



FOOD SERVICE SANITATION AND SAFETY

RFP21-016

Project Dates: August 1, 2021

**Bids must be received by 10:00 a.m. MST on June 8, 2021
via UP3 Utah Public Procurement Place (SciQuest)**

Prepared by:
Ken Crawford, Director of Support Services

GENERAL INFORMATION

Objective

Ogden City School District (“the District”) is accepting proposals to provide pre-measured and individually packaged food safety and sanitation supplies and related services including HACCP Verification and Training. Supply deliveries shall be made to each school site monthly on a specific day agreed to by the District and vendor. It is anticipated that this Request for Proposals (“RFP”) will result in a contract awarded to one company.

Alternate product(s) offered may be considered, if the alternate product meets or exceeds specifications listed. If an alternate product is being offered, specifications should be included with your bid submission to be considered. The District will determine if the product(s) meet or exceed the specifications.

This RFP is designed to provide interested parties with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data. Respondents are at liberty and are encouraged to expand upon the specifications to evidence service capabilities under any agreement.

The District reserves the right to reject any and all proposals or waive any non-statutory informality. The District further reserves the right to make the contract award deemed by the Ogden City School District’s Board of Education (“the Board”) to be in the best interest of the District. The Board’s decision to accept or reject the contract will be final.

I. District Background

The Ogden City School District has a student enrollment of approximately 11,500 students. The District currently operates fourteen (14) elementary schools, three (3) junior high schools, two (2) high schools and one (1) alternative high school. The District offices are located at 1950 Monroe Boulevard, Ogden, Utah.

II. Scope of Services

The Company will provide pre-measured and individually packaged food safety and sanitation supplies and related services by supplying cleaning/disinfecting detergents in sufficient quantities to maintain proper levels of sanitation, as required by the District and the local health department. In addition to the supplies, this program will include, but is not limited to personnel instruction and documented training, a color-coded system, and a documented routine reporting system for food service management. See Exhibit A for a detailed list of products and/or services required.

III. Eligibility Requirements

Proposals shall include the following:

- a. The Company must be properly licensed to conduct business in the State of Utah.
- b. The Company and their employees are expected to comply with the District’s conduct code while working on District property and around students.
- c. Company personnel performing/providing products and/or services must be certified to include HACCP, ServSafe, and OSHA credentials. (Submit a copy of certifications for

- each person performing/providing products and/or services with the proposal.)
- d. The interested supplier must comply with the following:
- i. Federal Code Title 2 CFR 200.319-326 General Procurement Requirements: (<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7>)
 - ii. Federal Code Title 2 CFR Appendix II to Part 200 contract provisions as required: ([https://www.ecfr.gov/cgi-bin/text-idx?SID=c746e50102c4bccadb5317b32bddaf76&mc=true&node=ap2.1.200 1521.ii&rgn=div9](https://www.ecfr.gov/cgi-bin/text-idx?SID=c746e50102c4bccadb5317b32bddaf76&mc=true&node=ap2.1.200%201521.ii&rgn=div9))
 - iii. Federal Code Title 2 CFR 200.321 contracting with small and minority businesses, women's business enterprises, and labor surplus firms: ([https://www.ecfr.gov/cgi-bin/text-idx?SID=f8a0da44139e6e2d372c61c33be00b3b&mc=true&node=se2.1.200 1321&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=f8a0da44139e6e2d372c61c33be00b3b&mc=true&node=se2.1.200%201321&rgn=div8))

IV. Proposal Response

Each respondent should set forth its most compelling case to provide Food Service Sanitation and Safety based on the scope of services required. All proposals must be organized in the following order (#a-f) and tabbed to comply with the following sections:

- a. Transmittal Letter (two page maximum) - The letter of transmittal should include:
 - i. An introduction of the Company, including name, address, telephone number and email address of primary contact and others authorized to deal with the proposal response.
 - ii. A general statement of interest and what sets your Company apart from other potential respondents.
 - iii. Provide the number of full-time employees.
- b. Company History/Experience (three page maximum) - This section should include:
 - i. A statement regarding how long the Company has been in business and number of years providing services in a K-12 environment.
 - ii. A brief statement of the Company's philosophical approach to Food Service Sanitation and Safety.
 - iii. Detailed information regarding quality assurance and warranties offered.
 - iv. Information regarding response time.
 - v. Details on how the Company proposes to provide satisfactory representation and support to the District.
 - vi. Provide three (3) to five (5) references from the K-12 environment.
- c. Eligibility Requirement Criteria - Complete Exhibit B. If answering "N" or "No" to any question, please provide further explanation for consideration. Submit documents supporting the eligibility requirement criteria, as requested. Submit a copy of Certificate of Insurance and certifications for each person performing/providing products and or services with offer.
- d. Product and/or Service Information (five page maximum) - This section constitutes the major portion of the proposal and must contain at least the following information:
 - i. Provide detailed information on the Company's approach to fulfilling the scope of services described within this Request for Proposals.
 - ii. Any options or alternatives being proposed; clearly disclosing any major requirements included in the scope of services the Company cannot address.
 - iii. Submit a line card identifying which manufacturers the Company is an Authorized Dealer and/or Service Representative for.
 - iv. Any additional information about services the Company provides (i. e. continuing education or online training) as part of the Food Safety and Sanitation Service; or

any other information that would be helpful in determining the Company's ability to perform under this contract.

- e. Protected/Proprietary Information - Ogden City School District, as a state governmental entity, is subject to the requirements of the Government Records and Access Management Act (GRAMA). Utah Code Ann. §63G-2-309 provides that the Ogden City School District may classify information in your proposal as "protected" if you provide the Ogden City School District with a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality, and the request meets the parameters set forth in 63G-2.

If you are claiming business confidentiality, please provide the Ogden City School District with a determination of what, if any, information in the proposal warrants business confidentiality and a concise statement of reasons supporting the claim of business confidentiality for that information by submitting the Claim of Business Confidentiality Form, a redacted copy, and an electronic copy of the redacted proposal. A claim of business confidentiality for information contained within your proposal may be based upon:

- i. "trade secrets", which are statutorily defined as "information, including a formula, pattern, compilation, program, device, method, technique, or process, that (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy", or
 - ii. commercial information if the disclosure of the information could reasonably be expected to result in unfair competitive injury to your company and your company has a greater interest in prohibiting access than the public in obtaining access.
- f. Fee Proposal - One (1) page maximum and **Submitted Separately**.
 - i. The District is interested in a Fee for Services arrangement under this agreement. All respondents must include a fee for services proposal.
 - ii. Fee proposals should enumerate any costs the District can expect to be charged and specify the types of services that would generate any additional charges.
 - iii. Respondents are welcome to submit alternative fee proposals for consideration.

IV. Evaluation Criteria

The process of award will be by committee. The committee will base their evaluation on the evaluation rubric below. The proposals will be analyzed and respondents may be requested to meet with the committee of District officials for an oral presentation. Proposals, however, may be accepted without oral presentations and the District reserves the right to accept or reject any proposal. It is also the right of the District to waive any formality or technicality if determined to be in the best interest of the school district.

V. Evaluation Rubric

- a. 20% - Transmittal letter, overall qualifications, experience, and references.
- b. 10% - Eligibility requirement criteria.
- c. 40% - Perception of Company's ability to accomplish the scope of services.
- d. 30% - Fee proposal.

Award shall be made to the respondent deemed most capable of accomplishing the scope of services required, taking into account the proposals and evaluation factors here outlined.

VI. Terms of Agreement

The contract resulting from this RFP shall result in a one (1) year contract with the option to renew for four (4) additional one (1) year contract periods. Tentative date for formal approval by the Ogden School Board is June 10, 2021. The effective date of the contract will be August 1, 2021. Annual renewal is contingent upon the District's satisfaction with the services provided and overall performance of the firm.

VII. Submitting Proposals

- a. Request for Proposals shall be posted online at SciQuest <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>
- b. An electronic copy must be submitted through this same website on SciQuest and must be received by 10:00 a.m. MST on June 8, 2021. Proposals must be submitted in two separate parts. Part one (1) is the technical proposal and part two (2) is the cost proposal. The cost proposal must be submitted as a separate attachment. If the cost proposal is not submitted separately, then the submission will be deemed not responsive and will not be scored.
- c. All information requested must be completed including a detailed scope of work, claim of business confidentiality (if applicable), standard terms and conditions, and must be submitted electronically by the date mentioned above. Proposals received after that will be deemed non-responsive.

V. Tentative Timeline (subject to modification)

- a. Request for Proposal posted: May 27, 2021
- b. Deadline for questions: June 4, 2021 12:00 p.m.
- c. RFP response deadline: June 8, 2021 10:00 a.m.
- d. Proposal evaluation: June 8, 2021
- e. School Board action: June 17, 2021
- f. Contract effective date: August 1, 2021

VI. Questions and Contact Information

All questions should be directed to Ken Crawford and be received before June 4, 2021 at 12:00 p.m. Questions must be submitted electronically via SciQuest.

