|  |
| --- |
| **SY 20 Formal Procurement Checklist for NSLP** |
| *The procurement process must:* * *comply with all Federal, state and local regulations*
* *Achieve full and open competition*
* *Ensure the contract is awarded to a vendor who is responsive and responsible*
 |
| **SFA Name and Co-Op Name if applicable:** |
| **Type of Contract:** [ ]  IFB [ ]  RFP |
| **Contract Awarded to:** |
| **Dates of Contract Duration & renewals** |
| **Estimated value of contract:** |
| **General Solicitation Process** | **Compliant?** | **Comments/TA** |
| **1)** Compliant with conducting a **cost/price analysis** prior to soliciting? |  |  |
| **2)** Compliant with full and open competition (does notrestrict competition)? |  |  |
| **Solicitation – Competitive Sealed Bids and Request for Proposals** | **Compliant?** | **Comments/TA** |
| **3)** Compliant with:* publicly advertising & soliciting from an adequate # of qualified suppliers
* providing adequate time for responses;
* including all specifications and evaluation factors; and
* language for contract award to the lowest responsive and responsible bidder/offeror most advantageous to the Program with price as the primary factor?
 |  |  |
| 4) Compliant with required contract provisions, as applicable:* administrative/contractual/legal remedies for contractors that breach/violate terms ($150,000);
* termination clause ($10,000);
* Debarment/Suspension certification (all contracts);
* Byrd Anti-Lobbying certification ($100,000)
* contract work hours/safety standards (all contracts);
* Clean Air ($150,000) Energy Conservation;
* Rights to Invention (if applicable);
* equal employment opportunity (construction) ($10,000);
* Davis Bacon (construction) ($2,000)
* Procurement of Recovered Materials
 |  |  |
| **5)** Is the SFA compliant with Buy American by ensuring its food vendors comply with the Buy American provision? (food only) |  |  |
| **6)** Include the Federal and State Non-discrimination statements? |  |  |
| **7)** Include language that the SFA takes steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible? |  |  |
| **8)** Include an appeal process for bidders including timeframe? |  |  |
| **9)** Include a Code of Conduct that: 1) prohibits officers, employees and agents from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontracts; 2) Provides for disciplinary actions for violations by officers, employees, or agents; 3) Includes language that the SFA will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, OR language with standards for situations when the financial interest is not substantial or the gift is unsolicited and of nominal value? |  |  |
| **10)** If the SFA ‘**piggybacked**’ onto an existing contract of another SFA/cooperative, (joined after the original contract was awarded) was the SFA compliant with ensuring the solicitation and contract included language for the addition of parties and specified applicable limits (e.g., dollar value/number of additional parties)? Memo SP05-2017 |  |  |
| a. When the SFA ‘piggybacked’, is the SFA compliant with making a determination of a material change made when parties are added to the contract? (NOTE: A material change is if bidders/responders had known of the contract change (addition of parties, increased scope, etc.) would bidders/responders have bid/responded differently?) |  |  |
| **11)** If the SFA uses an **agent,** is the SFA compliant with procuring the agent services using the applicable procurement standards in 7 CFR 210.21 and 2 CFR 200.320? | **N/a** |  |
| **12)** Is the SFA compliant with ensuring the **agent** complies with the Program and government-wide regulations in 7 CFR 210.21 and 2 CFR 200.318-326 as the SFA agent?  | **N/a** |  |
| **13)** If the SFA purchases using a **third-party entity**, non-Child Nutrition Program entity, is the SFA compliant with using the third party's pricing as one source when soliciting price/rate quotes?  | **N/a** |  |
| **14)** If using **a market basket analysis**, is the SFA compliant with including language in the solicitation and contract to: evaluate bids/proposals using this analysis; the representative list of goods (recommended at 75% or more of the total estimated value of goods to be purchased); clear and accurate descriptions; estimated quantities for evaluation; and the list of goods to be purchased? |  |  |
| **a)** When adding goods to a contract, is the SFA compliant with limiting the total value of additional goods (recommended < 10%) of the estimated value of the initial contract award? |  |  |
| **15)** Describe how the addition or dropping of other SFAs are handled? (optional) |  |  |
| **16)** ***For IFB fixed price contracts only*** *(optional)* Include price escalation clause? |  |  |
| **17) *For cost-reimbursable contracts only*** Is the SFA compliant with including the required contract provisions in 7 CFR 210.21(f)? * allowable costs net of discounts, rebates, credits with such identified on the bill/invoice;
* identify allowable and unallowable costs, if applicable, or cost determination and verification;
* frequency of reporting (not less than annually);
* maintain documentation of discounts, rebates, credits
 |  |  |
| **Solicitation – Noncompetitive Proposals** | **Compliant?** | **Comments/Technical Assistance** |
| **18)** If a noncompetitive method of procurement was used, is the SFA compliant with this use? (emergency, inadequate competition authorized by FNS or SA, only available from a single source) |  |  |
| **EVALUATION AND AWARD (IFB and/or RFP)** | **Compliant?** | **Comments/Technical Assistance** |
| **19)** Compliant with: * opening all sealed bids at the time and place prescribed
* evaluating as published
* awarding contracts to the lowest responsive and responsible with price as the primary factor,
* compliance with Buy American (food only), and geographic preference, if applicable?
 |  |  |
| **20)** If any bids/offers were rejected, does the SFA have a sound and documented reason?  |  |  |
| **21)** If **overly responsive bids/offers** were received, did the SFA eliminate the bid/offer, or the overly responsive portion, when evaluating and awarding the contract?  |  |  |
| **22)** If the solicitation included **value-added language**, did the SFA include criteria for how this will be evaluated and exclude all unallowable cost items prior to contract award? (Unallowable costs are goods/services not required for the operation and improvement of the food service.)  |  |  |
| **23) Award the Contract** – Formal procurement should result in a signed written contract between the two parties.  |  |  |
| **CONTRACT MANAGEMENT PROCESS (FORMAL PROCEDURES)** | **Compliant?** | **Comments/Technical Assistance** |
| **24)** Based on a review of invoices/receipts, is the SFA compliant with monitoring contractors to ensure suppliers comply with terms, and conditions of contracts/purchase orders awarded?  |  |  |
| **25)** Compliant with the contract, renewal, or amendment for prohibiting unallowable cost provisions (scholarships, gifts, grants, event tickets, catering accounts, etc.) and/or creating a material change?  |  |  |
| **26)** Compliant with awarding either fixed-price or cost-reimbursable contracts “cost-plus-a-percentage-of-cost” and/or “cost-plus-a-percentage-of-income” contract types are prohibited?  |  |  |
| **27)** Compliant with maintaining records sufficient to detail the procurement history  |  |  |
| **Notes:** |