

POLICY: CHILD NUTRITION PROGRAM PROCUREMENT PLAN

J PAUL TAYLOR ACADEMY

www.jaultayloracademy.org

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The J. Paul Taylor Academy 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 more than \$250,000 or SFA approved threshold if less, formal procurement procedures will be used as required by 2 CFR 200. Informal procurement procedures (small purchase) will be required for purchases under \$250,000 or SFA board-approved small-purchase threshold.

Minority Businesses, Women's Business Enterprises, Labor Surplus Area Firms as per [7 CFR Part 210.19(e)]

J. Paul Taylor Academy will take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used when possible. These steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

The following procedures will be used for all purchases:

Micro-Purchases:

Staff will research all purchases and compare prices prior to making decisions regarding the expenditure of food service funds. Employees are expected to contact more than one provider before making a purchase decision under \$10,000. Federal law requires that micro-purchases be reasonable and equitably distributed.

Small Purchases:

If the estimated expenditure is more than \$10,000 but less than \$250,000 the following must be completed prior to making the purchase:

1. Utilize a provider that has already been approved through the RFP process with a New Mexico entity such as CES or ACES.

2. Obtain at least three bids, quotes or offers from providers. The employee may solicit bids, quotes or offers directly from providers and may utilize bids received by fax, telephone, e-mail and catalog comparison or through online submissions to potential providers.
3. If less than three providers sell or provide the service or product, document that fact and consult the available provider(s).
4. Maintain documentation of the above.

Formal Purchases

If the estimated expenditure is \$250,000 or more, a formal procurement method is required. The following COMPETITIVE SEALED BID in the form of Invitation for Bid (IFB) or COMPETITIVE NEGOTIATION in the form of a Request for Proposal (RFP) procedures will apply:

1. An announcement of an IFB or RFP will be placed in the Las Cruces Sun News and on the school's website to publicize the intent of the School Food Authority (SFA) to purchase needed items. The advertisement for bids/proposals or legal notice will be run for two days.
2. An advertisement is required for all purchases over the district's small purchase threshold of \$20,000. The announcement (advertisement or 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 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.
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:
 - a) Contract period
 - b) SFA 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 which bidder must fulfill in order for bid to be evaluated
 - g) Benefits to which the School Food Authority will be entitled if the contractor can not 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 to the School Food Authority's non-profit Child Nutrition account
 - j) Statement regarding the return of all discounts, rebates and credits for all cost reimbursable contracts
 - k) Termination provisions and the basis for any settlement for all procurement over \$10,000

- l) 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
 - m) Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
 - n) Escalation/De-escalation clause based on appropriate standard or cost index
 - o) Specific bid protest procedures
 - p) Provision requiring access by duly authorized representatives of the School Food Authority, 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
 - q) Method of shipment or delivery upon Contract award
 - r) 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
 - s) Description of process for enabling vendors receive or pick up orders upon Contract award
 - t) Provision requiring the contractor to recognize mandatory standards and polices 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)
 - u) All contracts over \$100, 000 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738
 - v) Signed Certificate of Lobbying for all contracts over \$100,000
 - w) Signed statement of non-collusion
 - x) Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).
 - y) Provision requiring "Buy American" as outlined in Policy Memorandum SP 38-2017 and 7 CFR 210.21 (d); specific instructions for prior approval of any and all of non-domestic product.
 - z) Provision requiring the Contractor to abide with the Jessica Lunsford 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. Consideration of overall value which shall at least include price and quality;
 - b. History or performance of the company;
 - c. Ability to fulfill the overall needs of the school ;
 - d. Potential impact on school program.
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 Executive Director or his/her designee.
8. The Executive Director or his/her designee will be responsible for securing all bids or proposals.

9. The Executive Director or his/her designee 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. Consideration of overall value which shall at least include price and quality;
 - b. History or performance of the company;
 - c. Ability to fulfill the overall needs of the school;
 - d. Potential impact on school program.
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 Executive Director or his/her designee 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. The Executive Director or his/her designee will review the procurement system to ensure compliance with applicable laws.
15. The Executive Director or his/her designee will be responsible for documentation that the actual product specified is received, including the required domestic agricultural commodities and products om compliance with Policy Memorandum SP 38-2017 and 7 CFR 210.21 (d).
16. Any time an accepted item is not available, the Executive Director or his/her designee will select the acceptable alternate. The contractor must inform the Food Services Director within 48 hours that a product is not 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 Executive Director or his/her designee 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 the Executive Director or his/her designee.

18. The Executive Director, Business Manager or a designee 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, **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 each 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 Executive Director or his/her designee 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 Executive Director or his/her designee. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or impact on program.
6. The Executive Director or his/her designee 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 Food Services Director will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the Food Services Director will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
9. Bids will be awarded on the following criteria:
 - a. Consideration of overall value which shall at least include price and quality;
 - b. History or performance of the company;
 - c. Ability to fulfill the overall needs of the school;
 - d. Potential impact on school program.
10. The Executive Director or his/her designee is required to sign all quote tabulations, signifying a review and approval of the selections.

C. 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. Written Specifications will be prepared and provided to the vendor.
2. The Executive Director or his/her designee 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.
3. The Executive Director or his/her designee will be responsible for documentation that the actual product or service specified was received.
4. The Food Services Director will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.
5. Non-competitive negotiations 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. A record of non-competitive negotiation purchase shall be maintained by the Food Services Director. The record of non-competitive purchases shall include, at a minimum, the following:
 - a. Item name
 - b. Dollar amount
 - c. Vendor, and
 - d. Reason for non-competitive procurement
6. 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.

D. Miscellaneous Provisions:

1. In order to evaluate a new product, the following methods will be used:
 - a. Consideration of overall value which shall at least include price and quality;
 - b. History or performance of the company;
 - c. Ability to fulfill the overall needs of the school;
 - d. Potential impact on school program.
2. The School Food Authority agrees that the reviewing official of each transaction will be the Executive Director or his/her designee.
3. Payment will be made to the vendor when the contract has been met and verified and has met the SFA's procedures for payment. (If prompt payment is made, discounts, etc. are accepted.)
4. Specifications will be updated as need dictates.
5. If product is not as specified, the following procedure will take place:
 - a. Consideration of overall value which shall at least include price and quality;
 - b. History or performance of the company;

- c. Ability to fulfill the overall needs of the school;
- d. Potential impact on school program.

E. 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 Business Manager or his/her designee. The following emergency procedures shall be followed. All emergency procurements shall be approved by the Business Manager or his/her designee. At a minimum, the following emergency procurement procedures shall be documented:
 - a. Item name
 - b. Dollar amount
 - c. Vendor, and
 - d. Reason for emergency

F. 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 J. Paul Taylor Academy 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 J. Paul Taylor Academy 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 J. Paul Taylor Academy School Child Nutrition Program should be:
 - a. Reprimand by Governance Council;
 - b. Dismissal by Executive Director;
 - c. Any legal action necessary.

G. **CRIMINAL BACKGROUND CHECKS.** The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on J. Paul Taylor Academy property or at J. Paul Taylor Academy events. The Vendor shall

provide documentation that criminal background checks were conducted on each of its employees prior to hiring and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. J. Paul Taylor Academy reserves the right to prohibit any individual employee of Vendor from providing services on J. Paul Taylor Academy property or at J. Paul Taylor Academy events if J. Paul Taylor Academy determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.