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

Contact with any other District employee or School Board Member during the tentative timeline period may be grounds for disqualification.

EXHIBIT A
Scope of Service

Vendor shall provide a complete Food Service Sanitation System including:

- Personnel instruction and documented training
- Color coded Safety Data Sheets (SDS)
- Mixing and use posters
- Management and inventory control system for all materials provided
- Documented routine training to each individual school (each school is to be serviced every month)
- Training materials
- Training outlines
- Copies of all cafeteria use forms
- Documentation reports and copies of proposed control forms.
- Reports for management use

Vendor Service Requirements:

- Ongoing site-based sanitation and safety in-service training. In-service visits each month or as needed and/or requested by the site manager.
- Computerized service reports after each visit, sent to specified food service supervisor or director. Reports shall include date and time spent at each site and a brief description of the training and services provided.
- Site visit reports to the District sorted by Area Supervisor assignments.
- Implementation of the program to each school site shall be completed annually prior to May 31st. The vendor shall provide sufficient service personnel to coordinate complete implementation of the program. For certain selected sites, program services shall be extended through the summer months.
- Direct delivery of cleaning items and training materials to each school site.
- Vendor's representative shall 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's representative shall ensure all mixing/usage cards, charts and other instructional materials are posted throughout the food service area.
- Vendor's representative MUST be certified to reach both National Restaurant Association ServSafe Manager and Employee programs. Vendor must submit a copy of certification.
- All charts, posters, instructional materials, support materials, bottles, containers, etc. shall be in English and Spanish. All equipment shall also be labeled with instructions in the before-mentioned languages.
- Vendor agrees to 24-hour response time to any location with re-supply needs or technical needs.
- Vendor shall conduct an annual Gap Analysis Review of the District's HACCP procedures. This should identify gaps between national standards and existing procedures. After this process, the vendor will make recommendations to the District for updating HACCP procedures.
- Vendor shall have, as an integral part of the program, an inventory management system which shall maintain inventory supplies of all needed materials delivered to site without need of additional purchase orders, requisitions, or receiving tickets by the District.

Hours for Service:

Normally service will be required between the hours of 6:30 a.m. and 2:00 p.m. Monday through Friday. If necessary the District may request that training be done prior to 10:00 a.m. or after 2:00 p.m. Service on dish washing will be required quarterly. **Service shall be continued for select sites “opened” for summer food service programs.**

Material Specifications

- Manual Cleaning - Vendor shall provide the appropriate quantities of the various measured concentrated liquid detergents, low foaming detergent, and sanitizer. Also, powdered stain remover needed for the program. These are to be readily available for individual distribution and easily opened for use. Package labeling must exhibit clear dilution and use directions in English and Spanish. Respondents to the proposal shall specify proportions to be mixed with water under normal usage. Detergents must dilute instantly in hot or cold, hard or soft water. Products shall make a solution that leaves no film, or residue, and shall not stain or discolor equipment when used at recommended proportions.
- Hand Care - Vendor must provide to all schools, at no additional cost, a total hand cream program to include: USDA approved hand soap, medicated barrier cream, wall charts indicating proper hand washing procedure and dispensing equipment.
- Warewashing - Vendor shall provide a total mechanical dish machine chemical program including delimiting agents, wall charts and technical bulletins, and appropriate MSDS sheets. Site based training on equipment, proper operation and maintenance of the dish machine to include proper racking, delimiting, appropriate workflow, sanitary loading and unloading and maintenance check points shall be included in the program. Chemical dispensing equipment shall be loaned to the District at no charge. Service calls shall be performed every month during the school year. A comprehensive service checklist shall be performed on each visit and submitted as part of the service report. The checklist shall include a survey of both mechanics and procedures of the dish room. Vendor shall notify management of any deficiencies in sanitation.

Cleaner and Detergent Product Specifications - Vendor shall provide the following products as specified below:

- All Purpose Cleaner (for floor cleaning and spray applications) - To be used with manual and or machine cleaning methods. Biodegradable, low sudsing, and easy to rinse detergent. Product shall make a clear, soluble solution that leaves no film or residue and shall not stain or discolor when used in recommended proportions. Must dilute in hard or soft water. Chemical composition: concentrated liquid blend of organic detergent, solvents, water conditioners and alkaline builders; pleasant scent; approximate pH: $9.8 \pm .3$ in solution. Must be portion packed in easy to handle packaging.
- Multi-purpose Degreaser (for degreasing floors and spray applications) - To be used for heavy duty cleaning, degreasing of floors, food service equipment and other difficult to clear surfaces. Biodegradable and must dilute in hard or soft water. Chemical composition: blend of mixed liquid quaternary ammonium chlorides; approximate pH: $7.2 \pm .3$ in solution. Must be portion packed in easy to handle packaging,
- Concentrated Liquid Pot and Pan Detergent - Concentrated liquid blend of high-foaming detergents, solvents and water conditioning agents. Biodegradable and must dilute in

hard or soft water. Includes active quaternary sanitizer equivalent to 50 ppm available chlorine. Chemical composition: blend of mixed liquid quaternary ammonium chlorides; approximate pH 7.2 ± .4 in solution. Must be portion packed in easy to handle packaging.

- Low Foaming Pot and Pan Detergent - Low foaming compound for medium, soft or hard water that shall cut grease and clean pots and pans. A pre-measured liquid compound is required. The compound should not cause irritation to hands. Product shall demonstrate excellent grease cutting ability, removal of excess cooked on foods and have sustaining sudsing ability. Pleasant fragrance. Must be portion packed in easy to handle packaging.
- pH Neutral Germicidal Detergent (for cleaning and disinfecting) - To be 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. Cleans all surfaces including those that are resilient; rids odors by removing odor forming bacteria; leaves no masking or cover up odor. Product shall make a clear, soluble solution that shall leave no film or residue and shall not stain or discolor when used at recommended proportions. Must be portion packed in easy to handle packaging.
- Bio Cleaner - For eliminating the daily accumulation of organic waste. Must be portion packed in an easy to handle packaging.
- Sanitizer - For sanitizing pots, pans, utensils, fixed equipment, food contact surfaces, and wiping clothes. Must be portion packed in easy to handle packaging.

Hand Care Products and Materials Specifications

- Antimicrobial Liquid Hand Soap - Product must be a 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 mantle, which serves to protect it from bacterial or fungal infection. Must be clear viscous liquid, pH 5 to 8. Must comply with all current FDA regulations for cosmetic and/or over the counter drug products. Must be packaged in ready-to-use containers that are used in conjunction with a dispenser. Vendor shall provide the dispenser. Product shall be unscented or lightly scented.
- Medicated Hand 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. Products 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 which is provided by the vendor.
- Protective Barrier Cream - Product to be a water repellent protective cream for the skin for use against aqueous media such as cleaning and disinfecting agents, acids, alkalis and water mixed oils. Slightly or unscented, fatty, silicon-free cream of the water-in-oil emulsion type. Product to be packed in individual portion packets or easy to use tubes.

Warewash Cleaning Product and Material Specifications

- High Temp Dish Detergent - ALUMINUM SAFE METAL CLEANING DETERGENT. Especially formulated for commercial food service operations to emulsify heavily soiled dishes. Vendor must provide a closed loop bottling system.

- Low Temp Dish Detergent - ALUMINUM SAFE METAL CLEANING DETERGENT. Especially formulated for commercial food service operations to emulsify heavily soiled dishes. Vendor must provide a closed loop bottling system.
- High Temp Rinse Additive for use in Rinse Injections - Reduces surface tension causing water droplets to form a continuous water film that sheets off leaving a spot and streak free surface. Product must include sanitizer. Vendor must provide a closed loop bottling system.
- Lime Scale Remover - Removes lime, food film, and scale from stainless steel, aluminum, ceramic, glass and plastic surfaces and equipment in food processing operations. This product must also be able to be used outside the dish machine. Vendor must provide bottles for this purpose.
- Rinse Additive - To be used with high and low temp dish machines. Additive allows dishes and trays to dry faster and eliminate potential bacteria buildup from storing wet dishes or towels drying.
- Elbow-length pot and pan gloves.
- Flexible gloves appropriate to wear when cleaning.
- Oven scrapers.
- Goggles.
- Sanitizer test kits.
- Dispensing equipment with OSHA compliant labeling and instructions.

