

Policy DJEE: Child Nutrition Procurement Plan

Status: DRAFT

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The Jackson County School District (JCSD) Board of Education shall adopt the Child Nutrition Procurement Plan as the official Board of Education policy for the Child Nutrition Department. All procedures listed in the Child Nutrition Procurement Plan shall adhere to federal regulations and Mississippi State Law, including emergency purchasing of food and food related items. MS code § 37-11-7

Child Nutrition Procurement Plan

JCSD-EEE

The Jackson County School District school food authority will purchase food and other items for use in the Child Nutrition Program in compliance with Federal Law 2 CFR part 400 and part 415, as applicable, and Mississippi State Law, using the procedures outlined in this document and the Chart of Procedures.

A. Purchases of COMMODITIES (other than perishable food/supplies)

1. For purchases between \$0.01 and \$5,000.00, micropurchasing may be utilized.
 - The cost must be reasonable.
 - Purchases should be spread equitably among suppliers to the extent practicable.
2. For purchases between \$5,000.01 and \$75,000.00, small purchase procedures are required to be utilized.
 - Develop specifications for the services, food, or supplies to be procured.
 - Obtain price quotes from an adequate number of suppliers.
 - Prepare price quote documentation sheet and note supplier awarded.
3. For purchases exceeding \$75,000.00, formal purchasing procedures are required to be utilized.
 - Work with the Business Office to utilize the proper method (RFP, Reverse Auction).
 - Procurement must be advertised to and open to the public.
 - Submit lowest or most responsive bid to Jackson County School District Board of Education for approval.

B. Purchases of SERVICES or PERISHABLE FOOD/SUPPLIES

1. For purchases between \$0.01 and \$10,000.00, micropurchasing may be utilized.
 - The cost must be reasonable.
 - Purchases should be spread equitably among suppliers to the extent practicable.
2. For purchases between \$10,000.01 and \$250,000.00, small purchase procedures are required to be utilized.
 - Develop specifications for the services, food or supplies to be procured.
 - Obtain price quotes from an adequate number of suppliers.
 - Prepare price quote documentation sheet and note supplier awarded.
3. For purchases exceeding \$250,000.00, formal purchasing procedures are required to be utilized.
 - Work with District's Business Officer to utilize the proper method of formal purchasing procedures (RFP, Reverse Auction, etc.).
 - Procurement must be advertised to and open to the public.
 - Submit lowest or more responsive bid/proposal to School Board for approval.

C. Non-competitive Purchases

Non-competitive purchases may only be made when an emergency arises that threatens continued service of the Child Nutrition Program, or when the service/commodity being purchased is available from only one vendor (i.e. sole source). If it is necessary to make a non-competitive purchase in order to continue service, the purchase shall be made and a log of all such purchases shall be maintained and reviewed by the review official listed in Column E of the Chart of Procedures. The log shall show:

- Item name
- Dollar amount
- Vendor
- Reason for emergency/justification of sole source designation.

D. All purchases will be conducted in accord with the attached Chart of Procedures.

E. The following records will be maintained for a period of 3 years, plus the current year:

- Written records of all obtained via telephone quotes
- Log of all emergency and sole source purchases
- All written quotes and bid documents
- Comparison of all price quotes and bids with the effective dates shown

- Price comparison will show bids or quote award
- Log of approved substitutions.

F. Bid Protest Policy:

These guidelines are relating to the filing, hearing, decision, and appeal of protests by any actual prospective bidder or contractor who is aggrieved in connection with the bidding or award of a contract. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract which meets Board approval requirements may file a protest. Protestors may file a protest on any phase of solicitation or award including, but not limited to, specifications, bid solicitation, or award.

The Superintendent or his/her designee shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the specifications, solicitation, or award of a contract.

Within ten (10) calendar days of the date the Invitation to Bid is mailed, the protestor must submit in writing to the Superintendent the reason for the protest. The Superintendent shall review specifications and product code numbers and based on the facts will issue an addendum, withdraw solicitation, rebid or reject protest. Protest of Awards shall be made in writing and submitted in an envelope labeled "Protest" to the Superintendent within seven (7) calendar days after the protestor knows or should have known of the facts giving rise thereto. A protest is deemed filed when received by the Superintendent. No protest will be entertained if filed more than seven (7) calendar days after the award of a contract. The written protest shall contain the following: name, mailing address, telephone number, and fax number of the protestor, appropriate identification of the procurement or contract protested, statement, in sufficient detail, of the facts upon which the protest is based, including the effective date of any alleged grievable action and why such action is believed to be in error, supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected date the information will be available shall be indicated, and a statement of the relief requested. Upon receipt of a written protest, the Superintendent shall submit a copy of the protest to the Board Attorney and the Director of Child Nutrition.

