

TIPS VENDOR AGREEMENT

Between PortionPac Chemical Corporation and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Food Service: Equipment, Chemicals, Supplies & Service

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

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Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS Members under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice,

so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

Food Service: Equipment, Chemicals, Supplies & Service

Company Name PortionPac Chemical Corporation

Address 400 North Ashland Avenue

City Chicago State IL Zip 60622

Phone (800) 289-7725 x5703 Fax (312) 447-5703

Email of Authorized Representative support@sfspac.com

Name of Authorized Representative Burton W. Klein

Title President

Signature of Authorized Representative 

Date May 18, 2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date June 22, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170401	Department		Floor/Room
Title	Food Service Equipment, Chemicals, Supplies & Service	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	4/6/2017 08:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	5/19/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company PortionPac Chemical Corporation
 Address 400 N. Ashland Ave
 Chicago, IL 60622

Contact
 Department
 Building
 Floor/Room
 Telephone (312) 226-0400
 Fax (312) 226-5400
 Email
 Submitted 5/19/2017 09:26:53 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Burt Klein

Email support@sfspac.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	SFSPac® Food Safety and Sanitation System offers a complete line of products and educational materials for cleaning and disinfecting School Nutrition operations while ensuring the highest standards of food safety. We offer environmentally preferred product formulations, closed loop ware wash system and products, monthly HACCP verification, ServSafe Training, and training that qualifies for professional standards credit.
6	Primary Contact Name	Primary Contact Name	Chuck Ainsworth
7	Primary Contact Title	Primary Contact Title	Division Manager
8	Primary Contact Email	Primary Contact Email	cainsworth@portionpaccorp.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3124475703
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3124475703
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Laura Froehlich
13	Secondary Contact Title	Secondary Contact Title	Division Coordinator
14	Secondary Contact Email	Secondary Contact Email	lfroehlich@portionpaccorp.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3124475703
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3124475703
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Laura Froehlich
19	Admin Fee Contact Email	Admin Fee Contact Email	lfroehlich@portionpaccorp.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3124475703
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Judy Golden
22	Purchase Order Contact Email	Purchase Order Contact Email	jgolden@portionpaccorp.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3124475708
24	Company Website	Company Website (Format - www.company.com)	sfspac.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	36-2554764
26	Primary Address	Primary Address	400 North Ashland Avenue
27	Primary Address City	Primary Address City	Chicago
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Illinois
29	Primary Address Zip	Primary Address Zip	60622
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	food safety, sanitation, chemicals, cleaning chemicals, cleaning products, dishmachine, dishmachine chemicals, dishmachine products, professional standards, ServSafe, HACCP, HACCP Plan Creation, Gap Analysis, Combi Oven Products, Green Seal Certified, Safer Choice
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Yes Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Chicago
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Illinois

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	0%
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	54
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) 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; 3) 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; 4) 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. Not a negotiable term. Failure	(No Response Required)

to agree will render your proposal non-responsive and it will not be considered.

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? Yes
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

55 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 57 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 58 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 59 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

63	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Garland ISD	Wade Henderson	wjhender@garlandisd.net	(972) 494-8322
Carrollton-Farmers Branch ISD	Rachelle Sherrin	sherrinr@cfbisd.edu	(972) 968-6388
Coppell ISD	Jean Mosley	jmosley@coppellisd.com	(214) 496-8070
Birdville ISD	Judy Sargent	judy_sargent@birdville.k12.tx.us	(817) 547-5860
Allen ISD	Dorothy Thompson	dorothy_thompson@allenisd.org	(972) 727-0545

Certification Regarding Lobbying

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

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.

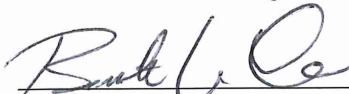
PortionPac Chemical Corporation

400 North Ashland Avenue, Chicago, IL 60622

Name/Address of Organization

Burton W. Klein, President

Name/Title of Submitting Official


Signature


May 18, 2017

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

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>PortionPac Chemical Corporation</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known?</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency: Region 8 ESC</p>	<p>7. Federal Program Name / Description: Food Service Chemicals & Services</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known: RFP #170401</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): n/a</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI): n/a</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply): \$ none _____ <input type="checkbox"/> actual <input type="checkbox"/> planned <input type="checkbox"/></p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply)</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p>14. Brief Description 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: N/A -- None</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. 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 semiannually 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.</p>	<p>Signature: </p> <p>Print Name: <u>Burton W. Klein</u></p> <p>Title: <u>President</u></p> <p>Telephone No: <u>(312) 447-5709</u> Date: <u>5/18/17</u></p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."

Subsection (b) states "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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Burton W. Klein
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Burton W. Klein

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: PortionPac Chemical Corporation
(Name of Corporation)

I, Marvin Klein certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Burton W. Klein
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

Marvin Klein
SIGNATURE



May 18, 2017
DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name PortionPac Chemical Corporation

Print name of authorized representative Burton W. Klein

Signature of authorized representative 

Date May 18, 2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must** make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

PortionPac Chemical Corporation

Name of company expressly waiving confidential status of material

Burton W. Klein, President


Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

400 North Ashland Avenue Chicago IL 60622 (312) 447-5709

Address City State ZIP Phone

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

None -- no relationship with local governmental entity

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

5/18/17
Date

IMPORTANT NOTICE TO PROPOSER:

**IF YOU WANT YOUR PROPOSAL TO BE CONSIDERED FOR USE BY TEXAS STATE
AGENCIES AND UNIVERSITIES AND SOME APPLICABLE LOCAL ENTITIES,**