Materials and Ancillary Items Provided by Vendor

- Vendor shall provide SDS sheets, 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 shall provide notebooks, binders and any materials deemed necessary for proper documentation and training for each school site.
- Vendor shall ensure that all bottles, containers, and dispensing equipment have OSHA compliant labeling.
- Vendor shall provide English and Spanish training videos, which shall include all the facets of the program, to the Child Nutrition Department to be used for continuous training and retraining of staff and new employees. These videos shall not replace the personalized training provided by the service personnel.
- The amount of support materials for each site shall be mutually agreed upon before the start of the service program.
- Vendor shall provide procedure and reference manuals covering the mixing, use, and application of all materials used in the program. The reference manuals shall be complete with bilingual usage, application tools, and task lists.
- Vendor shall provide, after the implementation period, a detailed schedule of all service call times and dates for each site for the duration of the school year and the summer lunch program.

EXHIBIT B
Eligibility Requirement Criteria

Company Name:

Authorized Representative:

Instructions: The following are mandatory minimum Eligibility Requirement Criteria. The Company must answer each question. If answering "N" or "No" to any question, please provide further explanation for consideration. Submit documents supporting each of the eligibility requirement criteria, as requested.

Eligibility Requirement Criteria	Y/Yes or N/No
<p>Business License The interested supplier is properly licensed to conduct business in the State of Utah.</p>	
<p>Insurance Requirements The awarded company <u>must</u> be able to supply proof of and maintain the following insurance throughout the period of performance determined in the contract.: Workers Compensation insurance and employee liability insurance for any employees of the company performing services under the contract. (minimum liability insurance \$1,000,000 umbrella); Automobile liability insurance not less than \$100,000 per person \$300,000 per accident on bodily injury and not less than \$25,000 per accident for property damage. If it is a claims-made policy, a three year tail with limits of \$1,000,000 for any one accident or loss has to be in place. Contractor shall require any subcontractors to provide and maintain insurance as required above. <i>Submit a copy of certificate of insurance with the proposal.</i></p>	
<p>Conduct Requirements The successful company and their employees are expected to comply with the District's Code of Conduct while working on District property and around students.</p>	
<p>Licensing/Certification Requirements Company personnel performing/providing products and/or services must be certified to include HACCP, ServSafe, and OSHA credentials. <i>Submit a copy of certifications for each person performing/providing products and/or services with the proposal.</i></p>	
<p>Federal Requirements The interested supplier complies with:</p> <ul style="list-style-type: none"> a. Federal Code Title 2 CFR 200.318-326 General Procurement Requirements b. Federal Code Title 2 CFR Appendix II to Part 200 contract provisions as required c. Federal Code Title 2 CFR 200.321 contracting with small and minority businesses, women's business enterprises, and labor surplus firms 	
<p>Contract Terms and Conditions (see Exhibit E) The interested supplier accepts the Ogden City School District Standard Terms and Conditions without exception.</p>	

Services and/or Products:	Y/Yes or N/No
<p>Is the company able to provide the following MONTHLY services?</p> <p>Perform inventory and maintain all supplies in all sites.</p>	

Perform HACCP verification checks.	
Provide reports after each site visit including date, service time spent, a brief description of the training/service provided.	
Extend all services to all sites open for summer feeding at a prorated cost per school.	
Perform preventative maintenance review on dispensing equipment and ware washing.	

Services and/or Products: Is the company able to provide the following ANNUAL services?	Y/Yes or N/No
Provide training based on HACCP principles.	
Provide training on new products/materials.	
Perform Hazardous Materials Audit at each site to assess potential liability.	

Services and/or Products: Is the company able to provide the following BI-ANNUAL services?	Y/Yes or N/No
Provide ServSafe training and certification for employees. <i>Trainers must have HACCP, ServSafe, and OSHA credentials. This training is to be included in the price of the products.</i>	

Services and/or Products: Is the company able to provide the following AS NEEDED services?	Y/Yes or N/No
Provide and restock cleaning detergents that are biodegradable, butyl free, acid free, and phosphate free. Products must not contain any carcinogens, asthmagens or mutagens; must be food grade; natural dyes in compliance with Green Seal GS-27 and GS-53 standards; be EPA registered; and meet USDA A1 rating requirements. Detergents must dilute instantly in hot or cold water and leave no film, residue or staining of equipment. DfE approved preferred.	
Provide OSHA compliant labeling and color-coded spray bottles, buckets, charts, and instruction sheets, along with ancillary support items such as oven scrapers, pac cutters, goggles, and personal protective equipment as needed. Recycled and environmentally friendly supplies and products are preferred.	
Provide color-coded Material SAFETY Data Sheets (MSDS) in English and Spanish and a complete procedure and reference guide on posted wall instruction charts in accordance with OSHA's Hazardous Communications Act. Must monitor and update guides at each site.	
Provide sanitizer test kits, quaternary, and chlorine.	
Provide detergents that are a closed-loop system for dish washing machines.	
Provide a complete hand care program containing an antimicrobial hand soap, hand cream, and all dispensers. Soap must meet USDA E2 rating requirements and be NSF registered. Hand cream must be a water-repellent protective cream, perfume free, fatty, silicone free cream.	
Provide pre-measured portion-controlled packaging in a "Rule of One" mixing (one per bottle, sink, or bucket).	
Provide 24 hour response time for inventory replacement or assistance.	
Provide monthly site-based training on procedures, cleaning detergents, and safety.	
Provide that all germicidal detergents are EPA registered quaternary ammonium compounds	

