

Haywood County Schools Child Nutrition 5855 Crabtree Rd. Clyde, NC 28721



Alison Francis, Director of Child Nutrition

Date: May 17, 2010

Mark your return envelope as follows:

"Sealed Proposal" for Food Safety and Sanitation Service System

REQUEST FOR PROPOSAL

Sealed Proposal #10-11

Opening Date: June 4, 2010

Description and Instructions

Haywood County Schools and Macon County Schools, North Carolina are interested in receiving proposals for a comprehensive Food Safety/Sanitation Service System for their Child Nutrition Departments. The attached pages contain the required information. Your proposal should be based upon this Request for Proposal (RFP).

Sealed Proposals will be received for providing a comprehensive Food Safety and Sanitation Service System including: Service Specifications, Hazardous Analysis Critical Control Point (HACCP) Food Safety System, Training Plan, Just in Time Delivery of Premeasured Concentrated Detergents, Dispensing Bottles and Related Items for the 2010-2011 School Session from August 2010 through July 2011.

Your original and one (1) copy of the proposal shall be placed in an envelope, sealed and properly identified with "Food Safety and Sanitation Service System", Proposal No. 10-11 and delivered to the Haywood County Schools, Child Nutrition Program, 5855 Crabtree Rd., Clyde, NC 28721 by 2:00 PM, Tuesday, **June 4, 2010**. Proposals received after that time will be returned unopened.

Proposals must show the full name and address of the vendor. Unsigned proposals will be disqualified. Person signing proposal must be someone with the authority to bind their firm to a contract. Items must conform to appropriate local, state, and federal ordinances, statutes, and regulations governing the manufacture, safety, and installation of the item. By signing this proposal, the company certifies and represents to the District the vendor has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this proposal. The signer further certifies that this company is not prohibited from doing business with any Federal Department or Agency.

Any questions concerning this proposal should be directed to Alison Francis at 828-627-1150.

Opening Time: 2:00pm Opening Location: Haywood County Schools 5855 Crabtree Rd., Clyde, NC 28721

FOOD SAFETY AND SANITATION SERVICE SYSTEM PROPOSAL #10-11

GENERAL TERMS AND CONDITIONS

- 1.0 **INSURANCE**: The Vendor awarded the Contract shall maintain all necessary insurance for the period during which purchases are made, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. The Vendor must provide Evidence of Insurance in **ATTACHMENT A** that it currently has, and agrees to purchase and maintain, during its performance under this Contract, the following insurance from one or more insurance companies authorized to do business in the State of North Carolina:
 - 1.1. Property Damage The Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.
 - 1.2. Commercial General Liability Vendor shall maintain Commercial General Liability insurance that shall protect the Vendor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for Contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.
 - 1.3. Worker's Compensation The Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance.
 - 1.4. Should any of the above required insurance be cancelled before the expiration, the issuing company will mail thirty (30) days written notice to the School District.
- 2.0 **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.
 - 2.1. 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 school property or at HCS or MCS 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. HCS or MCS reserve the right to prohibit any individual employee of Vendor from providing services on school district property or at any school district events if the school district(s) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others. The Vendor must submit the procedure for complying with **Criminal Background Checks** to meet this requirement in **ATTACHMENT B**.

- 3.0 **RECORDS RETENTION REQUIREMENTS:** By signing this Bid, the Vendor awarded the Contract understands that the School District and it's auditors, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract, for the purpose of audits, examinations, excerpts, and transcriptions.
 - 3.1. The Vendor awarded the Contract must retain all pertinent records identified by source, type, and category for a minimum of three (3) years after the School District makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.
- 4.0 **ADDITIONAL AREAS OF REGULATORY COMPLIANCE:** The Vendor and School District mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
 - 4.1 The Vendor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94–163).
 - 4.2 The Vendor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
 - 4.3 The Vendor shall comply with the following Civil Right Act of 1964 as amended. The Vendor awarded the Contract shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the Vendor's performance of work under this Contract, the Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap. The Vendor shall also comply with other Civil Rights laws as amended including Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
 - 4.4 The Vendor awarded the Contract shall comply with the provisions of the Consumer Product Safety Act.
 - 4.5 The Vendor awarded the Contract must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statute Chapter 14-234.
 - 4.6 Bids that have been certified by the North Carolina Department of Administration as **Historically Underutilized Business (HUB)** Entities are required to indicate their HUB status when responding to the IFB. The Vendor shall submit evidence of HUB Certification in **ATTACHMENT C.**

- 4.7 Submission of **Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying** is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any Vendor who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Certification should be provided in **ATTACHMENT D**.
- 4.8 The Vendor is required to complete, sign and attach the Debarment and Suspension Certification Form after accessing North Carolina Department of Administration website and checking the debarment section at <u>http://www.doa.state.nc.us/PandC/actions.asp</u> The signed form should be included as ATTACHMENT E.
- 4.9 The Vendor shall abide by all applicable Federal and State laws and policies of the State and Local Board of Education when providing services under this Contract.
- 5.0 **DEFAULT:** In the event the School District terminates this Contract, in whole or in part, for cause or default on the part of the Vendor awarded the Contract, the School District reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsive Vendor as it deems such award to be in the best interest of the School District.
 - 5.1 Vendor failure to adhere to any of the provisions of the General Terms and Conditions of this proposal, vendor delivering any product(s) that fail to meet the Item specifications, vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior approval, vendor failure to meet the required delivery schedules, or vendor violation of any other provision contained within the General Terms and Conditions or any Attachment or Addendum(s) thereto which provides for Contract termination as a remedy.
 - 5.2 Neither the School District nor any of its members shall be liable to the Vendor for any damages (including but not limited to, loss of profits or loss of business, or any special, consequential exemplary, or incidental damages) in the event the School District declares the Vendor in default.
 - 5.3 The Vendor shall hold the School District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the Vendor, his agents or employees in the performance of the Contract.

SPECIAL TERMS AND CONDITIONS

6.0 **SCOPE OF WORK:** This Request for Proposal is for the provision of a comprehensive Food Safety and Sanitation Service System to Haywood and Macon County Child Nutrition Kitchens for the months that schools are in operation (10). Summer feeding and year round sites will be handled on an individual basis during the months they are in operation. The Haywood County School District (HCS) is located in Western North Carolina and operates sixteen (16) campuses and a warehouse serving approximately 8,000 students. The Macon County School District (MCS) is also located in Western North Carolina and operates nine (9) campuses and a warehouse serving approximately 4,400 students. School list and calendars attached. The proposed system is to include delivery of all cleaning products needed to maintain consistently superior sanitation in all Child Nutrition areas once a month during the school year. Detailed training on safe working practices and the safe and effective use of cleaning chemicals and supplies, which fully complies with OSHA regulations, must be provided to all HCS and MCS Child Nutrition employees in all school kitchens as a condition of the contract. In addition, all training must be conducted by certified HACCP Trainers. Monitoring of all school kitchens for the HCS and MCS Child Nutrition Directors, along with documentation of all training is also required. The proposed system will offer the

following items:

- Assessment of the current standard operating procedures
- Development of the framework to apply HACCP principals and a flow diagram for each of the potentially hazardous foods to determine where hazards may occur
- Identification of critical control points and consensus on the department's critical limits/standards
- Development of written procedures establishing the specific measurable critical limits
- Development of written procedures for all steps in the HACCP plan
- Preparation of annual staff training calendar with objectives
- Standardization of all sanitation and safety processes and procedures in each kitchen facility and warehouse
- Monthly verification of food safety systems and due diligence documentation
- Comprehensive Hazardous Communications Program
- 7.0 **VENDOR QUALIFICATION**: The Vendor awarded the Contract must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the RFP. Failure or omission of the Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this Contract.
 - 7.1 The Vendor awarded the Contract must have a minimum of three (3) year of experience in the safety and sanitation service business. Vendors shall provide documentation of applicable license, certification, experience, and/or letters of reference as requested.
 - 7.2 The Vendor awarded the Contract must, upon request, provide satisfactory evidence of their ability to furnish products in accordance with the terms and conditions of this RFP. The School District reserves the right to make the final determination as to the Vendor's ability to provide the products requested herein.
 - 7.3 The Vendor's personnel are to present a professional appearance at all times while on school property. Personnel shall be neat, clean, well groomed, properly uniformed with visible personal identification and the vendor's name displayed on their shirts, conduct themselves in a respectable and courteous manner while performing duties at any of the School District facilities.
 - 7.4 The Vendor's personnel are forbidden to consume alcohol, use tobacco, or possess firearms on school property at any time.
 - 7.5 The employment of unauthorized aliens by the Vendor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the Contract.
- 8.0 **SUBMITTALS:** Vendors will propose their solutions to meet the requirements listed within this proposal. The proposal shall include a complete description and product specifications and a list of current public school customers.