YOU MUST COMPLETE THE FOLLOWING FORM

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

ATTACHED BELOW IS THE OFFICIAL STATE OF TEXAS FORM



**The Interlocal Purchasing System
(TIPS/TAPS)**

RFP:

#170401

Food Service:

Equipment, Chemicals, Supplies &
Service

Opening:

Friday, May 19, 2017

Attention:

The Interlocal Purchasing Systems
(TIPS)

4845 US Highway 271 North
Pittsburg, TX 75686



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Proposal Requirements

Section	Content / Title
1	Executive Summary <ul style="list-style-type: none">• Scope of Program• Program Description• Ware Washing Program Description
2	SFSPac® Syllabus <ul style="list-style-type: none">• Syllabus of Proposed Service• Cleaning Detergent Specifications• Ware Wash Product Specifications• Green Seal™ Information & Certificates• Support Materials List
3	References <ul style="list-style-type: none">• References• Reference Letters• Staff Qualifications
4	Forms and Reports <ul style="list-style-type: none">• Sample Site Visit Report• Sample Logs, Forms & Training Materials
5	Bid Documents <ul style="list-style-type: none">• Cost Proposal• Additional Items Price List



Executive Summary

For over 50 years, PortionPac Chemical Corporation has delivered safety and sanitation management solutions to a wide variety of industries, including school districts. Our sustainable systems include products and procedures designed to be user friendly and eliminate costly errors.

We developed the SFSPac® Food Safety & Sanitation System in 1992 to focus exclusively on the K-12 school nutrition industry. Our targeted approach and intimate knowledge of school nutrition allows us to provide customers with a standardized program that works within this unique environment. Cleaner, safer kitchens for your employees and customers is the cornerstone of our dynamic program that includes an employee education curriculum and training tools based on best practices and the most current Model Food Code.

SFSPac® service technicians and certified food safety specialists are qualified as ServSafe® instructors, maintain a Level 1 SNA certification, and participate in a factory-certified credentialing program which includes coursework in OSHA Awareness and CPR. Additionally, our staff are required to attend monthly education courses and obtain sufficient Continuing Education Units (CEUs) each year to retain their factory certifications.

The first step to installing the SFSPac® system is to conduct a two/three month introduction phase to help everyone get comfortable with the program. After the introduction phase, our service technicians conduct regularly scheduled site visits to each school serviced in the district to perform a multipoint review of the operation that includes HACCP verification, conduct corrective action training as needed and educate employees about a different topic each month. The service technician will also deliver our environmentally preferred cleaners and supplies, review district specific standard operating procedures, OSHA compliance and cleaning and sanitation procedures. Our OSHA compliant dispensing equipment will be inventoried, maintained and repaired as needed. Before leaving the site, the service technician will meet with the cafeteria manager to share their observations and recommendations to optimize kitchen safety and cleanliness..

SFSPac® service technicians follow up each site visit with an electronic service report to management designated by the district. The site visit report communicates compliance rates across all review areas, any corrective action and scheduled training provided during each visit. Our proprietary software delivers monthly verification of the district's food safety practices and provides **critical** due diligence documentation.

Prior to the end of each school year, the SFSPac® Regional Manager for the district will conduct an annual review with the School Nutrition Director and staff to discuss program successes and identify any areas noted for improvement. The Regional Manager and Director will also review the District HACCP Food Safety Plan and determine if there are any necessary changes.



Executive Summary

The SFSPac® brand is recognized for our comprehensive and targeted food safety and sanitation systems and commitment to K-12 school food service programs. The benefits and services requested by your District to be delivered through our SFSPac® Food Safety & Sanitation System:

- Environmentally sustainable system for safety, water conservation, waste reduction, and recycling
- Simplified fixed cost billing – fewer purchase orders, invoices and less stress
- Pre-measured packaging for exact dilutions
- “Rule-of-One™ Mixing” – one Pac® brand pouch per bottle, sink or bucket
- Reduced storage requirements
- Vertically color coded bottles, SDS, charts and instruction sheets
- Environmentally preferred cleaners
- Green Seal™ certified cleaners
- EPA registered cleaners
- Sanitizer test kits, quaternary or chlorine
- Recycled containers
- OSHA compliant labeling on both pouches and bottles
- Personal Protective Equipment (PPE) provided
- System accessories provided: i.e., Pac® cutters, oven scrapers, bottles,
- Bi-lingual procedure and reference guide
- Complete hand care program
- Just-in-time inventory supplied by Service Technician
- Monthly site visits
- Site-based procedures, safety and cleaning detergent mixing and use training
- Computerized verification, service reports
- 24 hour inventory replacement or assistance response time
- Online training with the SFSPac® Learning Portal, a system that tracks individual learners’ progress and includes education approved for both SNA CEU and USDA Professional Standards credits.
- Available for in-service
- MyTerra™ closed loop ware wash program
- Monthly preventative maintenance review on dispensing equipment for ware wash program



Food Safety & Sanitation System

Introduction

The SFSPac® brand was created by PortionPac Chemical Corporation in 1992 to focus exclusively on K-12 school foodservice safety and sanitation. Back then, we knew our unique way of approaching sanitation and safety would dramatically impact each kitchen operation we served.



That's because we are not sanitation product providers. Rather, we provide the tools, education and support each kitchen needs to achieve a safe environment for serving food. The most efficient way to allow districts to purchase our unique service was to develop what we call a “set cost.”

The set cost is the one price charged per school for all of the services and products included with the SFSPac® Food Safety & Sanitation System. Designed with your efficiency in mind, our set cost program helps minimize the detailed oversight you may have been burdened with in the past to manage and budget for each of these areas individually.