with a broad spectrum of effectiveness against a variety of gram-positive and gram-negative microorganisms, including SARS-CoV-2, HIV-1, MRSA, and Influenza A. Must meet USDA D2 rating requirements.	
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EXHIBIT C
School Site Directory

School	Location
Early Childhood Education PreSchool	1950 Monroe Boulevard, Bldg 7
Bonneville Elementary	490 Gramercy Avenue
East Ridge Elementary (Formerly Horace Mann)	1300 Ninth Street
Gramercy / T O Smith Elementary	1270 Gramercy Avenue
Heritage Elementary	373 South 150 West
Hillcrest Elementary	130 North Eccles Avenue
Lincoln Elementary	550 Canfield Drive
James Madison Elementary	2563 Monroe Boulevard
New Bridge Elementary	2150 Jefferson Boulevard
Odyssey Elementary	375 Goddard Street
Polk Elementary	2615 Polk Avenue
Shadow Valley Elementary	4911 South 1500 East
Taylor Canyon Elementary	2130 Taylor Avenue
Wasatch Elementary	3370 Polk Avenue
Highland Junior High	325 Gramercy Avenue
Mound Fort Junior High	1400 Mound Fort Drive
Mount Ogden Junior High	3260 Harrison Boulevard
Ben Lomond High	1080 Ninth Street
Ogden High	2828 Harrison Boulevard

EXHIBIT D
Price Sheet

Company Name:

Authorized Representative:

Explanation: This program will include, but is not limited to, on-site kitchen training (personnel instruction); documented reporting of training; color coded system; sanitation and safety training; company certification in HACCP, USDA, OSHA, and ServSafe; ServSafe certification and recertification of District employees; and supplies and materials for each school site and the Child Nutrition office.

Services and/or Products	Fee For Service	Per (School/Month/Year)
Fee for service will include those items identified on Exhibit A - Scope of Service, Exhibit B - Eligibility Requirement Criteria, and Exhibit C - School Site Directory		

Additional charges (if applicable)	Fee For Service	Per (Hour/Other)
Description:		

EXHIBIT E
Standard Terms and Conditions

This Standard Contract Terms and Conditions (“contract”) is entered into this _____ day of June, 2021, by and between the Ogden City School District (“DISTRICT”) and _____ (“CONTRACTOR”). For the purposes of this contract DISTRICT and CONTRACTOR may be referred to collectively by the term “parties”.

The CONTRACTOR agrees to perform services and/or provide materials set forth in RFP21-016 Food Service Sanitation and Safety. CONTRACTOR shall not commence with the performance of services until such time as DISTRICT notifies CONTRACTOR to proceed.

This contract shall have a term of one (1) year commencing on August 1, 2021, and concluding on July 31, 2022, with the option to extend an additional four (4) years.

Fees for services and/or materials will be based on the cost proposal submitted by CONTRACTOR as part of the bid process for RFP21-016. A copy of the cost proposal shall be attached to and become a part of this contract.

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in Utah Code § 63G - 6a Utah Procurement Code; as amended, Utah Administrative Code R33, Administrative Services, Purchasing and General Services, and/or Ogden City School District’s Purchasing and Procurement Policy; and related statutes which govern DISTRICT’S purchase of good and services.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, & VENUE:** Provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this contract or breach thereof. Venue shall be in Ogden City, in the Judicial Court for Weber County.
3. **LAWS AND REGULATIONS:** CONTRACTOR and any and all supplies, services and equipment furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for payments made to CONTRACTOR for costs authorized by this contract. These records shall be retained by CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. CONTRACTOR agrees to allow DISTRICT, State, and Federal auditors and DISTRICT staff, access to all records to this contract for audit, inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”:** The Status Verification System, also referred to as “E-Verify”, only applies to

contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids or to the Multiple State Bids.

