

I. General Provisions

MC² will provide a food services program within the appropriate regulations of the US Department of Agriculture and the NH Department of Education. Food services shall be limited to school functions including students and/or staff, and community use of school facilities approved by the School Leader.

The Business Administrator is responsible for the planning, preparation of, and/or contracting for food served in the food service program, ensuring full compliance with the State of New Hampshire's education rules and regulations. All food will comply with the nutrition standards as set forth by the school wellness program outlined in the Wellness Policy JLCF.

The School Leader will order supplies, keep accurate records of financial transactions connected with the food service program, and prepare all records and reports, which will be retained for 3+ current years. The School Leader will develop and maintain a monetary collection system. The following guidelines will also apply. This information will also be provided to students and parents at the beginning of the school year in the registration packet and online in the student/parent handbook.

1. Parents are responsible for providing breakfast, snack, and lunch either by sending these meals in with the student or providing funds for student to purchase such meals.
2. The school is not obligated to provide a free meal for students unless the student has qualified per the federal free eligibility requirements. All other parents/guardians are required to pay for a school-made meal or to provide a home-made meal.
3. Parents are encouraged to pay in advance either by check or online and to monitor their student's food service account balance online.
4. Parents/guardians will be informed of the Meal Charging Policy, and students with insufficient funds will be provided meals as stated in EFAA, Meal Charging Policy.
5. Parents/guardians will be informed of the free and reduced meal eligibility requirements. If the student is already on a reduced fee, the parent/guardian will be informed of the free eligibility requirements.

All food service employees shall, within their first year of employment, obtain a certificate of completion for an approved sanitation course. The School Leader will make recommendations to the CEO, board or designee concerning personnel and operational matters related to the food service program.

II. Code of Conduct for MC² School Food Authority

Regulations: 2 CFR Part 200.318, formerly 7 CFR Part 3016.36(b)(3), State Procurement Code and Regulations, and Making Community Connections Charter School Policies.

Making Community Connections Charter School seeks to conduct all procurement procedures:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent of MC² will participate in the selection, award, or administration of a contract supported by a Federal, State or local award if he or she has a real or apparent conflict of interest.

Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- The employee, officer or agent;
- Any member of their immediate family;
- His or her partner; or
- An organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract.

Officers, employees and agents of MC² a non-Federal entity, may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Disciplinary actions will be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Based on the severity of the infraction, the penalties could include a written reprimand to their personnel file, a suspension with or without pay, termination or any necessary legal action.

For questions and concerns regarding procurement solicitations, contract evaluations and award, contact the School Leader for the particular campus, the Business Administrator, or the CEO.

III. Procurement Procedures for MC² Child Nutrition Program

The procurement procedures contained in Section III of this policy will be implemented on 2/1/2017 from that date forward until amended. All procurements must maximize full and open competition. Source documentation must be available to determine open competition, the reasonableness, the allow-ability and the allocation of costs.

MC² intentionally seeks to prohibit conflicts of interest in all procurement of goods and services. The code of conduct is identified in section G herein.

MAKING COMMUNITY CONNECTIONS CHARTER SCHOOL PROCUREMENT PROCEDURES

Section A

1. MC²'s plan for procuring items for use in the Child Nutrition Program is as follows. The procurement procedures maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

2. If the amount of purchases is more than the Federal small purchase threshold currently valued at \$150,000 or the School Food Authority's (SFA) approved threshold, if less, formal procurement procedures will be used as required by 2 CFR 200.318-326. Informal procurement procedures (small purchase) will be required for purchases under the most restrictive small purchase threshold.

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

Category	Procurement Method	Evaluation Used	Contract Award Type	Contract Duration/Frequency
Meals, ancillary perishable and non-perishable foods delivered on a daily or weekly basis, and included paper and plastic small wares	Formal	Bottom Line	Cost-reimbursable plus fixed fee	Annual with <u>3</u> one-year renewal options.
Fresh Bread, Milk, and Dairy Products	Formal	Bottom line	Fixed price with price adjustment	Annual with <u>3</u> one-year renewal options.
Other perishable and non perishable foods not purchased regularly	Micro-purchase/small purchase procedures	Price Reasonable	No contract, equitable distribution, transactions limited to \$500 or less	As needed
Other Food service supplies (cleaning, equipment, office supplies, etc.)	Micro-purchase/small purchase procedures	Price Reasonable	No contract, equitable distribution, transactions limited to \$500 or less	As needed

Capital Equipment	Formal	Bottom Line	Fixed Price	As needed
Emergency	Micro-purchase/small purchase procedures (requires authorized PO)	Price Reasonable	No contract, equitable distribution, transactions limited to \$3,500 or less	As needed

4. Formal bid procedures will be applied on the basis of an Individual School.
5. Because of the potential for purchasing more than \$150,000, it will be the responsibility of the Business Administrator to document the amounts to be purchased so the correct method of procurement will be followed.

