

## PROCUREMENT PLAN FOR PIONEER SCHOOL

1. Purpose and Goal: The purpose of this Procurement Plan is to establish procedures for the procurement of food, equipment, other supplies, and services that will ensure that such materials and services are obtained in an effective manner and in compliance with all applicable Federal and State laws. All procurement transactions of the Pioneer Food Service, without regard to dollar value, will be conducted in a manner that provides maximum open and free competition. It is the goal of Pioneer School food service to purchase only good quality merchandise and services which will assist in meeting the goal of serving high quality meals at a reasonable cost.
2. Authorized Purchasing Agent for the Child Nutrition Program: Cafeteria Manager Kylee Frazier, who is authorized to purchase for the Child Nutrition Programs and designate the goods or services which will be purchased. The cafeteria manager will appoint a substitute purchaser should she be away. A file will be kept on this action in the office.
3. Open and Free Competition will exist to the maximum extent possible by, among other ways, (1) the maintenance of a request file for potential bidders; (2) involvement of all known vendors to the extent they are capable of meeting the needs of Pioneer School, (3) utilization of clear, fair, and identical specifications; (4) the public announcement of this Procurement Plan annually or the issuing of same to any interested party; (5) the advertising or posting of all bids, proposals, etc.; and (6) the mailing of Invitations to Bid to all known potential bidders.
4. Comparability of Prices and Products will be achieved through (1) the use of identical specifications, and (2) an on-going evaluation of products and services.
5. Adequate Documentation will be achieved through, among other ways, (1) bidder request files; (2) records of communication (telephone quotes, written quotations, proposals, bid instruments); (3) records of the opening and awarding of sealed bids, proposals, and quotations; (4) if the lowest bid, proposal, or quotation is not selected, documentation of the reasons; (5) post-award notification to all vendors who responded; and (6) other documentation as required.
6. Code of Conduct: No employee, officer or agent of Pioneer School nor any member of his immediate family, his or her partner, nor an organization which employs, or is about to employ any of the above 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. The Pioneer School

officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

7. Procurement Plan Review Procedures: The School Auditor will review procurement actions thereby ensuring that procurement activities comply with the standards set forth in applicable State and Federal law, avoid the purchase of unnecessary or duplicative items, and represent a fair, efficient, and effective procurement system.
8. Contract Administration: (1) All purchases will be verified upon receipt; (2) Assurance that all contractors and vendors conform in accordance with the terms, conditions, and specifications of their contracts or purchase orders will be realized; (3) all successful vendors and contractors will be informed as to how, when, and on what basis payments will be made.
9. Contract Provisions:
  - A. All Contracts Other Than Small Purchases: Contracts other than small purchases will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
  - B. Contracts Over \$100,000.00: (1) All contracts in excess of \$100,000.00 will contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts will describe conditions under which the contract may be terminated for default because of circumstances beyond the control of the contractor. (2) All contracts awarded in excess of \$100,000.00 by grantees and their contractors or subgrantees will contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
  - C. All Contracts: All contracts will recognize mandatory standards and Policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
10. Procurement Methods: The procurement methods that will be used by Pioneer And the categories of goods and services that will be purchased by each method are as follows: NOTE: The \$100,000.00 threshold may apply to individual item or multiple item purchases on an aggregate basis. "Aggregate" is defined as any purchase or group of purchases estimated at \$100,000.00 or more and capable of being secured from a single source on a given date or purchase period. Breaking

up purchases with the intent of circumventing formal advertising procedures is contrary to Federal procurement regulations. Any change in the district's normal purchasing practices which results in the aggregate amount of purchases becoming less than \$100,000.00 must be documented for review and audit purposes.

- A. Small Purchase Procedure will be used to purchase all foods and other Child Nutrition type items where the aggregate cost is less than \$100,000.00.
- B. Competitive Sealed Bids will be used to purchase (1) milk and milk products.

When competitive sealed bids are used, the following conditions, stipulations, and terms will be included:

1. The invitation to bid will be publicly advertised.
2. Bids will be solicited from an adequate number of known suppliers in Sufficient time prior to the date set for the opening of the bids.
3. The invitations for bid will clearly define the item or services needed in order for the bidders to be able to properly respond. This includes product specifications and general purchasing conditions.
4. All bids will be opened publicly at the time and place stated in the invitations for bid.
5. A firm, fixed-price contract award will be made by written notice to the responsible bidder whose bid is lowest, assuming the bid conforms to the requirements in the invitation for bid, except that preference will be given to products produced, manufactured, or grown in Oklahoma if goods are not inferior quality to those offered from outside the state.
6. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs (for equipment), if applicable, will be considered in determining which bid is lowest.
7. Payment discounts will only be used to determine the low bid when Prior experience of Pioneer indicates that such discounts are generally taken.
8. Any and all bids may be rejected when there are sound documented reasons in the best interest of the program.
9. Cost plus a percentage of cost method of contracting is prohibited.

C. Competitive Negotiation will be used whenever competitive sealed bids are determined to be inappropriate, unfeasible or impossible, and will adhere to the following conditions, stipulations and terms:

1. Proposals will be solicited from an adequate number (at a minimum, two) of qualified sources to permit reasonable competition.
2. The request for proposal will identify all significant evaluation factors including price or cost where required and their relative importance.
3. Pioneer will provide a mechanism for technical evaluation of the proposals received, to determine which responsible bidders will be further contacted for the purpose of further written and verbal discussions, and selection for contract award.
4. The contract will be awarded to the responsible bidder whose proposal is most advantageous to Pioneer when price and other factors are considered. Either a fixed-price or a cost reimbursable-type contract may be awarded.


D. Non competitive Negotiation will be used when there is only one supplier when, after solicitation from a number of sources, competition is determined to be inadequate; and when a public emergency that will not permit the delay involved with competitive bids and negotiations exists.

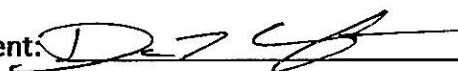
11. Procurement Calendar: Goods and services purchased by the month/week the bids will be awarded, and the respective purchase periods are as follows:

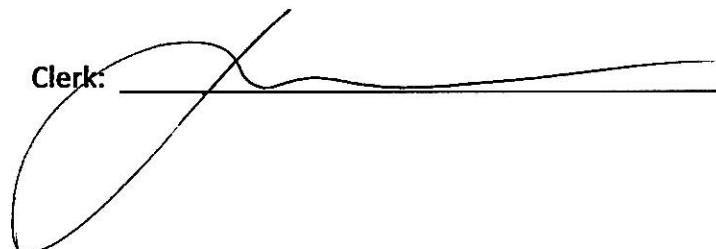
<u>Products</u>	<u>Quotation and / or formal bids</u>	<u>Awarded</u>	<u>Purchase Period</u>
Milk & Milk Products 100% concentrated juice	Competitive Quotes	July or Aug	Year
Bread	Competitive Quotes	Monthly	Weekly
Fresh Produce	Competitive Quotes	Monthly	Weekly
Food Items	Competitive Quotes	Monthly	Weekly
Cleaning & Chemicals	Competitive Quotes	As Needed	As Needed
Paper and Disposable Prod.	Competitive Quotes	As Needed	As Needed
Kitchen Utensils& Sm Eq	Competitive Quotes	As Needed	As Needed

12. Changes in the Procurement Plan will be made as conditions warrant upon the approval of Pioneer School.

Approved by Board of Education: August 3, 2017

President:  \_\_\_\_\_

Vice-President:  \_\_\_\_\_

Clerk:  \_\_\_\_\_

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