

**IRVING INDEPENDENT SCHOOL DISTRICT**

PURCHASING DEPARTMENT  
 2621 West Airport Freeway IRVING, TX 75062  
 PHONE: (972) 215-5440 FAX: (972) 215-5442

DATE April 27, 2006

SEALED BID

PROPOSAL **06-48 Kitchen Sanitation System**

This is NOT AN ORDER. It is an invitation to bid or propose.

Company Name: \_\_\_\_\_

PRICE F.O.B. \_\_\_\_\_ Delivery \_\_\_\_\_

Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please RESPOND on the following not later than **2:45 PM May 11, 2006** (PRICES MUST BE EXTENDED)

| ITEM | QTY | ARTICLES AND DESCRIPTION   | UNIT PRICE | AMOUNT |
|------|-----|--|------------|--------|
|      |     | <p>Kitchen Sanitation System as per attached specifications. References to "bid" in the General Bid Information section should be understood to be "proposal". This is an RFP.</p> <p>Specifying brand names is not meant to limit competition. The named brands are known to meet the requirements and bidding an alternate must provide the same capability for the intended use. Provide brochures and/or specifications with brand and item numbers bid and detail any variations from the specifications.</p> <p><b>SUBMIT TWO COPIES OF THE PROPOSAL.</b></p> <p>Mark sealed envelope "<b>RFP #06-48 Kitchen Sanitation System opening 2:45 PM May 11, 2006</b>" and deliver to the Purchasing Office address on this form or mail to:</p> <p style="text-align: center;">Charles Norwood, Director of Purchasing<br/>                     Irving ISD<br/>                     P.O. Box 152637<br/>                     Irving, TX 75015-2637</p> <p>In determining the award of contracts, the District may consider factors in accordance with Section 44.031(b) Texas Education Code.</p> <p>The District reserves the right to reject any or all bids or proposals, waive any informalities, and award a contract in the best interest of the District. Bids or proposals must be valid for at least 90 days and the District reserves the right to accept a second vendor, without re-bidding or re-advertising, if the first selected vendor fails to deliver.</p> |            |        |

**NOTE—Use this form.** If necessary to go into details, attach a letter. The right is reserved to accept or reject quotations on each item separately or as a whole.

IRVING INDEPENDENT SCHOOL DISTRICT

By: 

Charles Norwood, Director of Purchasing

DELIVERY DATE \_\_\_\_\_

TERMS \_\_\_\_\_

(Signed) \_\_\_\_\_

Printed Name \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Texas Education Code Section 44.034. Notification of Criminal History of Contractor.

- a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.  
Vendor response (initial): negative \_\_\_\_\_ or see attached information \_\_\_\_\_
- b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.
- c) This section does not apply to a publicly held corporation. Initial if (c) applies \_\_\_\_\_

**Signature below certifies to all three sections above.**

|                  |       |
|------------------|-------|
| Signature        | _____ |
| Printed Name     | _____ |
| Company Name     | _____ |
| Telephone Number | _____ |

**EPCNT:**

Approximately 37 school districts in the area have formed, through an interlocal agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). Should any of these entities decide to participate in this bid, would you (the vendor) agree that all terms, conditions and specifications apply?

\_\_\_\_\_NO \_\_\_\_\_Yes with pricing valid until \_\_\_\_\_.

If vendor checks yes, the following will apply:

Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than the Irving ISD will be billed directly to that entity and paid by that entity. Irving ISD will not be responsible for another entity's debts. Each governmental entity will order their own materials/services as needed.

**CONFLICT OF INTEREST:**

IMPORTANT NOTICE: Effective January 1, 2006, Section 176.006, Local Government Code requires that persons or agents who contract or seek to contract for the sale or purchase of property, goods, or services with a local government entity shall file a completed conflict of interest questionnaire (Form CIQ) if they have a personal affiliation or business relationship that might cause a conflict of interest.

Failure to identify a potential conflict of interest is a misdemeanor offense. See the district website, [www.irvingisd.net/purchasing](http://www.irvingisd.net/purchasing), for a copy of Section 176 and the required form.

## U.S. Department of Agriculture

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 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 Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) 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 proposal.

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Organization Name

PR/ Award Number or Project Name

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Name and Title of Authorized Representative

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Signature

Date

#### **Instructions For Suspension/Debarment Certification Statement**

1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.
2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/ debarred persons.