5.1. Status Verification System

- 5.1.1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named CONTRACTOR has registered and is participating in the Status Verification System to verify the work eligibility status of the CONTRACTOR'S new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA § 63G-12-302.
- 5.1.2. CONTRACTOR shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA § 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- 5.1.3. DISTRICT will not consider a proposal for award, nor make any award where there has not been compliance with this section.
- 5.1.4. Manually or electronically signing the Proposal is deemed CONTRACTOR'S certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA § 63G-12-302.

5.2. Indemnity Clause for Status Verification System

- 5.2.1. CONTRACTOR (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, DISTRICT and its officers, employees, agents, representatives and any one the DISTRICT may be liable to, against any claim, damages or liability arising out of or resulting from violations of Section 5 of this Contract whether violated by employees, agents, or contractors of the following; (a) CONTRACTOR; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the CONTRACTOR or Subcontractor may be liable.
- 5.2.2. Notwithstanding Section 5.2.1 above, Design Professionals or Designers under direct contract with DISTRICT shall only be required to indemnify DISTRICT for a liability claim that arises out of the Design Professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the Design Professional shall be required to indemnify the DISTRICT in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the DISTRICT, unless disclosure has been made in accordance with U. C. A. § 67-18.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind DISTRICT to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for DISTRICT, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to CONTRACTOR by DISTRICT. CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from DISTRICT for these contract services. Persons employed by DISTRICT and acting under the direction of the DISTRICT shall not be deemed to be employees or agents of CONTRACTOR.
8. **INDEMNITY CLAUSE:** CONTRACTOR agrees to indemnify, save harmless, and release DISTRICT, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from DISTRICT'S sole negligence. The parties agree that if there are any Limitations of CONTRACTOR'S Liability, including a limitation of liability for anyone for whom CONTRACTOR is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, CONTRACTOR agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** CONTRACTOR certifies that neither it nor its principals are presently nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If CONTRACTOR cannot certify this statement, attach a written explanation for review by the DISTRICT. CONTRACTOR must notify the District Director of Purchasing within 30 days if debarred by any governmental entity during the contract period.

- 13. TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, for cause by either party, in advance of the specified termination date, upon written notice being given the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to the date of termination.
- 14. NON-APPROPRIATION OF FUNDS:** CONTRACTOR acknowledges that the DISTRICT cannot contract for the payment of funds not yet appropriated by the Utah State Legislature, Utah State Board of Education or District Board of Education (BOARD). If the DISTRICT becomes subjected to a legislative change, revocation of statutory authority, lack of appropriated funds or availability of funds which would render CONTRACTOR'S delivery or performance under the contract impossible, or unnecessary, this contract will be terminated, either in whole or in part. If funding to DISTRICT is reduced due to an order by the Legislature or Governor, or is required by State Law, or if federal funding (when applicable) is not provided, or required any return or "give-back" of funds required for DISTRICT to continue payments, or if the BOARD mandates any cuts or holdbacks in spending, DISTRICT may terminate this contract or proportionately reduce the services and purchases of obligations and the amount due from the DISTRICT upon 30 days written notice. Where funding is controlled entirely by DISTRICT, before discontinuing funding, DISTRICT, at its discretion, will make efforts to; a) identify other goods/services that perform substantially the same functions; b) identify if any funding is available through a reallocation or reprogramming of other appropriated or non-appropriated funds, and c) make its best efforts to request and secure such funds from the appropriate entities (collectively, a "Non-Appropriation"). If a Non-Appropriation occurs, DISTRICT shall remit all amounts due to CONTRACTOR through the date of termination. DISTRICT shall not be in default under this contract for nonpayment and will not be liable for any future commitments, penalties, or liquidated damages.
- 15. SALES TAX EXEMPTION:** DISTRICT's sales and use tax exemption number is 12057251-002-STC. The tangible personal property or services being purchased are being paid from DISTRICT funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of DISTRICT, unless otherwise stated in the contract.
- 16. WARRANTY (This paragraph is NOT applicable to architect, engineering, and construction service providers.)** CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to DISTRICT under this contract for a period of one (1) year,

unless otherwise specified and mutually agreed upon elsewhere in this contract. CONTRACTOR acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, CONTRACTOR warrants that: 1) the product will do what the salesperson said it would do; 2) the product will live up to all specific claims that the manufacturer makes in their advertisements; 3) the product will be suitable for the ordinary purposes for which such product is used; 4) the product will be suitable for any special purposes that DISTRICT has relied on CONTRACTOR'S skill or judgment to consider when it advised DISTRICT about the product; 5) the product has been properly designed and manufactured; and 6) the product is free of significant defects or unusual problems about which DISTRICT has not been warned. Remedies available to DISTRICT include the following: CONTRACTOR will repair or replace (at no charge to DISTRICT) the product whose nonconformance is discovered and made known to CONTRACTOR in writing. If the repair and/or replaced product proves to be inadequate, or fails of its essential purpose, CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies DISTRICT may otherwise have under this contract.

