

Minidoka County School District #331

School Nutrition Programs

Administrative Board Report

Report Date: June 16, 2025

Summer Feeding



Summer feeding kicked off on June 9th. We had some issues with communication as last year's information was shared out but things got squared away and we are serving kids! We increase our participation each day.

On our third day of feeding, we patrolled one of our stops that hadn't had participation and found a mom to explain what we are doing, and meals are free. We served their kids our meal. They were shocked that the meals were free and asked if they could get one for their friend next door because he knows that they don't have a lot of money. We explained we couldn't go knock on his door so instead he went next door to get his friend so he could get a meal.

The look on this boy's face is the ultimate reason of why we do what we do. We are providing meals to make sure kids are fed, lifting up our community and helping each other out.

Action Item-Pizza Bid

We received 2 qualifying bids for our pizza service in SY2026.

Analysis-

Pizza Hut

- \$8.00/8ct
- Was told they **CANNOT** the 51% WG Dough, we must meet 80% WG per week
- Favors include: Cheese, Pepperoni, Italian Sausage, Veggie, Hawaiian
- Calories per slice: 300; 330; 360; 310; 310
- Sodium per slice: 580; 640; 710; 580; 650
- References to parbaked dough (not fresh)
- New store since last contract, concerns for size

Dominos

- \$9.00/8ct Cheese/Pep; \$9.50/8ct specialty flavor
- 51% WG, Fresh made dough
- Flavors include: Cheese, Pepperoni, Hawaiian, Zesty Italian, Kick'n Chicken, Hawaiian Hot Lava, Valedictorian, BBQ Smokehouse
- Calories per slice: 240; 260; 250; 260; 260; 290; 310; 250
- Sodium per slice: 460; 490; 590; 700; 580; 880; 620; 590

- Would plan to feature a flavor of the month for specialty flavors
- Existing relationship with routes & driver rapport

Recommendation-

I propose that we continue with Dominos. With new meal pattern regulations cracking down on sodium, 150mg higher of sodium every day will most likely send us over the allowable limit. In addition, Pizza Hut is not able to deliver the 51% WG rich crust. At \$9.00 per pizza or \$1.13 per slice, this remains steady with our pizza entrée average cost but to keep in mind we are not ordering, inventorying, delivering or cooking this product.

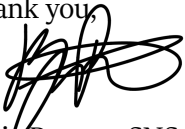
Action Item-Magic Valley Purchasing Cooperative

As you know, all food must meet specific procurement requirements and regulations. The MVC is a conglomerate of all Magic Valley school districts to allow for larger purchasing power. I operate the co-op which consists of 500 line items of food, 115 lines of paper and chemical goods, 60 lines of produce and our milk bid. Each year the district will need to agree to the procurement plan and code of conduct as well as the member agreement form. Included are both to review and sign.

This year, we rolled over food, paper & chemical and milk from last year. We should see very minimal price increases. When we roll over a bid it is stipulated that vendors can only raise the price to CPI plus 5%. If there are any decreases in price the vendor must allocate those to the next school year.

Produce will be awarded June 12th.

Thank you,



Katie Rogers, SNS

School Nutrition Programs Director



ATTACHMENT C:
Magic Valley Cooperative Purchasing Membership Agreement

This agreement is to define the cooperative purchasing group referred to as the Magic Valley Co-op. The name of the purchasing group shall be the Magic Valley Co-op, hereinafter referred to as the "MVC". The member districts, schools or residential childcare centers hereby agree to cooperatively purchase upon the following terms and conditions:

