Procurement Plan:

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Montgomery County Schools

PROCUREMENT PLAN
CHILD NUTRITION PROGRAM

This procurement plan contained on the following pages one through seven will be implemented on July 1, 2011 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 allow ability and the allocation of costs.

_____ _____

Chairman, Board of Education Date

_____ _____

Superintendent of Schools Date

Montgomery County Schools

PROCUREMENT PLAN

The Montgomery County Schools Child Nutrition Department 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. Based on the North Carolina Purchasing Manual(June 2008) if the amount of purchases is more than $90,000, formal procurement procedures (IFB or RFP) will be used as required by 7 CFR §3016.36 and NC General Statutes Article 8, Chapter 143. Informal procurement procedures (RFQ) (small purchase) will be required for purchases under $90,000.

The following procedures will be used for all other purchases:

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

category (Grouping of items)	Procurement method to be used	*Award method to be used (line item or bottom line)*	Time frame of bid
1. Food & Non-Food	**NC Alliance Formal**	**Bottom Line**	**Annual**
2. Produce	**NC Alliance Formal**	**Bottom Line**	**Annual**
3. Snacks	**NC Alliance Formal**	**Bottom Line**	**Annual**
4. Ice Cream	**NC Alliance Formal**	**Bottom Line**	**Annual**
5. Water and beverages	**NC Alliance Formal**	**Line Item**	**Annual**
6. Milk	**Formal**	**Bottom Line**	**Annual**
7. Bread	**Formal**	**Bottom Line**	**Annual**
8. Frozen 100% Fruit Juice("Slushie")	**Formal**	**Bottom Line**	**Annual**
9. Chemicals for Cleaning Purposes	**Formal – RFP**	**Competitive Negotiation**	**Annual**

8. Locally-grown Produce (ltd. quantity)	**Informal – documented quotes**	**Bottom Line**	**As needed**
9. Oil Removal	**Formal – RFP**	**Competitive Negotiation**	**Annual**
10. Pest Services	**Formal - RFP**	**Competitive Negotiation**	**Annual**

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

   _____ Centralized System
   _____ Individual School
   _____ Multi-School Systems
   _____ State Contract
   ___xx__ Combination of above (specify):
   Centralized, school, and state contract

3. Because of the potential for purchasing more than $90,000, it will be the responsibility of the Child Nutrition Director 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 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 Montgomery Herald, Courier Tribune, MCS Website to publicize the intent of the School Food Authority to purchase needed items. The advertisement for bids/proposals or legal notice will be run for five business days.

2. An advertisement is required for all purchases over $90,000. 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, included with the bid document, 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 $l0,000.00
(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 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)
(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.
(25) 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. Previous Bidders
    b. Marketing Materials gathered from potential bidders
    c. Advertisements through newspaper or website

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 Child Nutrition Director

8. The Child Nutrition Director will be responsible for securing all bids or proposals.

9. The Child Nutrition Director 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. ***Price***
    b. **Quality Of Product**
    c. **Delivery Service**
    d. Customer Service

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 Child Nutrition Director 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 Child Nutrition Director will review the procurement system to check ensure compliance with applicable laws.

15. The Child Nutrition staff and Director will be responsible for documentation that the actual product specified is received.

16. Any time an accepted item is not available, the Child Nutrition Director will select the acceptable alternate. The contractor must inform the Child Nutrition Director immediately when 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 Child Nutrition Director 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 Child Nutrition Director.

18. The Child Nutrition Director will be responsible for maintaining all documentation of the procurement process.

C. If the amount of purchases for items is less than $90,000, 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 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 Child Nutrition Director 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 Child Nutrition Director. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or customer service as well as delivery service.

6. The Child Nutrition Director 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 Child Nutrition Staff and the Child Nutrition Director will be responsible for documentation that the actual product specified is received.

8. Any time an accepted item is not available, the Child Nutrition 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. ***Price***
   b. **Quality Of Product**

c. **Delivery Service**
d. Customer Service

10. The Child Nutrition Director 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. Written Specifications will be prepared and provided to the vendor.

2. The Child Nutrition Director 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 Child Nutrition Staff and Child Nutrition Director will be responsible for documentation that the actual product or service specified was received.

4. The Child Nutrition 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 Child Nutrition 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.

E. Miscellaneous Provisions:

1. In order to evaluate a new product, the following methods will be used:

   a. Trial test period for major equipment issues or on-site demo's
   b. Food sample test conducted for student and staff approval

2. The School Food Authority agrees that the reviewing official of each transaction will be the Child Nutrition Director.

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. The bid will become withdrawn from the bidding process
    b. Bidder will be advised that bid specs were not followed

F. 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 Child Nutrition Director. The following emergency procedures shall be followed. All emergency procurements shall be approved by the Child Nutrition Director. At a minimum, the following emergency procurement procedures shall be documented:

a. Item name
b. Dollar amount
c. Vendor, and
d. Reason for emergency

G. 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.

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.

1. No employee, officer or agent of the Montgomery County Schools 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 Montgomery County Schools Child Nutrition Department 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 Montgomery County Schools Child Nutrition Program should be:

   a. Reprimand by Board of Education;
   b. Dismissal by Board of Education;
   c. Any legal action necessary.

I. LUNSFORD ACT. The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

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 (name of SFA) property or at (name of SFA) 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. (Name of SFA) reserves the right to prohibit any individual employee of Vendor from providing services on (name of SFA) property or at Name of SFA) events if (Name of SFA) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.