Our experience has taught us that your needs are always evolving, and so we continually assess our service and work with the School Nutrition Association and State Associations and their membership to learn how we can best be a part of the solution to the many challenges faced by school nutrition professionals.

Today, the leading sanitation and safety service solution for school nutrition directors offers a wide range of benefits, including:

- * Education
- * Service
- * Safety
- * Sustainable Solutions
- * Documentation



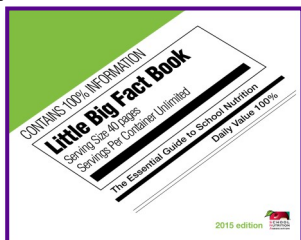
Who We Are

Management Team

Experienced and in touch with the market, several of our managers were in the industry prior to the creation of the SFSPac® brand over 25 years ago. All have been with us for a decade or more. Our team members currently serve, or have previously, on National and State School Nutrition Association Boards and are active within the communities of our customers. We lead by example and you will come to know that very quickly when you work with us. Every member of the team from manager to specialist will work directly on an issue with anyone on your staff who needs our assistance.

Factory Certified Food Safety Specialists

Our specialist team is in your kitchens to make sure that the policies you have in place and the regulatory requirements you must meet are routinely applied. It's like having an additional supervisor in the field whose focus is exclusively sanitation and safety. This means we must be educated about your business and the challenges you face. That is why we start every new



employee with a learning program based on the School Nutrition Association's, "The Big Little Fact Book". Specialists are also offered industry specific education throughout the year and attend conferences to talk with customers and other school nutrition professionals about what matters most.

Our field team is required to achieve Factory Certified status within their first year of employment. They must also maintain their certification through pre-approved annual CEU's. In addition to learning the SFSPac® program cleaning procedures and education modules, some of the required courses include ServSafe™ certification, HACCP compliance and OSHA compliance.





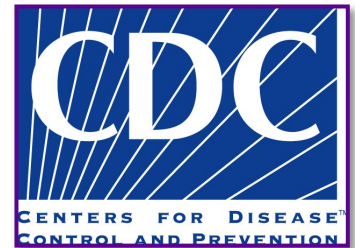
What We Do

The SFSPac® system is the most comprehensive food safety and sanitation program available. For one set cost, we offer you the freedom from the minutia of managerial oversight and deliver a diverse portfolio of education, verification and sustainable products.

EDUCATION

Education is the cornerstone of the SFSPac® system. We support your efforts to serve safe, nutritious meals with our on the spot corrective action training and routine education module instruction.

Food borne illness and changes to the FDA Model Food Code make sanitation a key learning requirement for food service professionals. The Centers for Disease Control and Prevention cites the following estimates for incidents of food borne illness in the United States:



- * This year, 1 out of 6 Americans (or 48 million people) will get sick,
- * 128,000 will be hospitalized, and
- * 3,000 will die from foodborne diseases.
- * 1 in 4 outbreaks can be linked to poorly washed hands.

Our routine kitchen procedure reviews allow us to provide corrective action before an improper procedure becomes a habit. We also use the data we collect to create an annual education module curriculum that is provided by SFSPac® Certified Food Safety Specialists.





SFSPac® Education Tools

Education Modules – SFSPac® education modules are approved for SNA CEU credit and provide USDA required key area education to help your staff meet their annual goals. Education modules are conveniently posted in each kitchen to reinforce our training.

Topics include:

1	Burn Prevention	15	Recognizing & Responding to Food Allergens
2	Chemical Mixing and SDS	16	Receiving Food
3	Cooling Food	17	Preventing Slips and Falls
4	Cross Contamination	18	Proper Lifting
5	Drain Maintenance	19	Reheating Food
6	Endpoint Cooking Temperatures	20	Safe Food Handling
7	Food Contact Surfaces	21	Service Temperatures
8	Food Handler Gloves	22	Thermometers & Calibration
9	Food Safety Record Keeping	23	Time and Temperature
10	Personal Hygiene	24	Transporting Food
11	Preventing Slips and Falls	25	Rodent Droppings
12	MRSA Awareness/Prevention	26	Sanitizer Wiping Cloth Bucket
13	Receiving Food	27	Wiping Cloth Bucket Usage
14	Table Cleaning	28	Hand Washing



Food Contact Surfaces

A wet and dirty wiping cloth is a stomping ground for bacteria growth.

Storing cloths in a wiping cloth bucket of properly mixed sanitizer solution will keep bacteria from growing and contaminating food contact surfaces.

SFSPac® Sanitizer Solution should be 200 ppm.

Definition-
A food contact surface is any surface or utensil that touches food.

Information-
Proper food service cleaning and strict food safety laws require a specific cleaning process for food contact surfaces and equipment. This process is critical in order to insure that all surfaces used for food preparation and service are clean and free from contamination. All food contact surfaces must be washed, rinsed, and sanitized:

- After each use.
- When you begin working with another type of food.
- Any time you are interrupted during a task and the tools or items you have been working with may have been contaminated.
- At four-hour intervals if the items are in constant use.