In the event of a timely protest, the solicitation or award of the contract will be deterred until the resolution of the protest, unless the Superintendent, after conferring with the Director of Child Nutrition, makes a determination that in order to protect substantial interests of the school district, it is necessary to go forward with the solicitation or award of the contract. Any additional information requested by any of the parties should be submitted within the reasonable time period established by the requesting source in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Superintendent may result in the protest being resolved without additional information being considered. The Superintendent and other administrators shall determine if a protest conference is needed and appropriate. If so, a date, time, and place for the protest conference will be scheduled and a notice of same will be sent via personal delivery or by certified United States Mail, postage prepaid, return receipt requested, to the protestor, the procuring school district or institution, and any interested party. Continuances requested by any party to the protest shall be granted within the discretion of the Superintendent only for good cause shown. If a protestor, without good cause, fails to appear at the protest conference, such failure will be deemed

a withdrawal of the protest and the Superintendent shall dismiss the protest and such dismissal shall be final and conclusive. The protestor has the burden of proving that the specifications, bidding, or award of the contract was in error and merits the relief requested.

The Superintendent shall, within a reasonable time after the conclusion of the protest process, prepare a written decision. A copy of such decision shall be sent by personal delivery or by certified United States Mail, postage prepaid, return receipt requested, to the protestor, any interested party, and the Foodservice Administrator. The decision of the Superintendent shall be final and conclusive unless fraudulent or unless a timely request for a review by the Board of Education is filed.

Any protestor or interested party who participated in the conference or the procuring agency aggrieved by the final decision of the Superintendent may file a written request for review by the Board of Education. If a protest is not filed within the time limit set forth herein, it will be considered waived. If a request of review by the Board of Education is not filed within the specified time limit, it will be considered waived and the decision of the Superintendent shall be final and conclusive.

G. The following conduct will be expected of all people who are engaged in the award and administration of contracts supported by school food and nutrition program funds:

- No employee, officer or agent of the Jackson County School District (School Food Authority) shall participate in 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:
 - o The employee, officer or agent
 - o Any member of his immediate family
 - o His or her partner
 - o An organization which employs or is about to employ one of the above.
- The Jackson County School District (School Food Authority) employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of material monetary value from contractors, potential contractors, or parties to sub-agreements.
- The purchase during the school day of any food or service from a contractor for individual use is prohibited.
- The removal of any food, supplies, equipment, or school property (such as official records, recipe books and the like) is prohibited.

• The outside sale of such items as used oil, empty cans and the like will be sold by contract between the Jackson County School District (School Food Authority) and the outside agency. Individual sales by any school person to an outside agency or other school person is prohibited.

• Failure of any employee to abide by the above stated code could result in any combination of the following: a fine, suspension, or dismissal. Interpretation of the code will be given at any time by contacting the Superintendent.

The Jackson County School District (School Food Authority) will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the Board of Education.

A (Category) WHAT	B (Frequency) WHEN	C (Method) HOW	D Writes & Interprets Specifications & Instructions, etc.	E Issues Requests, Receives & Tabulates Pricing	F Awards & Reviews Bids or Quotes	G Requisitions Product WHO	H Orders Product WHO	I Receives Product WHO	J Approves Substitutions of Product or Brand
1. Fresh Produce	Statewide Purchasing Program (SWPP)	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP
2. Dry Groceries	SWPP	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP
3. Frozen Fruits & Vegetables	SWPP	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP
4. Frozen Meats	SWPP	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP
5. Paper Goods	SWPP	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP
6. Miscellaneous Cleaning Supplies	SWPP	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP
7. Dish machine & Other Special Chemicals	Annually	Bottom Line Firm Price Bids	Director of Child Nutrition	Director of Child Nutrition	Director of Child Nutrition	Central Office Staff	Child Nutrition Manager	Child Nutrition Manager	Director of Child Nutrition
8. Equipment-Small	Annually	Bottom Line Firm Price Bids	Director of Child Nutrition	Central Office Staff	Director of Child Nutrition	Central Office Staff	Child Nutrition Manager	Child Nutrition Manager	Director of Child Nutrition
9. Equipment-Large	Annually	Bottom Line Firm Price Bids	Director of Child Nutrition	Central Office Staff	Director of Child Nutrition	Central Office Staff	Central Office Staff	Child Nutrition Manager	Director of Child Nutrition
10. Milk	SWPP	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP

11. Bread	SWPP	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP
12. Ice Cream	SWPP	SWPP	SWPP	SWPP	SWPP	Child Nutrition Bookkeeper	Child Nutrition Manager	Child Nutrition Manager	SWPP
13. Emergency Purchases	-	-	Director of Child Nutrition	Central Office Staff	Director of Child Nutrition	Central Office Staff	Central Office Staff	Child Nutrition Manager	-
14. Non-Competitive Negotiations	-	-	Director of Child Nutrition	Central Office Staff	Director of Child Nutrition	Central Office Staff	Central Office Staff	Child Nutrition Manager	-