Respondents are to attach a syllabus of their Child Nutrition Safety/Sanitation System. It is the vendor's responsibility to provide clear, detailed information about all materials being bid. All services and materials listed must be provided to each school kitchen as part of the proposed service and included in the cost of the contract. At minimum, the syllabus should include:

• A copy of all training materials, including videos, posters, etc. with an explanation of use (training on safe food handling must follow HACCP guidelines and be presented under the direction of a certified HACCP

trainer)

- Copies of report forms, binders, etc. used to document: Service activities; the level of each school kitchen's safety and sanitation performance; and the types and quantities of materials delivered to each site
- A sample master schedule for the school year
- A sample Procedures and Reference Guide
- A list of support materials necessary for the effective use of cleaning chemicals such as dispensing equipment, spray bottles, etc.
- A list of all cleaning chemicals and supplies, with two (2) corresponding samples of each product that would be provided to each site as part of this proposal.
- Vendor must provide a minimum of (3) three written references with contact person and phone number included, from school districts of comparable size where the vendor has the program in use. Each reference must be from a different school district. One (1) of the references must have a self contained septic system, and be labeled or identified as such.
- 9.0 **CONTRACT PERIOD**: The term of this proposal shall be for one (1) year, beginning August 1, 2010 through July 31, 2011.

The proposal may be renewed by each district, by mutual consent of both parties, for four (4) additional one-year periods, adhering to the original proposal terms, conditions and pricing.

- 10.0 **TERMINATION OF AGREEMENT:** The District reserves the right to terminate the agreement upon thirty (30) days written notice to the vendor due to unsatisfactory performance. The District reserves the right to interpret "unsatisfactory performance". The HCS and MCS shall only be liable for payment of services rendered prior to the effective date of termination.
- 11.0 **ASSIGNMENT:** The Vendor, whether under separate contract or not, shall not assign any part or the whole of this proposal or agreement to another party, subcontractor, or company, unless mutually agreed upon by the parties.
- 12.0 **ITEM SUBSTITUTIONS AND CHANGES:** Each item that is delivered must be the approved brand and product quoted in this proposal. Unauthorized substitutions will not be accepted. It is expected that the Vendor will always have adequate supply of product on hand to service this proposal. **An excessive occurrence of out-of-stock items is cause for contract cancellation.**
 - 12.1 If the vendor needs to make a brand change during the term of the contract, thy ay request approval for the change by submitting a petition to Alison Francis, Haywood County Child Nutrition Director, listing the reasons for a change. The HCS and MCS reserve the right to make brand or product changes at any point during the contract for reasons including, but not limited to: poor performance, quality control issues and product complaints.

13.0 **BID REVIEW AND REWARD**

- After the public opening of the proposals, school officials will require at least seven (7) working days for review.
- The school district will award the contract the next regularly scheduled board meeting after the opening.
- All proposals are subject to verification of mathematical extensions. If the errors on math and brands are within the tolerances described in the Request for Proposal, the bottom line will be adjusted, and if the proposal is still low, the proposal disclosure procedures will continue.
- Bid will be awarded based on price, level of service and references.
- The proposal will be awarded in the best interest of the Haywood and Macon County Child Nutrition

Departments and this determination will be made solely by these offices. Should services and/or product not meet the needs of Haywood and Macon County, we reserve the right to break the contract.