1. The members of the MVC are duly constituted school districts or private schools, or within the state of Idaho operating non-profit food service programs.
2. The food service departments of the members will not contract for service of any kind with a for-profit food service management company. In the event, during the time the purchase agreement is in effect, any member's food service function becomes contracted with or purchases services from a for-profit food service management company, that district will no longer be eligible to be a MVC member. Such a district will therefore no longer have access to the pricing provided by the MVC bid awards immediately after signing the agreement or purchasing the service. The members of the MVC have joined together for the purpose of requesting bids for the purchase of selected food and non-food supplies.
3. The MVC, individual school district members, employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, political contractors, or parties to sub-agreements. Trivial benefits not to exceed a value of fifty dollars (\$50.00) incidental to personal, professional, or business contracts and involving no substantial risk of undermining official impartiality may be permitted.
4. All bid awards shall be in accordance with all state and federal laws and regulations.
5. No member of the MVC will accept responsibility for the performance of any purchasing contract by the vendor and/or the payment of the purchase price by any other member.
6. Members will be emailed the original bid award. The final approval of the bid award is the sole responsibility of the governing body of the individual members of MVC. Any and all contracts are entered into by the individual district, private schools or residential childcare centers.
7. The MVC bid season and this agreement shall be effective July 1 through June 30.
8. Each member is a representative of the MVC. As a representative, the member will:
 - a. Make good faith estimates of the quantity of each individual product that they expect to purchase during the bid cycle;
 - b. Complete projected numbers by required date established at the beginning of the bid cycle;
 - c. Attend the pre-bid meeting or coordinate preferences before the meeting
 - d. Attend the award meeting unless written prior notice is received
 - e. Comply with all reasonable distributor timelines and minimum or maximum order quantities;
 - f. Communicate and coordinate with all members of the MVC, including vendors, in a professional and courteous manner deemed by the MVC administrators;
 - g. Follow the complaint process, should there be an issue within MVC prevue;
 - h. **Pay a \$30 membership fee** to cover cost of legal printing;
 - i. Abide by the Code of Conduct as required by 2CFR Part 200.318 (c) (1).
9. Should a MVC member breach this agreement in any part, the MVC Administrators may place the district on a probationary period by notifying district of:
 - a. Item(s) of agreement breached;
 - b. Required resolution;
 - c. Timeline for resolution;
 - d. Results of nonresolution
 - i. Results may consist of but are not limited to: termination immediately, termination after bid cycle, additional membership agreement statues, continuance in membershipMultiple probations of a district may result in permanent membership termination.

ATTACHMENT C:
Magic Valley Cooperative Purchasing Membership Agreement

Printed Name: Katie Rogers

District: Minidoka SD

By signing below, you agree to the above terms and will purchase FOOD, NON-FOOD, PRODUCE AND MILK supplies for your district as awarded by the Magic Valley Cooperative.

MVC Member Signature

Signature: 

Date: 6/11/25

Business Manager, Superintendent or Board Chairman Signature

Signature: _____

Date: _____

This document is to be **signed** and **returned** by MEMBERS ONLY by **July 1st** to Katie Rogers at
krogers@minidokaschools.org.

After agreement is returned, an invoice will be issued for collection of membership fee.

Minidoka County School District

& Magic Valley Purchasing Co-op Members

**PROCUREMENT PLAN
CHILD NUTRITION PROGRAM**

July 2025 – June 30, 2026

This Procurement plan will be implemented, July 1, 2025, from that day forward until amended. All procurements must adhere to the free and open competition. Source documentation must be available to determine open competition, the reasonableness, the allow-ability and the allocation of costs.

Chairman, Board of Education

Date

Superintendent of Schools

Date

USDA is an equal opportunity provider, employer, and lender.

Minidoka County School District
& Magic Valley Purchasing Co-op

PROCUREMENT PLAN

The **Magic Valley Purchasing Co-op & Minidoka County School District** plan for procuring items for use in the Child Nutrition Program is as follows. The procurement plan provides for free-and-open competition, transparency in transactions, comparability, and documentation of all procurement.

- A. If the amount of purchases is \$150,000 and above or SFA approved threshold if less, **Formal** procurement procedures will be used as required by 2 CFR 200.319 and IC §67-2806 (2).
- B. If the amount of purchases is \$75,000 to \$150,000 **Informal Bidding** procurement procedures will be used as required by IC §67-2806 (1)
- C. If the amount of purchases is \$10,001 to \$74,999 **Small Purchase** procurement procedures will be used as required by 2 CFR 200.320 (b)

INFORMAL PROCUREMENT FORM ("Three Bids and a Buy")

"This institution is an equal opportunity provider." 1/16

Supplier/Bidder Name:		Bid #1			Bid #2			Bid #3		
Items to be Purchased Delivery Frequency : _____ Bid will be honored for: _____ Number of day/week/month (s) School will state time period Product Name(s) & Specification(s):	Quantity to be purchased	Unit Price	Extended Price (Quantity x Unit Price)	SB* (✓)	Unit Price	Extended Price (Quantity x Unit Price)	SB* (✓)	Unit Price	Extended Price (Quantity x Unit Price)	SB* (✓)
				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
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				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>
Total:		\$			\$			\$		
*SB(Selected Bidder) = bidder that was chosen -check box:		<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
*Selected Bidder = school may award all items to one bidder (lowest total price) or award purchase on a line item basis (lowest line item price). School needs to tell the bidders which option they will use for awarding the purchase when they are asking for pricing; schools can state that either option may be used by the school to award the purchase.										
Method of contact: Email/Fax/Mail/In person/Phone										
Name of person quoting pricing:										
Date(s) contacted:										
Additional Notes:										
Signature & title of person completing this form:								Date:		

Name of selected bidder: _____ Why bid was chosen (price, availability, etc.) _____

Selected bidder was notified on: _____ by: _____ If notification was in writing, attach document to the procurement form

- D. If the amount of purchases is \$0-\$10,000 **Micro Purchase** procurement procedures will be used as required by 2 CFR 200.320 (a) and defined by 2 CFR 200.67
- E. **Contract cost and price** Per 2 CFR 200.323 (a) The non-Federal entity must 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 non-Federal entity must make independent estimates before receiving bids or proposals.
- F. **Prohibition of the acquisition of unnecessary or duplicative items** Per CFR 200.318 (d)/7 The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should 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.

The following procedures will be used for all other purchases.

1. Formal bid procedures will be applied on the basis of:

CATEGORY	PROCUREMENT METHOD	AWARD METHOD	TIME FRAME OF BID
FOOD & NON-FOOD SUPPLIES	FORMAL	LINE ITEM	ANNUAL
FOOD & NON-FOOD SUPPLIES	FORMAL	PRIME VENDOR	ANNUAL
PRODUCE	FORMAL (SMALL PURCHASE)	BOTTOM LINE	ANNUAL
LOCALLY-GROWN PRODUCE	INFORMAL (SMALL PURCHASE)	BOTTOM LINE	ANNUAL
CHEMICALS FOR CLEANING	FORMAL (SMALL PURCHASE)	LINE ITEM	ANNUAL
PEST MANAGEMENT	INFORMAL (MICRO PURCHASE)	BOTTOM LINE	ANNUAL
HOOD CLEANING	INFORMAL (MICRO PURCHASE)	BOTTOM LINE	ANNUAL
EQUIPMENT	INFORMAL (SMALL PURCHASE OR SEMI FORMAL OR FORMAL)	BOTTOM LINE	AS NEEDED
TECHNOLOGY	INFORMAL (SMALL PURCHASE OR SEMI FORMAL OR FORMAL)	BOTTOM LINE	AS NEEDED

2. Formal bid procedures will be applied on **the basis of a:**

☐ Centralized System
☐ Individualized School
☒ Multi-School Systems
☐ State Contract
☐ Combination of above (specify)

3. Because of the potential for purchasing more than \$150,000, it will be the responsibility of **Magic Valley Co-op** to document the amounts to be purchased so the correct method of procurement will be followed for coop purchasing.
- A. When a **FORMAL** procurement method is required, the following ***COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE NEGOTIATION in the form of a Request for Proposal (RFP)*** procedures will apply:
1. An announcement of an ***Invitation for Bid (IFB) or a Request for Proposal (RFP)*** will be placed in the TIMES NEWS with the intent of the **Magic Valley Purchasing Co-op** to purchase needed items. The advertisement for bids/proposals or legal notice will be run for 2 Consecutive Weeks, prior to Bid Award.
 2. An advertisement is required for all purchases over the threshold of **7 CFR 200.319 and IC §67-2806 (2) \$150,000**. The announcement advertisement/legal notice will contain a general description of items to be purchased, the deadline for submission of sealed bids or proposals, and the address where the complete specifications and bid forms may be obtained.
 3. In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications. Brand Name or Equal/Equivalent.
 4. The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
 5. The IFB or RFP will clearly define the purchase conditions. The following, shall be addressed in the procurement document:
 - (1) Contract period
 - (2) SFA is responsible for all contracts awarded (statement)
 - (3) Date, time, and location of bid opening
 - (4) How vendor is to be informed of bid acceptance or rejection
 - (5) Delivery schedule
 - (6) Set forth requirements which bidder must fulfill in order for bid to be evaluated
 - (7) Benefits to which the School Food Authority will be entitled if the contractor can not or will not perform as required
 - (8) Statement assuring positive efforts will be made to involve minority and small business
 - (9) Statement regarding the return of purchase incentives to the School Food Authority's non-profit Child Nutrition account
 - (10) Termination provisions and the basis for any settlement for all procurement over \$10,000.00
 - (11) Provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations required for all contracts over \$10,000.00
 - (12) Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
 - (13) Escalation/De-escalation clause based on appropriate standard or cost index
 - (14) Specific bid protest procedures
 - (15) Provision requiring access by duly authorized representatives of the School Food Authority, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts
 - (16) Method of shipment or delivery upon Contract award

- (17) Provision requiring contractor to maintain all required records for *three* years after final payment and all other pending matters are closed for all negotiated contracts
- (18) Description of process for enabling vendors receive or pick up orders upon Contract award
- (19) Provision requiring the contractor to recognize mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
- (20) All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
- (21) Signed Certificate of Lobbying for all contracts over \$100,000
- (22) Signed statement of non-collusion
- (23) Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).
- (24) Provision requiring **“Buy American”** as outlined in Policy Memorandum 210.21-14; specific instructions for prior approval of any and all of non domestic product.
*By submitting and signing this proposal/bid, the bidder acknowledges and certifies that his/her company complies with the **Buy American provision** that the food delivered is of domestic origin or the product is substantially produced in the United States. For these purposes, substantially means over 51 percent of the processed food is from American-produced products. If the bidder is unable to certify compliance with the Buy American provision, the bidder shall state this in his/her response and provide an explanation as to why it cannot certify compliance.”*
- (25) Provision requiring the Contractor to abide with the Idaho Sex Offender Registration Act (sample language is attached with this document).

6. Specifications will be prepared and provided to potential contractors desiring to submit bids or proposals for the products or services requested. Vendors will be selected by the following methods:

- a. Pricing
- b. Performance
- c. Quality
- d. Geographic Preference

“Positive efforts shall be made by recipients to utilize small businesses, minority owned firms, and women’s business enterprises whenever possible.” This means that schools may find ways to structure solicitations in order to target these types of businesses. For example, if a district is conducting an informal procurement, it may decide only to request bids from minority- or women-owned businesses. If a formal RFP is issued, the school may choose to award additional points to small businesses.

- 7. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, an interpretation will be provided by, the **Magic Valley Coop Representative. Katie Rogers, Minidoka School District #331.**
- 8. The **Magic Valley Coop** will be responsible for securing all bids or proposals.
- 9. The **Magic Valley Coop** will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal regulations, State General Statutes or policies of the local Board of Education.
- 10. The following criteria will be used in awarding contracts as a result of bids.
 - a. Pricing
 - b. Service

- c. Quality
- d. Geographic Preference

11. *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.*
 12. 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.
 13. The **Magic Valley Coop** 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.
 14. To ensure compliance with applicable laws, the **Magic Valley Coop** will review procurement plan annually, using the SP03-2017 procurement review tool.
 15. The **Magic Valley Coop** will be responsible for documentation that the actual product specified is received.
 16. Any time an accepted item is not available, the **Magic Valley Coop** will select the acceptable alternate. The contractor must inform **The Magic Valley Coop** *30 days prior* to a product not being available. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product. The **Magic Valley Coop** must comply with the Buy American Provision.
 17. 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 **Magic Valley Coop for bid group**. *Purchases made outside the bid co-op, for products not listed on the Master bid, are the responsibility of each individual school district.*
 18. The **Magic Valley Coop** will be responsible for maintaining all documentation of the procurement process.
- B.** If the amount of purchases for items is less than the district's formal purchase threshold, the following, **SEMI-FORMAL PURCHASE PROCEDURES IC §67-2806 (1)** Issue written requests for bids describing goods or services desired to at least three vendors. Allow 3 days for written response, unless an emergency exists; 1 day for objections.
- C.** If the amount of purchases for items is less than the district's semi-formal purchase threshold, the following, **SMALL PURCHASE PROCEDURES 2 CFR 200.320 (b) Procurement by 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 each vendor.
 2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of three vendors shall be contacted, but if there are not that many vendors in the area, then 2 will suffice.

- a. The **Minidoka School District** will be responsible for contacting potential vendors when price quotes are needed.
3. The price quotes will receive appropriate confidentiality before award.
 - a. Quotes will be awarded by **Minidoka School District**. Quotes awarded will be to the lowest and best quote based upon quality, service availability, and price. *If small purchase procedures are used, **verbal** price or rate quotations must be obtained from an adequate number of qualified sources. Document all responses. You can call or talk to vendors at a farmer's market.*
 - b. The **Minidoka School District** 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***.
 - c. The **Minidoka School District** will be responsible for documentation that the actual product specified is received.
 - d. Any time an accepted item is not available, the **Minidoka School District** will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
4. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, an interpretation will be provided by, the **Minidoka School District**. The **Minidoka School District** is required to sign all quote tabulations, signifying a review and approval of the selections.
- D. If the amount of purchases for items is less than the district's than the small purchase threshold, **\$0-\$10,000** the following, **MICRO PURCHASE PROCEDURES 2 CFR 200.320 (a) and defined by 2 CFR 200.67**
 1. The **Minidoka School District** distribute micro-purchases equitably among qualified suppliers.
 2. Micro Purchases may be awarded without soliciting competitive quotations if the District considers the price to be reasonable. The District maintains evidence of this reasonableness in records of all micro-purchases.
- G. If it is necessary to make an emergency procurement to continue service, the purchase shall be made and a log of all such purchases shall be maintained by the **Minidoka School District**. The following emergency procedures shall be followed. All emergency procurements shall be approved by the **Minidoka School District** at a minimum, the following emergency procurement procedures shall be documented:
 - a. Item name
 - b. Dollar amount
 - c. Vendor, and
 - d. Reason for emergency
1. If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, an interpretation will be provided by, the **Minidoka School District**.
- H. 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 SFA, whichever is sooner. The SFA, its authorized agents, and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

I. The SFA shall agree to retain all books, records and other documents relative to the award of the contract agreement for three (3) years after final payment. Specifically shall maintain, at a minimum, the following documents:

- Written rationale for the method of procurement;
- A copy of the RFP or IFB;
- The selection of contract type;
- The bidding and negotiation history and working papers;
- The basis for contractor selection;
- Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained;
- The basis for award cost or price;
- The terms and conditions of the contract;
- Any changes to the contract and negotiation history;
- Billing and payment records;
- A history of any contractor claims; and
- A history of any contractor breaches.

J. **CODE OF CONDUCT** 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.

1. No employee, officer or agent of the **Minidoka School District**, 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:

- a. The employee, officer or agent;
 - b. Any member of the immediate family;
 - c. His or her partner;
 - d. An organization, which employs or is about to employ one of the above.
2. The **Minidoka School District** members, 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 code of conduct of the **Minidoka School District** Child Nutrition Program should be:
 - a. Removal by the coop for those accepting monetary value
 - b. Any legal action deemed necessary.

K. **Complaint Procedure** Should the SFA be dissatisfied with service from a vendor, the **Minidoka School District** contact shall follow the steps outlined in this procedure until a solution is met.

1. Notify the vendor of unsatisfactory work by verbal or written notice. Work with vendor to find a solution.
2. Notify the vendor in written form of unsatisfactory work, provide an acceptable solution and a timeline to be met.

3. Notify the Magic Valley Cooperative Administrators of the unsatisfactory work, provide documentation of steps one and two, provide suggested guidance on how the MVC shall proceed. The MVC will contact the vendor with the solution deemed acceptable.
4. Failure to comply with the acceptable solution after all mediation is exhausted, the Magic Valley Cooperative reserves the right to terminate the contract of an individual school with the vendor after 10 days of step three completion and notification.

Should the awarded vendor be dissatisfied with service from a MVC customer, the vendor contact shall follow the steps outlined in this procedure until a solution is met.

1. Notify the customer of the unsatisfactory work by verbal or written notice. Work with customer to find a solution.
2. Notify the customer in written form of unsatisfactory work, provide an acceptable solution and timeline to be met.
3. Notify the MVC Committee of the unsatisfactory work, provide documentation of steps one and two, provide suggested guidance on how the MVC shall proceed.
4. Failure to comply with the acceptable solution after all mediation is exhausted, the vendor reserves the right to terminate the contract of an individual school after 10 days of step three completion and notification.

K. Idaho Sex Offender Registration Act

Idaho Code §18-8329 prohibits any person who is registered or required to register under the Idaho Sex Offender Registration Act, from being on school property if the person has reason to believe children under the age of 18 are present.

As a provider of goods and/or services to the **Minidoka School District**, your company and those in your employment are subject to this law.

Please sign and return this letter confirming to the Districts that your company will prohibit any person in your employ who are registered or required to register, under the Idaho Sex Offender Registration Act from participation in company business with the District(s) if such participation would require them to be present on school property. Further, by signing, you confirm that you have cross-checked such employees against the National Sex Offender Registry found at the following web link:

<http://www.nsopr.gov/>

Company/Contractor Name (Print)

Signature of Company/Contractor Representative

L. Contract with a Company Owned or Operated by the Government of China Prohibited.

Idaho Code §67-2359

(1) A public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.

(2) As used in this section:

(a) "Government of China" means the People's Republic of China led by the Chinese

communist party.

(b) "Company" means any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

(c) "Public entity" means the state of Idaho or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations.

(3) The provisions of this section shall apply to contracts executed on and after July 1, 2023.

Upon discovering that a contract fails to comply with the provisions of this section, the contracting authority shall have a period of ninety (90) days to obtain the certification described in subsection (1) of this section. After such time, any contract continuing to violate the provisions of this section shall be void as against public policy. Any contract executed prior to July 1, 2023, that violates the provisions of this section will not be renewed.

(4) The department of administration shall have authority to promulgate rules to implement the provisions of this section as long as they are consistent with the provisions of this section and do not create any exceptions to it.

USDA Nondiscrimination 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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