Process for Proper Cleaning and Sanitizing-

1. Scrape all loose particles from the surface
2. Wash with a proper detergent solution
3. Rinse with clean, potable water
4. Sanitize with a properly mixed solution of Sanitizer
5. Let surface/utensils air dry

You Should Know

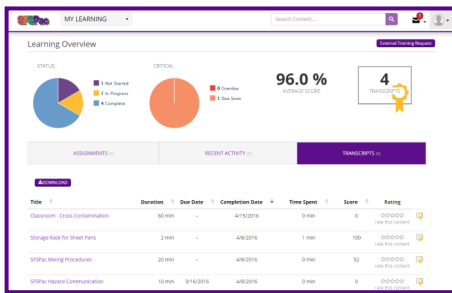
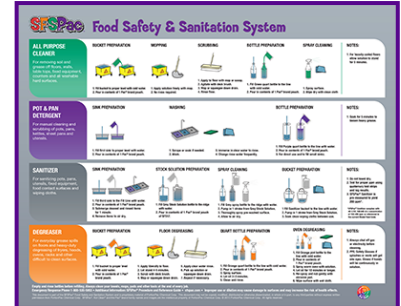
1. What is a food contact surface?
2. What are the 5 steps for cleaning a food contact surface?

This Education Module meets USDA Professional Standards Code 2650.
©2017 PacPac Chemical Corp. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of PacPac Chemical Corp.



Procedure & Reference Guide: The guide provides all of the documentation you need about products we provide. Included are detailed mixing instructions, SDS and cleaning procedures for each item in the kitchen.

Posters, Charts, Logs: Everything your staff needs to run a safe efficient kitchen. Sanitizer logs, cleaning charts, mixing and use posters are installed in each kitchen by our food safety specialists. Tools are color coded, English and Spanish language instructions and include easy to understand pictures.



Online Learning Portal: The SFSPac® Learning Portal is an easy to use, cost efficient and time saving education program perfect for ensuring all your employees receive the training they need. This immersive education environment allows individual users to learn at their own pace, meet prescribed education goals and track progress as assigned coursework is completed.

All education topics on the SFSPac® Learning Portal will count towards USDA Professional Standards requirements and School Nutrition Association Key Area 1 - Operations CEU credit. Offering remote system access, centralized management and robust reporting, the Learning Portal frees your management team from the administrative challenge of tracking education requirements for each employee.





HACCP VERIFICATION SERVICE VISIT

Regularly scheduled service visits follow a standard eight step process. HACCP application and drives each visit. Specialists will meet with the manager, walk through the kitchen, review procedures and logs, provide corrective action training if they observe a non-compliant issue and teach one of our education modules. Specialists also field any questions from staff, organize and refill product inventories, and check that documentation is current and in its proper location.



Your staff will always know when we are going to be there and when we arrive. Service visits are pre-scheduled and all SFSPac® staff wear photo identification badges and uniforms that prominently display the SFSPac® logo.

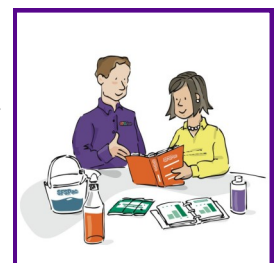


At the end of each service visit, the kitchen review is electronically uploaded and a report is sent to your designees within 24 hours. Our mission is to provide you with documentation of the progress in each one of your kitchens. We also want your staff to grow and apply the essential skills of food safety so you have confidence that your customers are in a food safe environment during each meal.

SAFETY

The SFSPac® brand was developed by PortionPac Chemical Corporation, a cleaning chemical manufacturer with more than 50 years of experience developing products and programs focused on health and safety. Our extensive knowledge means we provide the best education and tools to maximize safety in your kitchens.

Food Safety: Much of the work we do during our visits is to reinforce ServSafe™ principles and help the district comply with USDA and FDA regulations such as HACCP and the Model Food Code. Our certified specialists are required to learn all of these systems and apply them during each service visit. Your team can use us as a food safety resource for on the spot training, corrective action, answering questions and in-service instruction.





Hand Care: Proper hand washing is essential to a safe kitchen. Employees need the right tools and techniques along with education to verify consistent application of proper procedures. We developed our hand care program based on ServSafe™ and CDC recommendations as a key preventative to food borne illness.



Standardization: The concept of standardization is at the core of any safety system. Guesswork is removed when everyone in the district performs the same task with the same method and tools. Much like ServSafe™ is a recognized, standardized system for food safety, SFSPac® uses the same philosophy in our sanitation safety curriculum.

Product Safety: There are many layers to our chemical product safety program. We have discussed the education we provide to ensure proper use. But we have also done extensive work to ensure that the products used in the district are effective and safer to use. Wherever possible we have brought in independent, third parties to assist us and verify the health and safety of our products.

- * Low or no VOCs (volatile organic compounds)
- * Hazard free as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200)
- * Green Seal™ Certified
- * EPA Registered

SUSTAINABLE SOLUTIONS®

Sustainability is often defined as “people, planet and profit”. The idea is that a measurable impact is only made when environmental leadership is coupled with the goal of protecting human health and a commitment to the fiscal responsibility of an initiative.





If we use our Food Safety & Sanitation System as an example, it looks much like this:

We teach how to properly fill sinks, clean dishes and test sanitizer resulting in fewer sink changes, thereby reducing water usage. Using less water is environmentally responsible. In many areas of the country shortages are directly affecting the livelihood of people and communities. No matter where you live, water use and waste costs money. Reducing use saves on both.

Our products are highly concentrated, substantially reducing packaging, eliminating hundreds of thousands of pounds of plastic and cardboard waste annually. As our population grows so does our volume of garbage. Communities and landfills are getting ever closer to each other effecting quality of life. Whether these waste products are sent to the landfill or recycled, it costs money to process and dispose of them.

Highly concentrated products use less energy to ship and store, reducing emissions. Reduced emissions means less harmful emissions in the community. Less energy use = less energy cost.



At PortionPac Chemical Corporation the benchmark of sustainability drives our vision. We chose Green Seal™ certification because of their holistic view of cleaning.