- 14.0 **SERVICE SPECIFICATIONS**: The successful vendor will provide a complete Food Safety and Sanitation Service System to each school site in HCS and MCS Districts. Training, on-site monitoring, just-in-time delivery of chemicals/cleaning supplies, and a standardized system of reporting are integral parts of the service required. The service should include, but not be limited to:
 - A set of laminated, color-colored Material Safety Data Sheets on all chemicals and detergents supplied by the successful vendor and used in the kitchens, posted in accordance with OSHA's Hazardous Communication Act. The vendor will ensure all mixing and usage charts and other instructional materials are posted in food service areas.
 - Annual and/or as-needed, back to school training and monthly on-site training with subsequent site monitoring on effective use and inventory control of chemicals and cleaning supplies.
 - Personnel instruction on food safety following industry best practices under the direction of a certified HACCP instructor. To include: Annual or as needed Two (2) day Servsafe Certification training for Managers and Assistant Managers and a Four (4) hour Servsafe course for all employees
 - Annual and/or as needed back to school training and monthly on-site training with subsequent site monitoring on workplace safety.
 - A Procedure and Reference Manual in a washable binder for each site, outlining the safe and effective use of cleaning chemicals and supplies, safe food handling and workplace safety (prior to publishing, the Director of Child Nutrition must approve the procedures).
 - A clean, concise system of reporting by site and collectively, all service calls, training experiences, site observations and cleaning supplies/chemicals delivered to HCS & MCS school kitchens; reporting in an electronic format is preferred.
 - A detailed master schedule showing routine service calls and training experiences planned for each individual school (at minimum, each kitchen is to be serviced monthly during the school year).
 - Service for year round site will be mutually agreed upon by Child Nutrition Director and Vendor at a later date.
 - Timely delivery of cleaning supplies and chemicals to each site in sufficient quantity to enable each kitchen to meet Haywood and Macon Child Nutrition Department's required level of sanitation (see Material Specifications).

15.0 VENDOR SERVICE REQUIREMENTS

- Initial ongoing site-based sanitation and safety in-service training. In-service visits every two weeks during initial training period or as needed and or requested by site manager. Initial training period should be for a period that is not less than one month.
- Computerized service reports after each visit, sent to specified food service supervisor or director. Reports will include date and time spent at each site and a brief description of the training and services provided.
- Computerized summary of any identified areas of concerns/ violations.
- Implementation of complete program to each site will be completed by the first day of the 2010 school year. (HCS by August 19, 2010 & MCS by August 24, 2010) Vendor will provide sufficient service personnel to coordinate complete implementation of program.
- Vendor representative will ensure all necessary Material Safety Data Sheets for all products are posted in each school site in accordance with OSHA's Hazardous Communications Act. Vendor representative will ensure all mixing/usage cards, charts and other instructional materials are posted throughout the food service area. All charts, posters, instructional materials, support materials, bottles, containers, ect. will be in English and Spanish. All Equipment will also be labeled with instructions in the before mentioned languages.
- Vendor will agree to a 48-hour response time to any location with re-supply needs or technical needs. A 1-800 number will be provided for Managers and any additional shipping costs will be incurred by Vendor.
- When there is a change in vendor, the previous vendor will be responsible for removal of all materials, containers, dispensing equipment, etc. with fifteen (15) working days from the last day of the previous contract period.
- 16.0 **MATERIAL SPECIFICATIONS:** The successful vendor must provide and deliver F.O.B. destination, freight prepaid to each site, as a condition of this contract and at no additional cost, cleaning chemicals and supplies in sufficient quantity to meet the levels of sanitation required by the Health Department and the local Child Nutrition Department. Package labeling must exhibit clear dilution and use directions in English and Spanish. Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain, discolor or damage equipment when used at recommended proportions.

HCS and MCS districts each have a school site with self contained septic systems. These sites have been issued permits by the State of North Carolina, Department of Environmental and Natural Resources, Division of Water Quality to operate and discharge wastewater under the National Pollutant Discharge Elimination System. The water system pH levels and other discharge contaminant levels are monitored regularly for compliance to ensure proper balances are maintained. Products used at these sites must comply with our requirements to meet water quality levels as defined by the permit issued. Products shall be non-corrosive, chlorine free, metal safe with low surfactant levels.