17. **INSURANCE:** CONTRACTOR must carry insurance with policy limits no less than \$1,000,000 per incident and \$3,000,000 in aggregate. CONTRACTOR must provide proof of insurance to DISTRICT and must add DISTRICT as an additional insurance with notice of cancellation.
18. **PUBLIC INFORMATION:** CONTRACTOR agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. CONTRACTOR gives DISTRICT express permission to make copies of the contract, related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except as for sections identified in writing and expressly approved by DISTRICT'S Purchasing Department, CONTRACTOR also agrees that CONTRACTOR'S response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. Permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information or similar notation.
19. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F. O. B. destination with all transportation and handling charges paid by CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to DISTRICT except as to latent defects, fraud and CONTRACTOR'S warranty obligations.
20. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. CONTRACTOR will promptly submit invoices (within 30 days of shipment or delivery of services) to DISTRICT. DISTRICT contract number and/or release number shall be listed on all invoices, freight tickets, and correspondence relating to the contract orders. Prices paid by DISTRICT will be those prices listed in the contract. DISTRICT has the right to adjust or return any invoices reflecting incorrect pricing or upon which DISTRICT contract number and/or release number is not listed.

21. **PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. CONTRACTOR shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with DISTRICT Purchasing or Travel Card (major credit card); and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.
22. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received whichever is later. After 60 days from the date a correct invoice is received by the appropriate DISTRICT official, CONTRACTOR may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus 2%, computed similarly as the requirements of U.C.A. § 15-6-3. The IRS rate is adjusted quarterly, and is applied on a per annual basis, on the invoice amount that is overdue. All payments to CONTRACTOR will be remitted by mail, electronic funds transfer, or DISTRICT Purchasing Card (major credit card).
23. **PATENTS, COPYRIGHTS, ETC.:** CONTRACTOR will release indemnity and hold DISTRICT, its officers, agents and employees harmless from liability of any kind or nature, including CONTRACTOR'S use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention or appliance furnished or used in the performance of this contract.
24. **ASSIGNMENT/SUBCONTRACT:** CONTRACTOR will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of DISTRICT.
25. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for DISTRICT to declare CONTRACTOR in default of this contract: 1) nonperformance of contractual requirements; 2) material breach of any term or condition of this contract. DISTRICT will issue a written notice of default providing a ten (10) day period in which CONTRACTOR will have an opportunity to cure. Time allowed for cure will not diminish or eliminate CONTRACTOR'S liability for damages. If the default remains, after CONTRACTOR has been provided the opportunity to cure, DISTRICT may do one or more of the following: 1) exercise any remedy provided by law; 2) terminate this contract and any related contracts or portions thereof; 3) impose liquidated damages, if liquidated damages are listed in the contract; 4) suspend CONTRACTOR from receiving future solicitations.
26. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. DISTRICT may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
27. **PROCUREMENT ETHICS:** CONTRACTOR understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the DISTRICT is violating the law if the person gives or offers to give any compensation, gratuity,

contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the DISTRICT, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization. (U.C.A. § 63G-6a-2304.5).

- 28. **CONFLICT OF TERMS:** CONTRACTOR Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on CONTRACTOR'S website, terms listed in a CONTRACTOR quotation/sales order, etc. In the event of any conflict in the contract Terms and Conditions, the order of precedence shall be: 1) Attachment a: District Standard Contract Terms and Conditions; 2) District Contract Signature page(s); 3) District Special Terms and Conditions; 4) Contractor Terms and Conditions.
- 29. **ENTIRE AGREEMENT:** This agreement, including all Attachments and documents incorporated hereunder, and the related DISTRICT solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on CONTRACTOR'S work plans, cost estimate forms, receiving tickets, or any other related standard forms or documents that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initiated by a representative of DISTRICT. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

By signing below, you agree to the above listed terms and conditions.

Signature of Vendor Representative

Date

Title

Signature of Ogden City School District Representative

Date

Title