under small purchase, sealed bid, or competitive negotiation, NON-COMPETITIVE NEGOTIATION** procedures will be used:
1. Sole source designation requires state agency director approval
  2. Written specifications will be prepared and provided to the vendor.
  3. The Senior Manager of Afterschool & Summer Meals will be responsible for the documentation of records to fully explain the decision to use the non-competitive negotiation. The records will be available for audit and review.
  4. The Senior Manager of Afterschool & Summer Meals will be responsible for documentation that the actual product or service specified was received.

5. The Senior Manager of Afterschool & Summer Meals will be responsible for reviewing the procedures to be certain of all requirements for using single source or non-competitive negotiation are met.
    - a. A record of non-competitive negotiation purchase shall be maintained by the Senior Manager of Afterschool & Summer Meals. The record of non-competitive purchases shall include, at a minimum, the following:
      1. item name,
      2. dollar amount,
      3. vendor, and
      4. reason for non-competitive procurement.
    - b. A member or representative of the local Board of Education or Governing Board will approve, in advance, all procurements that result from non-competitive negotiations.
- E. If the amount of purchases for items is less than the district's small purchase threshold, the following, **MICRO PURCHASE PROCEDURES**, will be used:
1. Use micro purchase procedures when the amount of a single transaction is less than or equal to \$5,000
  2. Aggregate purchase  $\leq$  \$5,000
  3. No quotes required
  4. Prices must be reasonable
  5. To the extent possible, micro purchases must be distributed equitably among qualified suppliers.
  6. The Senior Manager of Afterschool & Summer Meals will be responsible for the documentation of records to fully explain the decision to use the micro purchase procedures. The records will be available for audit and review.
  7. The Senior Manager of Afterschool & Summer Meals will be responsible for documentation that the actual product or service specified was received.
  8. The Senior Manager of Afterschool & Summer Meals or designee will be responsible for reviewing the procedures to be certain of all requirements for using micro purchase procedures are met.
  9. Micro Purchase Procedures shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. The Senior Manager of Afterschool & Summer Meals or designee

shall maintain a record of the micro purchase procedures. The record of micro purchases shall include, at minimum, the following:

- a. Item name,
- b. Dollar amount,
- c. Vendor, and
- d. Reason for micro purchase procurement

F. Miscellaneous Provisions:

1. The CAFB agrees that the reviewing official of each transaction will be the Senior Manager of Afterschool & Summer Meals.
2. Payment will be made to the vendor when the contract has been met and verified and has met the SFA's procedures for payment. CAFB reviews and pays vendor invoices within 60 days of receipt.
3. Specifications will be updated as needed.

G. Emergency or "Pressing Need" Purchases

1. If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase shall be made, and a log of all such purchases shall be maintained by the Senior Manager of Afterschool & Summer Meals. The following emergency procedures shall be followed. All emergency procurements shall be approved by the Senior Manager of Afterschool & Summer Meals. At a minimum, the following emergency procurement procedures shall be documented:
  - a. item name,
  - b. dollar amount,
  - c. vendor, and
  - d. reason for emergency.
2. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of "piggybacking" on the bid of another district, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:
  - a. The CAFB originating the competitive procurement must have a "piggyback provision" in the original solicitation;
  - b. Documentation of the emergency requiring the piggybacking must be maintained;

- c. Approval from the purchasing CAFB's governing board will be obtained and documented;
  - d. Approval from the CAFB that originated the competitive procurement will be obtained and documented;
  - e. Approval from the vendor that was awarded the contract (original solicitation) will be obtained and documented;
  - f. If required, a public notice of the district's *Intent to Waive Competitive Bidding* will be issued at least 10 days prior to the regularly scheduled governing board meeting;
  - g. Approval to piggyback will be obtained and documented from the Governing Board during a regularly scheduled meeting following the public notice;
  - h. Notification to the vendor of final approval will be documented and issued;
  - i. A contract with the vendor will be developed including:
    - 1. The contractor shall agree to retain all books, records, and other documents relative to the contract agreement for three (3) years after final payment, or until audited by CAFB, whichever is sooner. The SFA, its authorized agents, and/or the state and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.
3. The CAFB all agree to retain all books, records, and other documents relative to the award of the contract for three (3) years after final payment. Specifically, the CAFB shall maintain, at a minimum, the following documents:
- a. written rationale for the method of procurement,
  - b. a copy of the original solicitation,
  - c. the selection of contract type,
  - d. the bidding and negotiation history and working papers,
  - e. the basis for contractor selection,
  - f. approval from the state agency to support a lack of competition when competitive bids or offers are not obtained,
  - g. the basis of award cost or price,
  - h. the terms and conditions of the contract,
  - i. any changes to the contract and negotiation history,

- j. billing and payment records,
  - k. a history of contractor claims, and
  - l. a history of any contractor breaches.
- H. The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by school food and nutrition program funds. These written standards of conduct include:
- 1. No employee, officer, or agent of the Capital Area Food Bank 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.
    - a. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
      - i. the employee, officer, or agent,
      - ii. any member of the immediate family,
      - iii. his or her partner, or
      - iv. an organization which employs or is about to employ one of the above.
  - 2. The Capital Area Food Bank 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 violation of the standards of code of conduct of the Capital Area Food Bank Child Nutrition Programs should be:
    - a. Any legal action necessary