Our products are not only evaluated for less environmental impact, but also to protect human health and safety. Every element of our products, including packaging, must meet their stringent standards. Green Seal™ also requires our products to perform as well or better than conventional cleaners in the same class. Proving that you don't need to sacrifice performance for safety.



As a company, we look at our impact on our employees and the communities we serve. We offset all of our emissions with certified green energy projects and have been named an EPA Green Power Partner. In 2016, we were also recognized by the State of Illinois for our efforts and leadership in sustainability.



When you work with us, you gain a partner who understands your business and has a vision for the future to reduce your department's impact on the environment and your community. Furthermore, the SFSPac® system frees you to leverage those efforts to reduce stress on the budget, allowing you to invest elsewhere.



MyTerra™ Mechanical Ware Wash System

The MyTerra™ Ware Wash System is offered the same way as the SFSPac® Food Safety and Sanitation System. When you partner with SFSPac® and include the MyTerra™ System, for one set cost you receive installation, service, education and support along with our state of the art products.

REGULAR SERVICE VISITS

During each SFSPac® verification service visit, your food safety specialist will perform a comprehensive service check and inspection survey of the machine and use procedures. This includes compliance verification with your food safety program and standard operating procedures. Specialists will also answer any questions from staff, provide training and organize and refill product inventories.

Documentation

Complementing your standard SFSPac® verification reports, dish machine compliance, non-compliance and corrective actions are also compiled in our proprietary reporting software. Detailed reports that document the visit and illustrate the kitchen's progress are sent to the school nutrition director after each visit.

EDUCATION TOOLS

Education Modules - We have developed and teach education modules focused on proper use of our ware wash chemicals along with strategies to maximize the life and effectiveness of your ware wash equipment. A preliminary curriculum of education is also provided after initial installation including correct operation and maintenance, proper racking, delimiting procedures, appropriate workflow, sanitary loading and unloading, and maintenance checkpoints.

Posters & Logs – Everything your staff needs to properly run an effective ware washing program is included with the MyTerra™ system. Logs and procedural posters are installed in each kitchen by our food safety specialists. Tools are color coded, feature English and Spanish language instructions and include easy to understand pictures.

SAFETY

Mechanical ware wash products are hazardous in their concentrated form. While we are working on safer solutions, such as our EPA Safer Choice certified options, we have also added additional safeguards to prevent contact when handling these products.



MyTerra™ Mechanical Ware Wash System

Proprietary Dispensing System

MyTerra™ dispensers and product containers utilize a closed loop control system. That means chemical is not dispensed until the product is safely in the rack and our proprietary cover is securely attached, thereby eliminating the potential for exposure to employees. To further ensure employee safety, SFSPac® loans and maintains our equipment at no charge to the district.



Division of PortionPac Chemical Corp.

Syllabus of Service



Division of PortionPac Chemical Corp.



Syllabus of Proposed Service

The **SFSPac® Food Safety & Sanitation System**, a division of PortionPac Chemical Corporation, is a value-added program that was developed in 1983 to provide School Nutrition Professionals with Sustainable Solutions™. We serve thousands of schools and deliver superior sanitation, education, HACCP Verification, site-based management and more!

PortionPac proposes to provide all the items on the Catalog List provided at the end of this section in response to The Interlocal Purchasing Systems' Request for Proposal for Equipment, Chemicals, Supplies & Service. The following goods and services are an integral part of the SFSPac® Food Safety & Sanitation System.

Excellent Service

- It starts with a pre-service notification (Master Schedule), provided prior to service each month. Each site will be visited on a 30 working-day rotation. Service will be extended to all sites open for Summer Feeding and schools with year-round schedules.
- Our Just-In-Time site-based deliveries are convenient for all sites in the district.
- Service reports will be sent electronically to the Child Nutrition Director immediately following each visit. Reports include date, service time devoted to each site, a brief description of the training, services provided, and the monthly Education Module that was presented during the visit.
- All emergency requests will take place in a maximum 48 hour period and all calls for chemicals and supplies will be within 24 hours.

Ongoing Education

- The Annual Lesson Planner, based in HACCP principles, guides education from the initial in-service training through each site visit using a predetermined lesson plan.
- Each site will receive a customized SFSPac® Procedure & Reference guide that provides general kitchen practices, cleaning material mixing and use instructions, SDS, sanitizer logs, temperature logs, and equipment cleaning procedures.
- Monthly SFSPac® "Education Modules™" will be provided at the site level offering **Continuing Education Units (CEUs) from the School Nutrition Association (SNA)**. These Education Modules focus on industry best practices for sanitation and food safety.
- Our new **SFSPac® Online Learning Portal** will transform the way your team learns- from cleaning procedures to education modules and continuing education; your staff can access the Learning Portal anytime, and Directors can track their staff's progress online.
- As a part of our Hazards Communication Plan, SFSPac® will work with the Child Nutrition Department to perform annual Hazardous Materials Audits in each facility to access potential liability and keep your kitchen performing at its best.



Syllabus of Proposed Service

A team you can Trust

- You get the benefits of every SFSPac® Food Safety Specialist being factory certified, which includes HACCP, ServSafe™ and OSHA credentials. Specialists must participate in Continuing Education Courses each year to maintain certification. Our national education director is a certified OSHA instructor and our employees will help your team with all needed certifications.
- Our Food Safety Specialists complete a comprehensive HACCP Verification check in your kitchen during each service rotation.

A Top Notch Cleaning Program

- The SFSPac® cleaning materials are non-caustic, non-abrasive and have been designed to provide employees with the safest formulations possible.
- Where standards are available, SFSPac® cleaning materials are Green Seal™ Certified or EPA registered.
- Many SFSPac® cleaning detergents contain no volatile organic compounds (VOC), and have no hazards as defined by the OSHA Hazard Communication, 29 CFR 1910.1200.
- Color-coded spray bottles, buckets, and ancillary support items such as oven scrapers, Pac cutters, goggles and personal protective equipment will be provided as needed.
- Color-Coded Safety Data Sheets in English and Spanish will be provided, monitored, and updated at each site.
- The SFSPac® Kid Clean Staff recognition and motivation program is designed to recognize the success of employees at the site level.



Food Safety & Sanitation System

Cleaning Detergents

SFSPac® cleaning detergents are the perfect companion to our food safety education and verification program. Designed to offer the features most important to school nutrition professionals, SFSPac® cleaners are the leading pre-measured solution for a food safe environment.

The constraints of your kitchen and the daily challenges facing your staff are our primary concern. SFSPac® cleaners offer the smallest storage footprint of any sanitation solution and an unparalleled ease of use.

Simplified Mixing

Mixing one Pac® brand pouch to a container eliminates the math and guesswork associated with bulk materials, resulting in safer and more accurate use of cleaners. Simply fill containers to their proper level with water, open one Pac® brand pouch and pour.

Color-coded and Bilingual Instruction

Color-coded products, labels, bottles and SDS make it easy to train, control and document use. A green formulation, such as SFSPac® All Purpose Cleaner, has a green label and green bilingual spray bottle with SDS printed on green paper. Bilingual instructions and procedure charts help ensure accurate, productive use.

Safer Formulations

Green Seal™ certified and EPA-registered formulations that avoid the hazardous criteria set forth by the OSHA HazCom Standard. That means proven effectiveness without the need for school nutrition professionals to learn any pictograms, hazards or precautionary statements. In addition, all SFSPac® cleaning detergents meet or exceed the California Air Quality Control Board (CAB) Standard.

Comprehensive Compliance

SFSPac® utilizes pre-screened spray bottles and mixing containers for use with each cleaner. All containers comply with all OSHA HazCom Standard requirements and display mixing instructions in both English and Spanish. We also supply and post in each kitchen bilingual wall instruction charts detailing proper mixing and use instructions. Safety Data Sheets will be supplied for all products and an audit of potentially hazardous chemicals is performed at each site as required by the OSHA HazCom Standard.



SFSPac® Pot & Pan Detergent

Cuts through the toughest grease with high sudsing, long-lasting cleaning power to give pots, pans and other utensils a bright, clean luster. Requires a potable water rinse following use on food preparation or serving surfaces. Each pre-measured Pac® brand pouch makes a one quart bottle of concentrate or 12 gallons of usable wash solution for compartment sinks.

- * Non-staining, residue free formulation
- * Instant dilution in hot or cold, hard or soft water
- * Not affected by freezing
- * Biodegradable and phosphate free
- * Ultra-low VOC content
- * No OSHA HazCom Standard hazards (29 CFR 1910.1200)
- * Meets previous USDA A1 rating requirements
- * Green Seal™ certified



SFSPac® All Purpose Cleaner

Multi-purpose cleaner perfect for everyday cleaning tasks. Excellent for removing soil, grease and other substances on floors, walls, table tops, counters and all washable hard surfaces. Requires potable water rinse if used on food preparation surfaces. Each pre-measured Pac® brand pouch makes a one quart spray bottle or 2 gallons of mopping solution.

- * Non-staining, residue free formulation
- * Instant dilution in hot or cold, hard or soft water
- * Not affected by freezing
- * Biodegradable and phosphate free
- * Ultra-low VOC content
- * No OSHA HazCom Standard hazards (29 CFR 1910.1200)
- * Meets previous USDA A1 rating requirements
- * Green Seal™ certified





SFSPac® Degreaser

Highly concentrated formulation designed for heavy duty cleaning and degreasing of ovens, fryers, hoods, ranges, floors and other difficult to clean surfaces. Each pre-measured Pac® brand pouch makes a one quart spray bottle or 4 gallons of mopping solution.

- * Non-staining, residue free formulation
- * Instant dilution in hot or cold, hard or soft water
- * Not affected by freezing
- * Biodegradable and phosphate free
- * Ultra-low VOC content
- * No OSHA HazCom Standard hazards (29 CFR 1910.1200)
- * Green Seal™ certified



SFSPac® Sanitizer

EPA-registered quaternary ammonium sanitizing agent for use in manual ware-washing applications, to sanitize pots, pans, utensils, fixed equipment, food contact surfaces, and wiping cloths. Each pre-measured Pac® brand pouch makes 64 quart spray bottles, one bucket for wiping cloths or 17 gallons usable solution for compartment sinks.

- * EPA-registered
- * No potable water rinse required
- * Instant dilution in hot or cold, hard or soft water
- * Not affected by freezing
- * Use concentration of 200 ppm active quaternary ammonium (equivalent to 50 ppm available chlorine)
- * Test strips supplied at no additional charge
- * No OSHA HazCom Standard hazards (29 CFR 1910.1200)
- * Meets previous USDA D2 rating requirements





SFSPac® Germicidal Detergent

EPA registered quaternary ammonium compound, with excellent detergent properties for cleaning tabletops, sneeze guards, glass, stainless steel, milk coolers, washroom fixtures, and other general cleaning. Eliminates odor forming bacteria; leaving no masking or cover up odor. Each pre-measured Pac® brand pouch makes 64 pint spray bottles or 6.5 gallons of usable solution.

- * EPA-registered
- * pH neutral, non-staining, residue free formulation
- * Broad spectrum effectiveness against microorganisms (e.g. HIV-1, MRSA, Influenza A)
- * Instant dilution in hot or cold, hard or soft water
- * Not affected by freezing
- * No OSHA HazCom Standard hazards (as used, 29 CFR 1910.1200)
- * Meets previous USDA D2 rating requirements



Hand Care Program

Hand Soap

Our most popular foaming hand soap is dispensed as a foam, ready for use, allowing for reduced soap usage as much as 50% per hand washing. This high quality lotion soap is a mild, yet effective cleaner that leaves the skin clean and with a pleasant fruity fragrance. It contains specialized emollients to help maintain moisture in the skin. This uniquely formulated hand soap meets the Green Seal™ Environmental Standard for Hand Cleaners for Industrial and Institutional Use.

Skin Hand Cream/Lotion

Product is a slightly fatty, silicone-free skin protection and skin care lotion. Spreads easily, works well into skin and leaves no residual fat residue. Lotion to be packaged in 100 percent recyclable collapsible 1,000 ml bottles. Dispensers will be supplied at no additional charge.

Leader in Sustainability



Cleaning Product

Independently certified under

Green Seal Standard GS-37



- **Conserves natural resources:** *Concentrated product means less packaging and transportation impacts*



- **Protects human health:** *Product is non-toxic to humans, not formulated with carcinogens, and has minimal VOCs*



- **Protects environmental health:** *Product is biodegradable and non-toxic to the environment*



- **Reduces waste:** *Packaging is recycled, recyclable, or significantly minimized*



- **A green product that works:** *Evaluated for effective performance*

For more information visit www.GreenSeal.org

Leader in Sustainability

Specialty Cleaning Product

Independently certified under

Green Seal Standard GS-53



- **Conserves natural resources:** *Concentrated product means less packaging and transportation impacts*



- **Protects human & environmental health:** *Product is non-toxic to humans and the environment and has minimal VOCs*



- **Demonstrates stewardship:** *Meets social responsibility and sustainable manufacturing requirements*



- **Reduces waste:** *Packaging is refillable, significantly minimized, recyclable, or contains post-consumer content*



- **A green product that works:** *Evaluated for effective performance*

For more information visit www.GreenSeal.org



Green Seal,™ Inc. Proudly Presents Certification to PortionPac Chemical Corporation

Green Seal, Inc. certifies that the following product complies with the Green Seal Standard for Cleaning Products for Industrial and Institutional Use (GS-37) and is licensed to use the Green Seal Certification Mark:

SFSPac All Purpose Cleaner
(specific package sizes listed in certification letter)

Recertified this 27th day of March, 2015.
Recertified July 19, 2010.
Originally certified February 3, 2006.

A handwritten signature in black ink, appearing to read "Arthur B. Weissman".

Arthur B. Weissman, Ph.D., President & CEO



Green Seal,™ Inc. Proudly Presents Certification to PortionPac Chemical Corporation

Green Seal, Inc. certifies that the following product complies with the Green Seal Standard for Specialty Cleaning Products for Industrial and Institutional Use (GS-53) and is licensed to use the Green Seal Certification Mark:

SFSPac Pot & Pan Detergent
(specific package sizes listed in certification letter)

Recertified this 27th day of March, 2015.
Originally certified September 25, 2012.

A handwritten signature in black ink, appearing to read "Arthur B. Weissman".

Arthur B. Weissman, Ph.D., President & CEO



Green Seal,™ Inc. Proudly Presents Certification to PortionPac Chemical Corporation

Green Seal, Inc. certifies that the following product complies with the Green Seal Standard for Cleaning Products for Industrial and Institutional Use (GS-37) and is licensed to use the Green Seal Certification Mark:

SFSPac Degreaser

(specific package sizes listed in certification letter)

Certified this 12th day of May, 2015.

A handwritten signature in black ink, appearing to read "Arthur B. Weissman".

Arthur B. Weissman, Ph.D., President & CEO



MyTerra™ Product Descriptions

In addition to the services described in the Ware Wash System Description, the MyTerra™ product delivery includes the following:

- Just-In-Time inventory at each ware wash site during the SFSPac® HACCP verification service visit.
- Response to emergency requests and supply calls within a 24 hour period.
- OSHA compliant, color-coded safety data sheets.
- Color and number coded, closed loop product containers.
- Initial installation training on proper operation of equipment and machine maintenance.

At sites that have dish machine, we propose to additionally provide a ware wash program composed of appropriate program selections for the operation.

One Dish Machine Detergent will be provided from the following:

My Terra™ Safer Choice™ Dish Machine Detergent

This quick rinsing detergent quickly emulsifies greasy soils for easy removal. Packaged in 1 gallon containers.

- Meets the EPA Safer Choice™ Standard Criteria
- No phosphates
- Effective at high and low temperatures
- Effective in hard or soft water

My Terra™ Dish Machine Detergent

This quick rinsing detergent quickly emulsifies greasy soils for easy removal. Packaged in 1 gallon containers.

- No phosphates
- Effective at high and low temperatures
- Effective in hard or soft water



MyTerra™ Product Descriptions

One Dish Machine Descaler provided from the following:

My Terra™ Delimer/Descaler

Powerful delimer designed to quickly rid dish machine surfaces of scale and lime formations from hard water precipitates. Packaged in 1 gallon containers.

My Terra™ Safer Choice™ Delimer/Descaler

Environmentally preferred formulation quickly rids dish machine surfaces of scale and lime formations from hard water precipitates. Packaged in 1 gallon containers.