Section B Formal Purchases

When a formal procurement method is required, the following competitive sealed bid or an Invitation for Bid (FB) or competitive proposal in the form of a Request for Proposal (RFP) procedures will apply:

- An announcement of an IFB or RFP will be placed in a state-wide paper (ie Union Leader) and MC² website to publicize the intent of the SFA to purchase needed items. The advertisement for bids/proposals or legal notice will be run for 1 week.
- An advertisement is required for all purchase over MC²'s small purchase threshold of \$15,000. The announcement (advertisement or legal notice) will contain a:
 - General description of items to be purchased,
 - Address or web address where complete specifications and bid forms may be obtained
- In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
- The developer of written specifications or descriptions for procurements will be **prohibited** from submitting bids or proposals for such products or services.
- The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be address in the procurement document:
 - Contract period,
 - SFA is responsible for all contracts awarded (statement),
 - Date, time, and location of IFB/RFP opening,
 - How vendor is to be informed of bid acceptance or rejection,
 - Delivery schedule,
 - Set forth requirements (terms and conditions) 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,

- Statement assuring positive efforts will be made to involve minority, women-owned businesses, and small business,
- Statement regarding the return of purchase incentives, discounts, rebates and credits to the SFA's non-profit child nutrition account,
- Contract provisions as required in Appendix II to 2 CFR 200,
- Contract provisions as required in 7 CFR 210.21(f) for all cost reimbursable contracts,
- Contract provisions as required in 7 CFR 210.16(a)(1-1)) and 7 CFR 250.53 for Food Service Management Company (FSMC) contracts,
- Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding,
- Price adjustment clause, if applicable (tied to a standard index) (*Consumer Price Index, or other as stated in terms and conditions for pricing and price adjustments*),
- Method of evaluation and type of contract to be awarded (solicitations using an IFB are awarded to the lowest responsive and responsible bidder; RFP are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered),
- Method of award announcement and effective date,
- Specific bid protest procedures including contact information of person and address, and the date by which a written protest must be received,
- Provision requiring access by duly authorized representatives of the SFA, State Agency, USDA or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts,
- Method of shipment or delivery upon contract award,
- Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts,
- Description of process for enabling vendors to receive or pick up orders upon contract award,
- Provision requiring the contract to recognize mandatory standards/policies related to energy efficiency contained in the State energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165),
- Signed statement of non-collusion
- Signed Debarment/Suspension Certificate, or statement included in contract, or copy of Excluded Parties List System (EPLS),
- Provision requiring "Buy American" as outlined in 7 CFR Part 210.21(d); specific instructions for prior approval of all non-domestic product(s).

- Specifications and estimated quantities of products and services prepared by SFA and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
- If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the Business Administrator and date specified.
- The Business Administrator will be responsible for securing all bids or proposals.
- The Business Administrator will be responsible to ensure all SFA procurements are conducted in compliance with applicable Federal, State and local procurement regulations.
- The following criteria will be used in awarding contracts as a result of bids/proposals:
 - A. The price per meal - Lowest price per meal that meets provisions in the Request for Proposal AND that meets the meal pattern requirements and USDA regulatory provisions for meals served as part of the National School Lunch Program (NSLP), School Breakfast Program (SBP) and/or After-School Snack Program (ASSP). **Maximum fifty (50) points.**
 - B. Meal pattern and all menus submitted meet the applicable meal pattern per USDA regulations, including designation of the component contribution and portion size. Caterer demonstrates the ability to comply with USDA regulations in meeting meal pattern and menu compliance. **Maximum of thirty (30) points.**
 - C. Proposal Responsiveness and compliance with submitting all requested documentation, including menus, product specifications, recipes, health inspection, business license and other required documents. **Maximum ten (10) points.**
 - D. Additional Services - Caterer will supply all eating utensils, paper products, condiments; Caterer will provide adult meals, extra milk and additional food items for students and staff. Caterer will complete and submit nutrient analysis (as applicable). **Maximum of ten (10) points.**

In awarding a 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 among all factors when awarding a contract. Following evaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.

- 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 as the primary and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
- The Business Administrator 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.
- The Business Administrator reviewing the procurement system to ensure compliance with applicable laws.
- The School Leader or designee is responsible for documenting the actual product specified is received and reporting discrepancies to the Business Administrator.

- Any time an accepted item is not available, the Business Administrator in conjunction with the School Leader will select the acceptable alternate. The contractor must inform The Business Administrator or designee 3 days before expected delivery when a product is not available. In the event a non-domestic agricultural product is to be provided to the SFA, the contract must obtain, in advance, the written approval of the product. The Business Administrator must comply with the Buy American provision.
- 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 Business Administrator.
- The Business Administrator is responsible for maintaining all procurement documentation.

Section C Informal Purchases

If the amount of purchases for items is less than the MC²'s small purchase threshold, the following, SMALL PURCHASE PROCEDURES, including quotes, will be used. Quotes from an adequate number of qualified sources will be required.