Where protocols exist, all cleaners must be certified as Green Seal®, EcoLogo®, or carry the DFE (Design for the Environment, an EPA Partnership Program) label. Proof of certification or labeling must be include in the RFP packet with product descriptions.

At minimum, these chemicals and supplies must include:

<u>Anti-Microbial Liquid Hand Soap</u>*

Product must be an anti-microbial hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers and solvents. Product must prevent excessive swelling of the skin. Must maintain the skin's natural protective acid mantel, which serves to protect it from bacterial or fungal infection. Must be a clear, viscous liquid: density (at 20°C) approximate 1.03 g/cm 5; pH 6 to 8. Must be packaged in ready to use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser. Product will be unscented or lightly scented. Stockhausen-Esterol FH brand or

approved equal.

- <u>All-Purpose Cleaner (for floor cleaning and spray applications)</u> To be used with manual and/or machine cleaning methods. To be low sudsing, easy to rinse detergent. Product o be biodegradable and make a clear, soluble solution which leaves no film or residue and not stain or discolor when used at recommended proportions. Must dilute in hard or soft water. Chemical composition: Concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders; pleasant scent. Must be portion-packed in easy to handle packaging.
- <u>Multi-Purpose Degreaser (for degreasing floors and spray applications)</u> To be used for heavy-duty cleaning, degreasing of floors, Child Nutrition equipment and other difficult-to-clean surfaces. Product to be biodegradable and must dilute in hard or soft water. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Must be portion-packed in easy to handle packaging.
- <u>Concentrated Liquid Pot and Pan Detergent</u> Concentrated liquid blend of high-foaming detergents, solvents and water conditioning agents. Biodegradable. USDA list: Category A-1, requires a potable water rinse following use on food preparation or serving surfaces. Portion control package; each package makes one quart bottle of concentrate or 25 gallons in three-compartment sink.
- <u>Sanitizer (quaternary solution-no chlorine)</u> Concentrated liquid blend of quaternary ammonium compounds. Must be EPA registered. Product to be biodegradable and must dilute in hard or soft water. Provide active quaternary sanitizer equivalent to 50 ppm available chlorine. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Must be portion-packed in easy to handle packaging.
- <u>Germicidal Detergent (for cleaning and disinfecting)</u> Concentrated liquid quaternary ammonium compound or equally effective compound to provide a broad spectrum of effectiveness against a variety of gram positive and gram negative organisms including antibiotic resistant staphylococcus; clean all surfaces including those that are resilient; rid odors by removing odor-forming bacteria; leave no masking or cover-up odor. Must be biodegradable and equal to EPA registration No. 8722-1, USDA list category D-1. Product shall make a clear, soluble solution which will leave no film or residue and shall not stain or discolor when used at recommended proportions.
- <u>Liquid Laundry Detergent</u> The product shall be an industrial strength, pre-measured liquid detergent with builders for enhanced removal of stains and soils. It shall not cause the color of colored laundry to run. When approximately 0.6 grams of the liquid detergent is mixed with 250 milliliters of 300 ppm synthetic hard water, heated to 60°C, cooled, no precipitate shall develop as per federal specification PD 245E; must be in portion-controlled packages labeled with manufacturer name, product brand and instructions for use and any precautionary instructions needed.

Powder Bleach

Designated for use in single use top loader wash machines. It shall be a dry chlorine bleach (1%5% Sodium Dichloroissocyanurate) in pre-measured portion controlled packets. The product should be completely water-soluble. Purex Powder Bleach or approved equal.

Medicated Hand Cream/Lotion*

Product must be only slightly oily, silicone-free skin care lotion, which spreads easily, works well into skin and leaves no residual fat layer. Product must break the dry skin cycle and restore the skin's natural moisturizing properties. Must be suitable for the face and all parts of the body it may contact. Product must be white or clear, silicone-free of the water-in-oil emulsion type. Must be packaged in ready-to-use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser. Stockhausen-Stocko Lotion or approved equal.