## Certification Regarding Lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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

- (1) 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Name/ Address of Organization

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Name/Title of Submitting Official

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Signature

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Date

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See next page for public burden disclosure.)

Approved by OMB  
0348-0046

|  |  |   |  |  |  |
|--|--|---|--|--|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan gurarantee<br><input type="checkbox"/> f. loan insurance   |  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid / offer / application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award   |  | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br>For Material Change Only:<br>year _____ quarter ____<br>date of last report _____ |  |
| <b>4. Name and Address of Reporting Entity:</b><br><br><input type="checkbox"/> Prime<br><input type="checkbox"/> Subawardee<br>Tier _____, if known:  |  |   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, if known:  |  |  |
| <b>6. Federal Department / Agency:</b>   |  |   | <b>7. Federal Program Name / Description:</b><br><br>CFDA Number, if applicable: _____   |  |  |
| <b>8. Federal Action Number, if known:</b>   |  |   | <b>9. Award Amount, if known:</b><br>\$ _____  |  |  |
| <b>10. a. Name and Address of Lobbying Entity</b><br>(if individual, last name, first name, MI):<br><br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)  |  |   | <b>b. Individuals Performing Services</b><br>(including address if different from No. 10a) (last name, first name, MI):<br><br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary) |  |  |
| <b>11. Amount of Payment (check all that apply):</b><br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned  |  | <b>13. Type of Payment (check all that apply):</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify: _____ |  |  |  |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify: nature _____<br>value _____  |  |   |  |  |  |
| <b>14. Brief Discription of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b><br><br><br><br><br><br>(attach Continuation Sheet(s) SF-LLL-A, if necessary)  |  |   |  |  |  |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |   |  |  |  |
| <b>16. Information requested through this form is authorized by article 31 U.S.C. section 1352.</b><br>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. |  |   |  | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____  |  |
| <b>Federal Use Only:</b>   |  |   |  |  | Authorized for Local Reproduction<br>Standard Form - LLL |

## Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**COMPLIANCE WITH CLEAN AIR AND WATER ACT**

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator of the Enforcement.

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Organization Name

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Name and Title of Authorized Representative

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Signature

Date



## 2006 – 2007 General Bid Information

### 1) General

All bids are for the 2006-2007 school year **August 1, 2006 through July 31, 2007, with the option to renew for two additional one-year terms**. All bid prices are to be firm for the 06-07 school year as defined above. If the bid is extended for an optional year(s), prices may change up to 3% for that school year. Increases in prices are due to the Food Service office by May 30 of the current school year for the coming school year. Bid prices are in all instances to be FOB destination. Prices may decrease at any time. Either party may cancel this relationship with a ninety (90) calendar day written notice.

Any schools, or other sites that require food service, built and/or opened by the IISD during the time period covered by this contract, shall be automatically added to these bids.

Although you may bid on individual items, you might not win the bid if you leave items blank. Each bid is strongly preferred to be an all or nothing bid. Bids are not typically "split" between more than two (2) vendors.

All vendors bidding on **food/beverage/edible items should** include information about **trans fats** in their products, per applicable Texas Department of Agriculture (TDA) requirements. Effective this year, per TDA regulations, we cannot serve products with more than **23 grams of fat** per serving more than twice per week.

As a bidder, you may be called upon to submit a sample of your product. Samples need to be supplied only if notice is given. Requested samples shall be supplied at no cost to Irving ISD.

The Food Service Department reserves the right to discontinue and/or add product(s) during the school year. Vendors will be duly notified. Every effort will be made to utilize products specified on the bids; however, it is not our responsibility or obligation to utilize all items listed on our bids.

Copies of menus will be available to suppliers, upon request, one month in advance of the delivery schedule, to assist in planning for product availability and usage. Copies of our menus are also posted on our Web site: <http://www.irvingisd.net/foodservices/>. CN Labels and Product Analysis Sheets **must** be furnished on items that are awarded on the bids before first delivery.

This year, we are processing commodities primarily with Advance Food Company (beef), Tyson (chicken), Jennie-O (turkey), Schwans (pizza), ConAgra/Gilardi (cheese sticks), and Schreiber Foods Inc.(cheese). We desire **pass-through values** on all possible products (rebates are not preferred!).

2) Emergency Supply Events

In the event of a drought, flood, other force of nature or disaster or act of God, the IISD Food Service Department will consider temporary price increases. A request for such an increase must be made in writing by the vendor to the IISD Food Service Department, at least **three** business days before the temporary price increase shall go into effect, and a thorough description of the event and measurement device/"trigger" which causes the escalation/de-escalation must be included. The vendor must provide independently verifiable documentation of the market measuring device every 10 business days, or the price shall revert immediately and permanently back to the original price.

3) Substitutions

The awarded vendor(s) must notify the IISD Food Service Department in writing (e-mail is acceptable) of all shortages, back-orders, and out-of-stock items a **minimum of two business days in advance** of the event. Substitutions must be of the same or higher quality, and invoiced at the original bid price. If the vendor(s) does not contact the IISD Food Service Department as outlined above, the department reserves the right to purchase the product(s) from another source and charge the difference in cost, if any, back to the awarded vendor.

4) Order Fill Rate

Order fill rate shall be no less than 95%. The 5% not filled rate shall be delivered within 48 hours of the scheduled delivery date. If the mandatory second delivery is not made within 48 hours, the department reserves the right to purchase the product(s) from another source and charge the difference in cost, if any, back to the awarded vendor.

5) Prime Vendor

We are planning to implement a Prime Vendor program, through which the following bids will be awarded in whole to a single broad-line distributor:

- Staple Foods
- Perishable Foods
- Non-Food & Paper
- Catering

In addition, the bids for Cleaning Supplies and for Bread & Snack cakes may, at the sole discretion of the IISD Food Service Department, be in whole or in part included in the Prime Vendor designation. If your company is interested in becoming our Prime Vendor, please see information directed specifically to Prime Vendor.

6) Deliveries & Billing Information

Deliveries to all schools will be between 7:00 a.m. and 2:00 p.m. with two copies of all invoices rendered directly to schools at the time of delivery. If deliveries cannot be completed as scheduled, return delivery is expected before 8:30 AM the following day. Send statements to:

Irving ISD  
P.O. Box 152637  
Irving, TX 75015-2637  
Attn: Accounts Payable

Any deliveries made outside the delivery times noted above, or those which require IISD Food Service personnel to work past their scheduled hours, shall result in those work hours/times being billed to the vendor(s) at the IISD Catering hourly rate.

School calendars are posted on the district's Web site ( <http://www.irvingisd.net/>) as soon as they are approved by the IISD Board of Trustees.

Delivery by our Prime Vendor is required twice a week for these schools: 4 high schools, 7 middle schools, and up to eight (8) elementary schools (contact the Food Service Department for information about these schools). Delivery days by our Prime Vendor are Monday for all schools and Wednesday for secondary schools and up to eight (8) elementary schools. The first delivery date by all vendors for the 06-07 school year shall be determined after the bids are awarded and accepted. **A proposed delivery schedule, with routes and schools listed in order of delivery, must be submitted with your bid.**

Other deliveries to our schools are required as follows:

| <b>BID</b>          | <b>FREQUENCY PER WEEK</b>                  |
|---------------------|--|
| Bread & Baked Goods | 2 times per week; minimum 3-day shelf life |
| Snack Cakes         | 1 time per week                            |
| Produce             | 1 time per week                            |

Should any bids not be listed above, vendor(s) who are awarded those bid(s) shall contact the Food Service Department for delivery frequency details.

7) Delivery Sanitation Requirements

Delivery trucks shall be clean and free from odors foreign to product. No product shall be delivered in an open truck. Delivery of frozen/refrigerated products shall be made from trucks equipped to maintain adequate temperature of product on delivery. All meats must meet all government regulations.

All products must be in a wholesome and sanitary condition when delivered. Unless packaging is detailed in specifications, all meat, prepared meat, meat by-products, and meat food products shall be wrapped, packed and covered in conventional packages of

standard material, in good clean condition so that the contents are properly protected. All products will be examined at their final destination for cleanliness and wholesomeness as food. Any product delivered fresh shall be thoroughly chilled and delivered with internal temperatures not to exceed 40 degrees Fahrenheit and shall be in excellent condition.

Frozen products must not have been previously thawed and refrozen. Freezing date must appear on containers and must not exceed 30 days. If a code is used to identify freezing date, **identification of the code must be submitted to the Food Service Department office by the successful bidder** prior to their first delivery. Companies using label color to identify grades of canned items **must submit the identification of the code** along with the bid submittal.

The following points address the *frozen desserts* bid:

1. All items must be delivered at a maximum of -5 degrees Fahrenheit when received at the school. All items must be wrapped and packaged in wrappers that comply with state and federal regulations. Any items that are mutilated, mashed, unusable or undersized will be rejected.
2. All specifications are subject to City, County and State Health Department requirements.

#### 8) HACCP

In line with regulations requiring us to have a HACCP plan in place, we will be **rigorously inspecting all deliveries** for correct temperatures and condition. Any item(s) which do not fall within acceptable critical control point (CCP) limits **will not be accepted**.

#### 9) Produce

Produce will be bid weekly. Quotes must be delivered to the Food Service Office, 2621 W. Airport Freeway, Irving, Texas 75062, in person, by fax, e-mail, or postal mail. All produce must be delivered in refrigerated trucks. For more information, please contact the Food Service Department Office.

#### Additional Attachments

##### I. Food Wholesalers License

Firms and companies that manufacture and/or distribute food for sale to schools are “wholesale food manufacturers and/or distributors” and must have the appropriate license with the Texas Department of Health, Bureau of Food and Drug Safety, Manufactured Foods Division. If the **Food Wholesalers** license is not included with the bid, the bid will not be considered.

##### II. Marketing Plan

All food/beverage bidders should submit a **marketing plan** through which they propose to increase sales/participation. We are actively seeking vendors who will work with us to “grow the business” for the mutual benefit of both organizations.

### III. Federal Forms

In accordance with federal law, all bidders **are required to complete the following forms** at the time they submit their bids:

- Disclosure of Lobbying Activities
- Certification Regarding Lobbying
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions
- Compliance with Clean Air and Water Act

In addition, as required by federal law, we are charged with, to the maximum extent practicable, buying domestic commodities/products for meals served under our meal programs. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. *substantially* using agricultural commodities that are produced in the U.S.

#### 10) Miscellaneous Information

##### Order Lead Time

Please state the lead time required by your company on orders, assuming that we start the school year ordering through a paper-based system, whereby a representative of your company would pick up the weekly cumulative order at our office.

Lead time required: \_\_\_\_\_

##### Method of Ordering

Assume that we start the school year ordering through a paper-based system.

What other methods of ordering are available to us? (please list all below)

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##### Credit/Payment Terms

We do business on the following terms: Net 30 days. Checks are cut bi-weekly.

##### Seasonality

The seasonality of our business is:

Jan – Mar: 33%    Apr – Jun: 22%    Jul – Sept: 12%    Oct – Dec: 33%

Did you remember to include:

- Marketing Plan
- Delivery Schedule (proposed)
- Fat Grams & Trans Fat Grams Information
- Copy of Food Wholesaler's License
- Completed Federal Forms
- Freezing Code (Julian?) Information
- CN Labels & Product Analysis Sheets

To assist you in planning your bid, our estimated 2006-2007 student populations are:  
***Secondary: 15,500; Elementary/Pre-K: 17,000; TOTAL: 32,500 students. The district has four high schools, seven middle schools, twenty elementary schools, and three early childhood (pre-Kindergarten) schools.***

Each vendor who attends the bid opening **must bring five copies** of their bids.

We appreciate each vendor who submits a bid, and we look forward to an excellent 2006-2007 school year working with you.

Sincerely,

Michael Rosenberger  
IISD Director of Food Service

Please complete this table and submit a copy of it with each bid that you reply to:

## Vendor Information Sheet

|                  |  |
|------------------|--|
| NAME             |  |
| TITLE            |  |
| E-MAIL ADDRESS   |  |
| COMPANY          |  |
| PHYSICAL ADDRESS |  |
| TELEPHONE NUMBER |  |
| FAX NUMBER       |  |
| CELL NUMBER      |  |
| SIGNATURE        |  |
| DATE             |  |

Bid: \_\_\_\_\_

## **2006-2007 Bid Specifications - Sanitation System**

### **GENERAL REQUIREMENTS**

#### **Scope of Work**

This Request for Proposal is for the provision of a comprehensive safety/sanitation system to the Irving Independent School District's Food Service Department. 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 IISD Food Service employees in all school kitchens as a condition of the contract. In addition, the service must include measurable training on Safe Food Handling by trainers under the direction of a certified HACCP Trainer for all IISD Food Service employees. Monitoring of all school kitchens for the IISD Director of Food Service, along with documentation of all training, is also required. The proposed system will offer the following items:

- Assessment of current standard operating procedures.
- Development of the framework to apply HACCP principles and a flow diagram for 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 suggested staff training schedule with objectives and timelines.
- Standardization of all Sanitation and Safety Processes and procedures in each kitchen facility.
- Monthly verification of food safety systems and due diligence documentation.
- Comprehensive Hazardous Communications Program.

#### **General Conditions**

- Vendors will propose their solutions to meet the requirements listed within this proposal.
- A complete description and product specifications must be included in the response.
- A list of current public school customers is required as a part of this proposal.

#### **Service Specifications**

The successful vendor will provide a complete Safety/Sanitation System to each Food Service site in the Irving Independent School District. Training, on-site monitoring, just-in-time monthly 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, the following:



- A set of laminated, color-colored Material Safety Data Sheets on all chemicals and detergents supplied by the successful vendor and used in school 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 IISD Food Service Department areas.
- Annual and as-needed, 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.
- Annual and as needed, on-site training with subsequent site monitoring on workplace safety.
- A Procedure and Reference Guide 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 Food Service must approve the procedures**).
- A clean, concise system of reporting, by site and collectively, of all service calls, training experiences, site observations and cleaning supplies/chemicals delivered to IISD 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).
- Timely delivery of cleaning supplies and chemicals to each site in sufficient quantity to enable each kitchen to meet IISD Food Service Department's required level of sanitation (see Material Specifications).

### **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.
- Implementation of complete program to each site will be completed by August 30, 2006. 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, etc. will be in English and Spanish. All equipment will also be labeled with instruction in the before mentioned languages.

- Vendor agrees to a 48-hour response time to any location with re-supply needs or technical needs.
- Web-based food safety & sanitation employee training modules
- Annual business review

### **Material Specifications**

The successful vendor must provide and deliver to each site, as a condition of this contract and at no additional cost to the IISD Child Nutrition Department, cleaning chemicals and supplies in sufficient quantity to meet the levels of sanitation required by the Dallas County and Irving City Health Department and the IISD Food Service 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 or discolor equipment when used at recommended proportions. At minimum, these chemicals and supplies must include:

- **Anti-Microbial Liquid Hand Soap\***  
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 mantle, 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<sup>3</sup>; 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.
- **All-Purpose Cleaner (for floor cleaning and spray applications)**  
To be used with manual and/or machine cleaning methods. To be a low sudsing, easy to rinse detergent. Product to 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. Approximate pH: 9.8 ± .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, 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; approximate pH 7.2 ± .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. 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.
- **Sanitizer (quaternary solution-no chlorine)**  
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. Approximate pH  $7.2 \pm .4$  in solution. Must be portion-packed in easy to handle packaging.
- **Germicidal Detergent (for cleaning and disinfecting)**  
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.
- **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.
- **Protective Barrier Cream**  
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.

**Other items to be included, but not limited to, include the following:**

- Elbow-length pot and pan gloves
- Flexible gloves appropriate to wear when cleaning

- Green scouring pads
- Oven scrapers
- Goggles
- Sanitizer test kits
- Dispensing equipment (with OSHA compliant labeling and instructions)

### **Materials/Ancillary Items Vendor To Provide**

- Vendor will provide MSDS 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 duration of this 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 the IISD Food Service Department 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.
- Vendor to provide after the implementation period, a detailed schedule of all service call times and dates for each site per semester.
- Vendor will provide a staff recognition and motivation program tied into the monthly site visits utilizing a site visit, grade sheet, or rating sheet. Recognition will be on a monthly and yearly schedule, based on the director's request. The IISD Food Service Department and successful vendor will jointly determine the details.
- Service will also be continued for all sites "opened" for summer school, or for any other program(s) which include the Food Service Department.
- **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.
- Vendor shall be sole contractor and shall fulfill all items and requirements of the proposal.
- Dispensing equipment for these products must be provided, installed at each hand-washing sink in every school kitchen (where and when applicable) and maintained as a condition of this contract.

### **Food Safety System**

The IISD Food Service Department 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 Irving Independent School District's Food Service 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, supplies, materials, and consultation fees are to be included in this price.

Since routine scheduled service, training and efficiency analysis are a mandatory part of the requirements of this proposal, quality of service, training program, documentation, cleaning materials and price will be considered equally in determining the award.

The proposal will be awarded in the best interest of the **IISD Food Service Department** and this determination will be made solely by this office.

### **Submittals**

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 the following: 1) Service activities; 2) the level of each school kitchen's safety and sanitation performance; and 3) 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. Include a corresponding sample of each.
- A list of all cleaning chemicals and supplies, **with corresponding samples**, that will be provided to each site as part of this proposal

### **Bidding/Billing Requirements**

- Invoicing will be processed by figuring the total annual cost divided by twelve equal monthly installments.
- Costs quoted are to be FOB destination, freight pre-paid to any and all locations in the District; 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.
- Vendor who is not a manufacturer must submit with their proposal a complete written explanation of the working agreement that vendor has with the product manufacturer; included shall be a statement stating the length of the agreement. In addition, product manufacturer attesting to above shall also submit an affidavit with proposal.
- Vendor shall be the sole contractor and shall fulfill all items and requirements of the proposal.
- When there is a new contractor, old contractors 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.

**Award Criteria**

This bid will be awarded according to the criteria identified on the last page of this document.

**References**

Vendors must submit at least **three** references.

**Sanitation System  
PROPOSAL FORM**

We, the undersigned, agree to provide the services as outlined in the Request for Proposal. We will provide all the products, dispensing equipment, employee training and training aids necessary to provide a complete Food Service Department sanitation and cleaning supply program for the Irving Independent School District.

**Complete Proposal, per month (based on a 12-month year):**     \$ \_\_\_\_\_

Any limitations on quantities provided must be shown on the Deviation Form. Please supply brand and number of the products to be provided:

All Purpose Cleaner \_\_\_\_\_  
**Brand and Code Number**

Multi-Purpose Degreaser \_\_\_\_\_  
**Brand and Code Number**

Sanitizer \_\_\_\_\_  
**Brand and Code Number**

Pot and Pan Detergent \_\_\_\_\_  
**Brand and Code Number**

Germicidal Detergent \_\_\_\_\_  
**Brand and Code Number**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized By (signature)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Authorized (typed/printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number





## REFERENCE FORM

1. Company Being Referenced: \_\_\_\_\_

2. Reference Name: \_\_\_\_\_

3. Reference Phone Number: \_\_\_\_\_

4. Reference School District: \_\_\_\_\_

Date of Contact: \_\_\_\_\_

| <b>Criteria</b>   | <b>Maximum Possible Points</b> | <b>Actual Points</b> |
|---|--------------------------------|----------------------|
| <b>A) Quality &amp; Convenience of Cleaning Materials</b>       | 20                             |                      |
| <i>Method of dispensing product</i>                             |                                |                      |
| <i>Effectiveness of cleaning products</i>                       |                                |                      |
| <i>Products appropriate for school food service environment</i> |                                |                      |
| <i>Clarity of user instructions &amp; written directions</i>    |                                |                      |
| <b>B) HACCP Plan</b>  | 20                             |                      |
| <i>Proposal for Standard Operating Procedures</i>               |                                |                      |
| <i>Staff training plan</i>                                      |                                |                      |
| <i>Program verification</i>                                     |                                |                      |
| <b>C) Past Performance</b>                                      | 30                             |                      |
| <i>Availability of bid products</i>                             |                                |                      |
| <i>Reliability of deliveries</i>                                |                                |                      |
| <i>Accuracy of prices on invoices</i>                           |                                |                      |
| <i>Overall satisfaction</i>                                     |                                |                      |
| <b>D) Pricing</b>   | 30                             |                      |
| <i>Total program cost</i>                                       |                                |                      |
|   |                                |                      |
| <b>E) TOTAL POSSIBLE SCORE</b>                                  | <b>100</b>                     |                      |

*Scale: List the lowest possible score per category*

**NOTE:** vendors may reproduce this page as often as needed.  
 Vendors must submit **at least three (3)** references