- Written Specifications will be prepared by the staff member responsible for the purchase, and approved by the next level supervisor (School Leader, Business Administrator, or CEO) and provided to the vendor.
- Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of 2 vendors shall be contacted.
- The Business Administrator will be responsible for contacting potential vendors when price quotes are needed.
- The price quotes will receive appropriate confidentiality before award.
- Purchases will be awarded by the Business Administrator. Purchases will be awarded to the lowest and best quote based upon quality, service availability, price.
- The Business Administrator 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.
- **The Business Administrator** will be responsible for documenting any discrepancies between the product specified and that actually received.
- Any time an accepted item is not available, the Business Administrator or designee will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
- Bids will be awarded on the following criteria:
 - A. Cost for closest compliance with specifications. Maximum sixty (60) points.
 - B. Compliance with optional requirements. Maximum of thirty (30) points.
- The Business Administrator is required to sign all quote tabulations, signifying a review and approval of the selections.

Section D Non-Competitive Purchases

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 PROPOSAL procedures will be used:

1. Written Specifications will be prepared and provided to the vendor.
2. The Business Administrator will be responsible for the documentation of records to fully explain the decision to use the non-competitive proposal. The records will be available for audit and review.
3. The Business Administrator will be responsible for documentation that the actual product or service specified was received.
4. The Business Administrator will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive proposals are met.

Non-Competitive proposals shall be used for one-time purchase 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 (SFA Official). The record of non-competitive purchases shall include, at a minimum, the following:

- Item name,
- Dollar Amount,
- Vendor, and
- Reason for Non-Competitive Procurement

A member or representative of the Board of Trustees will approve, in advance, all procurements that result from non-competitive negotiations.

Section E Contract Provisions

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts: (7 CFR Sec. 210.21, 215.14a, 220.16)

Mandatory Contract Clauses: The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
2. The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);
or
3. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;
4. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;
5. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
6. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
7. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

Contracts with Food Service Management Companies: Procedures for selecting and contracting with a food service management company shall comply with guidance provided by the NHDOE, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts.

Section F Miscellaneous Provisions:

1. New product evaluation procedures will be developed by the Business Administrator.
2. The School Food Authority agrees that the reviewing official of each transaction will be the Business Administrator.
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 needed.
5. If product is not as specified, the following procedure will take place:
 - The product will be returned for credit;
 - An alternative vendor or product will be selected.

Section G 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 must be authorized using a purchase order signed by the SFA's Business Official. The following emergency procedures shall be followed.
 - All emergency procurements shall be approved by the SFA Official.
 - At a minimum, the following emergency procurement procedures shall be documented:
 - Item name,
 - Dollar amount,
 - Vendor, and
 - Reason for Emergency
2. If it is necessary, in the course of a pressing need, to make an emergency purchase by means of "piggybacking" on the bid of another district, the following conditions must exist and approved procedures must be followed and appropriately documented as follows:
 - The SFA originating the competitive procurement must have a "piggyback provision" in the original solicitation;
 - Documentation of the emergency requiring the piggybacking must be maintained;
 - Approval from the purchasing SFA's governing board will be obtained and documented;

- Approval from the SFA that originated the competitive procurement will be obtained and documented;
 - Approval from the Vendor that was awarded the contract (original solicitation) will be obtained and documented;
 - Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following the public notice;
 - Notification to the Vendor of final approval will be documented and issued;
 - A contract with the Vendor will be developed including:
 - 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 State and/or USDA auditors and/or reviewers shall have full access to and the right to examine any of said materials during said period.
3. The SFA shall agree to retain all books, records and other documents relative to the award of the contract for three (3) years after final payment. Specifically the SFA shall maintain, at a minimum, the following documents:
- Written rationale for the method of procurement;
 - A copy of the original solicitation;
 - The selection of contract type;
 - The bidding and negotiation history and working papers;
 - The basis for contractor selection;
 - Approval from the State Agency to support a lack of competition when competitive bids or offers are not obtained;
 - The basis for award cost or price;
 - The terms and conditions of the contract;
 - Any changes to the contract and negotiation history;
 - Billing and payment records;
 - A history of any contractor claims; and
 - A history of any contractor breaches.

Section H Code of Conduct

The conduct specified in section II of this policy will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Food and Nutrition Program funds. See also MC² Policy AC, Nondiscrimination, for USDA Nondiscrimination information and complaint procedures.

Section I Contracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR §200.321)

MC² shall take all necessary affirmative steps to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Definitions:

Small business firms:	Designated by the Small Business Administration
Minority business firms:	51% Minority owned/operated
Women's business enterprises:	Small business that is at least 51% owned by a woman or women

Affirmative steps shall include the following:

- 1) Including qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists
- 2) Assuring that small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources;
- 3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small business, minority-owned business and women's business participation;
- 4) Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses;
- 5) Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development State Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

Date Adopted: March 20, 2017 (to comply with NSLP recommendations, 1/16/2017)

Revision Dates: 6/19/2017 (to increase small purchase limit to \$15,000)

12/16/2019 (adding Section E Contract Provisions and renumbering subsequent sections)

1/31/2020 (to update meal charging policy)

3/16/2020 (to add reference to EFAA meal charging policy)

5/11/2020 (to add Section I)

7/20/20 (to update records retention and insert reference to women-owned businesses)

Last Review Date: