

Purchasing and Purchasing Authority

The Board authority for the purchase of materials, equipment, supplies, and services is extended to the Administrative Director through the detailed listing of items compiled as part of the budget process and approved by the Board through its adoption of the annual operating budget.

The Administrative Director shall serve as purchasing agent for NWBOCES. He/she shall be responsible for developing and administering the purchasing program of NWBOCES. The purchasing procedures employed by NWBOCES shall comply with all applicable federal and state laws and regulations as well as Board policies.

Materials, supplies, equipment and services will be purchased by bid following Wyoming § 21-3-110 (a)(viii) for school district bid processes. The Food Service Program will also follow 2 CFR Part 200.318 General Procurement standards and applicable USDA Child Nutrition Program regulation and policies.

Whenever, in the opinion of the Administrative Director, the best interests of NWBOCES would be served by direct negotiation, it will not be necessary to secure bids unless required by the law.

Purchasing and Purchasing Authority

The Administrative Director/designee shall follow this procedure in making or authorizing purchases and paying bills.

1. A duplicate purchase order/voucher and a requisition shall be prepared for all purchases other than those vendors authorized by the Board for cover sheet payment. The purchase order/voucher and requisition shall show the items to be purchased, their known or estimated price, the vendor name and address.

2. The Administrative Director/designee shall sign all purchase orders for the Board.

3. The second copy of the purchase order will be filed with the administrative assistant.

4. Vouchers will be checked against the duplicate and the receipt of all purchased items will be certified by the Administrative Director/designee before being presented to the Board for payment.

5. Payment of authorized purchases will be made on official voucher of the NWBOCES or by cover sheet for the specific list of vendors maintained by the Administrative Director/designee.

6. Vouchers approved by the Administrative Director will be presented to the Board at the regular meeting each month. Upon approval of the Board, warrants will be presented in payment.

7. Employees who make unauthorized purchases may be required to make payment from their personal funds.

8. School credit card will be used as authorized by the Administrative Director/designee. Detailed receipts or invoices will be required to support any charges with the NWBOCES credit card. Management must review detailed credit card receipts and/or invoices to determine that all expenditures are in accordance with policies.

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Revised 11-21-19
Reviewed 10-28-20

Food Service Procurement and Written Standards of Conduct

NWBOCES will obtain competitive bids when purchasing any item costing more than ten thousand dollars (\$10,000.00) and less than twenty-five thousand dollars (\$25,000.00) unless precluded by other regulation or statute. If the amount exceeds twenty-five thousand dollars (\$25,000.00), a contract must be awarded through a formal bid process and a call for bids shall be published at least once in a newspaper of general circulation in Hot Springs County, as well as published in a newspaper generally circulated state-wide and posted on the NWBOCES website. The call for bids may also be published in a nationwide newspaper. NWBOCES shall reserve the right to reject any and all bids if there is a sound documented reason. NWBOCES may waive minor irregularities and informalities which do not give any bidder a competitive advantage when reviewing bids. No contract shall be divided for the purpose of avoiding this paragraph. Items for which bids must be obtained may be described in the published call for bids by stating general requirements and making detailed specifications available to prospective bidders at NWBOCES office; anything below \$10,000.00 would be a small purchase and would not require a formal bid process, however, the small purchase shall be made on a competitive basis. Federal regulations define a limit for micro-purchase. Micro-purchases may be awarded without soliciting competitive quotes if the price is considered reasonable. To the extent feasible, however, NWBOCES must distribute micro-purchases equitably among qualified suppliers. The micro-purchase threshold currently (\$3,500.00) is defined by 2 C.F.R. 200.67 and is periodically adjusted for inflation. Therefore, this amount will be adjusted automatically as allowed by federal regulation.

Contracts cannot be awarded to potential vendors that wrote any of the bid specifications, the solicitation documents or the contract language. Potential bidders may provide information for the specifications but cannot prepare documents.

Identical bid specifications or request for proposals must be provided to all potential vendors. This must include all important information such as delivery schedules, quantities, product specifications and purchase conditions.

No geographic preferences (advantage based on location) are allowed with federal funds except for documented Farm to School (Farm to Plate) efforts. Therefore, as part of Farm to School NWBOCES may choose to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products.

NWBOCES will adhere to "Buy American" for the food service program. Therefore, Food Service is required to purchase, to the maximum extent possible, domestic products for use in meals served in our Child Nutrition Program. However, exceptions are allowed when

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

NWBOCES will verify that all food program contracts and procurements are net of all applicable discounts, rebates and credits.

All Contractors will maintain records and source documents in support of all costs, discounts, rebates and credits.

NWBOCES will retain all program records for three years after final payments and/or three years after any pending matters have been closed and completed.

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Standards of Conduct

No employee, officer or agent of NWBOCES shall participate in the selection, award or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his/her immediate family, his/her business partner or associate, or an organization which employs or is about to employ any of the persons referred to herein has a financial or other interest in the firm selected for an award. The officers, employees and agents of NWBOCES shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or organizations doing business with NWBOCES. An exception may be made for the receipt of an unsolicited item of nominal value if approved by the Administrative Director or his/her designee.

NWBOCES would like all employees to behave with the utmost integrity and never be self-servicing, be fair in all aspects of the procurement process, be alert to conflicts of interest, and avoid any compromising situations.

Any employee who violates the terms of this policy shall be subject to disciplinary action, up to and including termination from employment. Non-employee agents or representatives may also may also be sanctioned and removed from their position as agent or representative for NWBOCES for violation of this policy.

Debarment and Suspension of a Vendor

For all food service contracts to be paid with Federal assistance, the vendor will be required to fill out a certification regarding debarment and suspension and submit the signed certification with the food service contract to NWBOCES. NWBOCES will keep this form on file.

The certification statement is intended to assure NWBOCES that neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the contract by and Federal department or agency.

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Bid Protest Procedure

Any vendor who desires to protest the award of a bid pursuant to this policy shall, within fifteen (15) days after award of the bid, give notice of their protest. The notice shall state in detail the basis of the claimant's bid protest and the resolution requested. The bid protest shall be provided to the Food Service Director or other person designated by NWBOCES to handle bid protests pursuant to the food service procurement policy. The Food Service Director or other person designated shall investigate the claim and issue a written decision within fifteen (15) days after receipt. If the claimant is not satisfied with the decision of the Food Service Director, the claimant may appeal the decision to the Board of Trustees of NWBOCES. The notice of appeal shall be filed with the Board of Trustees at the office of the Administrative Director within fifteen (15) days after issuance of the decision being appealed from. The appeal shall state the basis of the appeal and provide the Board with the original bid protest together with a copy of the decision being appealed from. The specific grounds for appeal shall be stated in the appeal and shall not include additional claims or information not provided with the original bid protest.

The Board of Trustees at the next regular Board meeting following the receipt of the appeal shall either hear the appeal or set a time to consider the appeal. The Board may in its discretion render a decision based upon the information and records before the Board of Trustees or, in the board's discretion, may request the claimant and a representative of NWBOCES to each present information pertaining to the bid protest. In the event the Board chooses to hear from the bid protester and a representative of NWBOCES, each will be entitled to present or have someone on their behalf present their position to the Board.

Thereafter, the board shall render its decision either at that meeting or at the next regular Board meeting.

Contract Administration

NWBOCES will maintain a contract administration system which will ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders. The Business Manager will review all aspects of any contractor bid documents, expenditures, processes and procedural aspects to ensure compliance with all federal, state and NWBOCES regulations. In any instance in which a contract or purchase order has been breached or violated by the contractor, NWBOCES will reserve the right to collect any and all damages that may arise from the breach of contract either through mediation or through an appropriate court proceeding, all of which will be retained by NWBOCES. In addition, NWBOCES reserves the right to administer appropriate sanctions, including barring the contractor from bidding on future contracts. In appropriate cases, the contract may include liquidated damages for failure to timely and/or appropriately comply with the contract provision. All contracts in excess of \$10,000.00 will address termination for cause and for convenience, and include the manner by which it will be affected and the basis for settlement. Contracts made under a federal award (such as with funding from USDA child nutrition programs) will also contain all applicable federal provisions as referred under Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts under Federal Awards.

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Certification Regarding Debarment and Suspension

This Certification is for any contract awarded by a grantee or subgrantee for federally-required audit services, regardless of dollar amount, and for any other procurement contract.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE.)

- (1) The prospective bidder or participant, by submission of this form, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective bidder or participant is unable to certify to any of the statements in this Certification, such prospective bidder or participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

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Adopted 2-24-16
Reviewed 10-28-20