<u>Protective Barrier Cream</u>

Product to be USDA approved for use in food service operations. Product to be a water-repellent protective cream for the skin for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Slightly scented or unscented, fatty, silicone-free cream of the water-in-oil emulsion type. Product to be packed in individual portion packets or easy to use tubes. Stockhausen-Stockolan or approved equal.

• Hand Sanitizer

Hand Sanitizer gel must function in a self dispensing container. Must be waterless anti-bacterial gel sanitizer for general purpose use. Must be regulated by the US Food and Drug Administration. Dispensers to be provided by vendor.

Other items to be included, but not limited to:

- Elbow-length pot and pan gloves
- Green scouring pads
- Oven scrapers
- Safety Goggles
- Sanitizer test strips
- Dispensing equipment* (with OSHA compliant labeling and instructions)

*Dispensing equipment for these products must be provided, installed at each hand-washing sink in every school kitchen and maintained as a condition of this contract.

17.0 MATERIALS/ANCILLARY ITEMS VENDOR TO PROVIDE

- Vendor will provide MSD sheets, temperature logs, procedures for cleaning materials, charts, posters and any training materials pertinent to employee training and follow-up.
- Adhesive or method to secure posters etc. at each site must be provided.
- Vendor will provide notebooks, binders and any materials deemed necessary for proper documentation and training for each school site.
- Vendor will provide pac cutters, sanitizer test kits, sanitizer logs, oven scrapers, spray bottles, dispensing equipment, dishwashing gloves and goggles as needed, including re-supply throughout the program.
- Vendor will ensure all bottles, containers; dispensing equipment has OSHA Compliant labeling.
- Vendor will provide Spanish and English training videos, which will include all the facets of the program to be used for continuous training and retraining of staff and new employees. These videos will not replace the personalized training provided by the service personnel.
- Vendor to provide procedure and reference manual covering the mixing, use and application of all materials used in the program. Reference guide to be complete with bilingual usage, application tools and task list.
- Service will also be continued for all sites "opened" for summer school. Service will be continuous for sites that have year-round sessions.

18.0 FOOD SAFETY SYSTEMS

Haywood and Macon County School Districts requests proposals on a comprehensive, custom-designed food safety system with documented, ongoing results. The continuing program should offer ongoing support with HACCP experts at regular intervals to accommodate menu offering changes, menu expansion, etc. In such instances, the Haywood and Macon County Child Nutrition Department will have access to

HACCP professionals for plan changes and on-site site instruction to ensure that the changes are instituted to each site on an ongoing basis.

This comprehensive Sanitation, Safety, and HACCP system should be included in the proposed monthly service fee. All installation, services, materials, delivery and consultation fees are to be included in this price.

19.0 BILLING REQUIREMENTS

- Billing will be done monthly; monthly invoices will be sent to the designated accountant at each School District; invoicing will be processed by figuring the total annual cost divided by ten equal installments.
- Service will also be continued for all sites "opened" for summer school; service will be continuous for sites that have year-round school sessions.
- Costs quoted are to be FOB destination, freight pre-paid to any and all locations in the Districts; quotes should not include city, state, sales or federal excise tax.
- Vendor must provide a minimum of three (3) references (with contact person and phone number included) from school districts where this same program is being used; each reference must be from a different school district.

AWARD CRITERIA

Quality and Convenience of Cleaning Materials	25pts.
Method of dispensing product / packaging	I
• Effectiveness of cleaning product	
Product appropriateness for School Food Service Environment	
Clarity of user instruction, written directions	
Products appropriate for use in Septic Systems	
• Environmental Impact	
HACCP Plan/Reporting	20pts.
Proposal for Standard Operating Procedures	Ĩ
• Staff Training Plan	
Program Verification	
• Field Reports to Director	
Knowledge of Program	15pts.
• Commitment / preparedness for multi-site training and response plan	•
Familiarity with School Food Service Environment	
Knowledge of OSHA Guidelines	
Past Performance (References)	20pts.
Letters of recommendation / length of relationship	ľ
• Number of other school districts using system	
Reliability of Deliveries	
Overall Satisfaction	
Pricing	20pts.
Total Program Cost	

Total Possible Score

100pts.

