

**OBION COUNTY BOARD OF EDUCATION
SCHOOL NUTRITION PROGRAM**

PROCUREMENT PLAN

The procurement plan outlined on pages 2 through 6 will be implemented from July 1, 2011 until amended.

Director of Schools

Date

Chairman, Board of Education

Date

OBION COUNTY BOARD OF EDUCATION
SCHOOL NUTRITION PROGRAM

Procurement Plan

The Obion County Schools School Nutrition Program (SNP) plan for procuring items for use in the SNP is set forth below. The plan provides for open and free competition, comparability, and documentation of all procurement.

A. If the amount of purchases is more than \$10,000, formal bid procedures will be used as required by OMB Circular A-102, the Tennessee Internal School Uniform Accounting Policy Manual, and Board Policy. For purchases under \$10,000, three written quotes are preferred.

1. The bidding schedule is as follows:

<u>Group</u>	<u>Method of Procurement</u>	<u>Award Method</u>	<u>Time Frame</u>
Milk	Formal Bid	Bottom Line	Annual*
Bread	Formal Bid	Bottom Line	Annual*
Waste Disposal	Formal Bid	Bottom Line	Annual*
Dishwashing/ Chemicals	Formal Bid (RAC Consortium)	Bottom Line	Annual*
Food	Formal Bid (RAC Consortium)	Bottom Line	Annual*
Non-Food	Formal Bid (RAC Consortium)	Bottom Line	Annual*
Produce	Formal Bid (RAC Consortium)	Bottom Line	Annual*
Pest Control	Quotes Requested	Bottom Line	Annual
Vent Cleaning	Quotes Requested	Bottom Line	Annual
Fire Suppression	Quotes Requested	Bottom Line	Annual

2. Formal bid procedures will be applied on a multi-school system basis for Dishwashing/Chemicals, Food, Non-Food, and Produce through a partnership bid with Reelfoot Area Consortium (RAC). All other bid procedures will be applied on a centralized system basis.

3. All formal bids will contain a renewal clause dependent upon mutual agreement of both parties (*).

4. Due to the potential for purchasing more than \$10,000, the SNP Supervisor will be responsible for documenting the amount to be purchased so that the correct method of procurement will be followed.

- B. When formal bids are required, COMPETITIVE SEALED BIDS will be used:
1. An invitation to bid will be advertised in the Union City Messenger to publish the intent of the Obion County Schools SNP to purchase needed items. The notice will run for three (3) days.
 2. Advertisement is required for all purchases over \$10,000. The notice will contain a general description of items to be purchased, the deadline for submission for sealed bids, and the address where complete specifications and bid forms may be obtained.
 3. Each vendor will be given an opportunity to bid on the same specifications.
 4. The bid document will clearly define the purchase conditions. The following shall be addressed in the bid document:
 - Contract period;
 - Date, time, and location of bid opening;
 - The School Food Authority (SFA) is responsible for all contracts awarded by Obion County Schools;
 - How vendor is to be informed of bid acceptance or rejection;
 - Instructions in event vendor protests award;
 - Delivery schedule;
 - Requirements which bidder must fulfill in order for bid to be evaluated;
 - Benefits to which the SFA will be entitled if the contractor cannot or will not perform as required;
 - Method of shipment or delivery upon bid award;
 - How vendors receive or pick up orders upon bid award;
 - Purchase orders from firm and fixed prices will be used after formal bidding;
 - Statement assuring positive efforts will be made to involve minority and small business;
 - Termination provisions and the basis for any settlement for all procurement over \$10,000;
 - 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 for all contracts over \$10,000;
 - Provision requiring access by duly authorized representatives of the SFA, State Agency, United States Department of Agriculture (USDA), or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts;
 - Provision requiring contractor to maintain all required records for at least three (3) years after final payment and all other pending matters are closed for all negotiated contracts;

- 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 94-163);
 - All contracts over \$100,000 will require compliance with the Clear Air Act issued under Section 306 and the Clean Water Act issued under Section 508, Executive Order 11738, and Environmental Protection Agency regulations;
 - Signed Certificate of Lobbying for all contracts over \$100,000;
 - Signed Debarment/Suspension Certificate for all contracts over \$25,000; and
 - Provision requiring “Buy American” as outlined in Policy Memorandum 210.21-14.
5. Specifications will be prepared and provided to potential vendors desiring to bid the product. Vendors will be selected on the basis of financial and technical resources, vendor integrity, record of past performance, and compliance with public policy.
 6. If any potential bidder has questions about specifications or purchase conditions, he/she may contact the SNP Supervisor.
 7. The SNP Supervisor will be responsible for all SNP procurement in compliance with local school board policy.
 8. Potential bidders must be able to provide a quality product as specified, offer reasonable pricing, provide dependable delivery of items ordered, meet specifications, meet bid conditions, and demonstrate successful past performance.
 9. The bids will be awarded to the responsive and responsible bidder whose bid is the best and lowest cost for the SNP. Any and all bids may be rejected in accordance with state law and Board policy.
 10. The SNP Supervisor/Bookkeeper will be responsible for maintaining documentation that the actual product specified is received.
 11. At any time an accepted item is not available, the SNP Supervisor will select an acceptable alternate. The vendor must inform the SNP Supervisor when an accepted item is not available.
 12. Full documentation as to reason accepted item is not available and to the procedure used for determining acceptable alternate will be available for audit and review. The SNP Supervisor or Bookkeeper will be responsible for this documentation.

- C. If the amount for an item is less than \$10,000 per purchase order, Small Purchase Procedures will be used. Any item with a cost of \$5,000 or more must be approved by the Director of Schools.

The following price quotation procedure will be used for small purchases:

1. Specifications will be prepared and provided to the 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 when possible.
 3. The SNP Supervisor, Bookkeeper, or Maintenance Department will be responsible for contacting the vendors when price quotes are needed.
 4. The price quotes will receive appropriate confidentiality before awarding.
 5. Quotes will be awarded by the SNP Supervisor. Quotes awarded will be to the lowest and best quote based upon quality, service, availability, and price.
 6. The SNP Supervisor and/or Bookkeeper will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, and price quotes from each vendor.
 7. The individual cafeteria manager or cafeteria personnel will be responsible for documenting that the actual product specified is received.
 8. Any time an accepted item is not available, the SNP Supervisor will select an acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
 9. The SNP Supervisor is required to sign off on quote tabulations, signifying a review and approval of the selections.
- D. If an item or items are available only from a single source, the following non-competitive negotiation procedure will be used:
1. Specifications will be prepared and provided to the vendor.
 2. The SNP Supervisor and/or Bookkeeper will be responsible for the documentation of records to fully explain the decision to use non-competitive negotiation. The records will be available for audit and review.
 3. The individual school cafeteria manager or cafeteria personnel will be responsible for documenting that the actual product specified is received.

- E. The contractor shall agree to retain all books, records, and other documents relative to the contract agreement for at least three (3) years after final payment, or until audited by the 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.
- F. The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by SNP funds:
1. No employee, officer, or agent of the Obion County Board of Education shall participate in the selection or in the award or administration of a contract supported by SNP 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:

- An employee, officer, or agent;
 - Any member of his/her immediate family;
 - His/her partner; or
 - An organization which employs or is about to employ one of the above.
2. The Obion County Board of Education 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.