Sanitation System Proposal #10-11 PROPOSAL FORM

We, the undersigned, agree to provide the services as outlined in the Request for Proposal. Total program to include but not limited to: all services, products, dispensing equipment, employee training, training aids, requested reports and all ancillary items necessary to provide complete food safety and sanitation services program for the Haywood and Macon County Schools.

Complete Proposal, per school site per month \$_____/month

Complete Proposal Haywood County for 16 locations, per month \$_____ Complete Proposal Macon County for 9 locations per month \$_____

Any limitations on quantities provided must be shown on the Deviation Form. Please supply product information below:

1. Anti-Microbial Liquid Hand Soap

Product Name
Packaging
How Dispensed
Dilution Ratio
Portions Per Case

2. All Purpose Cleaner

3. Multi-Purpose Degreaser

4. Concentrated Liquid Pot and Pan Detergent

Product Name	
Packaging	
How Dispensed	
Dilution Ratio	
Portions Per Case	

5. Sanitizer

Product Name	_
Packaging	
How Dispensed	_
Dilution Ratio	_
Portions Per Case	

6. Germicidal Detergent

Product Name	
Packaging	
How Dispensed	
Dilution Ratio	
Portions Per Case	

7. Liquid Laundry Detergent

Product Name	
Packaging	
How Dispensed	
Dilution Ratio	
Portions Per Case	

8. Powder Bleach

roduct Name
ackaging
Iow Dispensed
Dilution Ratio
ortions Per Case

9. Medicated Hand Cream/Lotion

Product Name	
Packaging	
How Dispensed	
Dilution Ratio	
Portions Per Case	

10. Protective Barrier Cream

Product Name	
Packaging	
How Dispensed	
Dilution Ratio	
Portions Per Case	

11.Hand Sanitizer

Product Name	
Packaging	
How Dispensed	
Dilution Ratio	
Portions Per Case	

Company Name

Authorized By (signature)

Authorized By (typed/printed)

E-Mail Address

Address

City, State, Zip Code

Phone Number

Fax Number

ATTACHMENT A

EVIDENCE OF INSURANCE (1.0)

Attach copy, or evidence, of required Property, Liability and Worker's Compensation Insurance.

ATTACHMENT B

CRIMINAL BACKGROUND CHECKS – LUNSFORD ACT COMPLIANCE (2.1)

Provide an explanation of company policy to provide compliance with the above requirement.

ATTACHMENT C HUB Certification (4.6)

Historically Underutilized Business (HUB) Certification

Companies submitting Bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) Entities are encouraged to indicate their HUB status when responding to this IFB.

Yes, I certify that my company has been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB), and I have attached a copy of our HUB certification to this form. Required documentation for recognition as a HUB: Check all that apply:

_____Minority _____Small Business _____Women Owned

Company Name (Print)

Signature of Authorized Representative

No, My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Print)

Signature of Authorized Representative

ATTACHMENT D

Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying (4.7)

The undersigned certifies, to the best of his or her knowledge and belief that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal Contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Print)

Authorized Signature

Date

ATTACHMENT E

CERTIFICATION, DEBARMENT, INELIGIBILITY and VOLUNTARY EXCLUSION (4.8)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

The prospective participant certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state, federal department or agency.

Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

By signing and submitting this form, the prospective Vendor is providing certification they have accessed and verified at the following website: <u>http://www.doa.state.nc.us/PandC/actions.asp</u> that the Vendor is not currently debarred or suspended from conducting business in the state of North Carolina.

Date

IFB #

Vendor List

Richard Renaud/Greg Guice Regional Manager Sanitech Systems 4033 Holden Road Lakeland, Florida 33811 863.709.9876 Office 863.709.0516 Fax

Joey McLaughlin SFSPac Regional Manager PortionPac Chemical Corp 400 N. Ashland Ave. Chicago, IL 60622 Tel: 800-289-7725 ext. 5268 Fax: 312-447-5968

Bruce Johnson Owner Champion Supply 17 Piney Park Rd. Asheville, NC 28806 Tel: 828-225-1075 Fax:828-225-1072