- Meets the EPA Safer Choice™ Standard Criteria

One Dish Machine Rinse Additive provided from the following:

My Terra™ Safer Choice™ Rinse Additive

Environmentally preferred formulation speeds up drying time for consistently spot free plastic ware, glass, and stainless wares. Packaged in 1 gallon containers.

- Meets the EPA Safer Choice™ Standard Criteria
- Effective at high and low temperatures
- Effective in hard or soft water

My Terra™ Rinse Additive HW

Speed up drying time and experience consistently spot free plastic ware, glass, and stainless wares. Packaged in 1 gallon containers.

- Effective at high and low temperatures
- Effective in hard or soft water

Where used, we also supply a dish machine chlorine sanitizer:

My Terra™ Low Temp Sanitizer

Finish the wash cycle and sanitize dishes with this chlorine sanitizer.

- Effective low temperatures
- Effective in hard or soft water



Materials List

ITEM #	SFSPac® Cleaning Materials
SFS14	Green Seal™ Certified Heavy Duty Pot and Pan Detergent
SFS5	Green Seal™ All Purpose Cleaner
SFS30	Green Seal™ Multi-Purpose Degreaser/Oven Cleaner
SFS17	EPA Registered Sanitizer
SFS20N	EPA Registered Germicide Detergent
ITEM #	My Terra™ Dish Machine Materials
PA00023	My Terra™ Dish Machine Detergent
PA00043	My Terra™ Safer Choice™ Dish Machine Detergent
PA00024	My Terra™ Safer Choice™ Rinse Drying Agent
PA00036	My Terra™ Hard Water Rinse Additive
PA00028	My Terra™ Safer Choice™ Delimer
PA00044	My Terra™ Delimer
PA00046	My Terra™ Low Temp Sanitizer
	Dema Detergent Dispensers for all Dish Machine Product
ITEM #	Hand Care Program
MT101	Whisk Food Handler Foam Soap
SFS90	Stoko Lotion
	Handcare Dispensers
ITEM #	SFSPac® Ancillary Items
FS1032	All-Purpose 32 oz Green Spray Bottle
FS1532	Heavy Duty Pot and Pan 32 oz Squeeze Bottle
FS1732	Sanitizer 32 oz Spray Bottle
FS1764	Sanitizer 64 oz Stock Bottle
FSBUC	Sanitizer Bucket
AS00002	Sanitizer Thermometer Cup
FS2016	Germicidal Detergent 16 oz Spray Bottle
FS2064	Germicidal Detergent 64 oz Stock Bottle
FS3016	Degreaser/Oven Cleaner 16 oz Bottle with Foaming Sprayer
FS3032	Degreaser 32 oz Spray Bottle
FS0017	Pac Cutter with tie
AT00015	Fill To Sink Marker (Wash)
AT00016	Fill To Sink Marker (Rinse)
AT00017	Fill To Sink Marker (Sanitize)
AT00018	Food Prep Sink Marker
L000116	Test Strip Procedure Poster (Bi-Lingual)
AS0QT40	Sanitizer Test Strips
L000073	Product Mixing & Usage Chart (Bi-Lingual)
L000010	Manual Dishwashing Instruction Chart (Bi-Lingual)
L000011	Hand Washing Chart/Signage (Bi-Lingual)
L000133	Table Cleaning Procedure Chart (Bi-Lingual)
L000137	My Terra™ Dish Machine Instructional Poster (Bi-Lingual)
L000129	My Terra™ Delimer Poster (Bi-Lingual)
SDS	Safety Data Sheets (located in P&R Guide)
SANILOG	Sanitizer Log (located in P&R Guide)
E000008	SFSPac® Procedure and Reference Guide (Bi-Lingual)
E000006	SFSPac® Education Video (Mixing Germicide/Sanitizer) (Bi-Lingual)
A000001	Hand Cleanser and Lotion Dispensers
AS00001	Oven Scrapers
AI00009	General Cleaning Gloves
AI00003	Elbow Length Pot & Pan Gloves
AI00011	Safety Goggles



Division of PortionPac Chemical Corp.

Staff Qualifications & References



Division of PortionPac Chemical Corp.



Client References

The following is a partial list of SFSPac® clients who have the **SFSPac® Food Safety & Sanitation System** in place.

Judy Sargent
Director of Child Nutrition
Birdville ISD
3120 Carson Street
Fort Worth, TX 76117-4212
Phone: (817) 547-5860
E-mail: judy_sargent@birdville.k12.tx.us

Rochelle Sherrin
Director of Child Nutrition
Carrollton-Farmers Branch ISD
1505 Randolph Rd.
Carrollton, TX 75006
Phone: (972) 968-6394
E-Mail: sherrinr@cfbisd.edu

Jean Mosley
Director of Child Nutrition
Coppell ISD
1303 Wrangler Circle
Coppell, TX 75019
Phone: (214) 496-8070
E-Mail: jmosley@coppellisd.com

Wade Henderson
Child Nutrition, Equipment & Supplies
Garland ISD
P.O. Box 469026
Garland, TX 75046-9026
Phone: (972) 494-8201
E-mail: WJHender@garlandisd.net



May 12, 2016

To Whom It May Concern,

It gives me great pleasure to serve as a reference for SFS Pac. SFS Pac is one of the most responsible and responsive companies we work with. The entire program is geared to the school nutrition arena, with an unequalled understanding of their customers.

As I consider the issues that elevate SFS Pac above their competition, here are the items of greatest importance to me, as the director of a school district child nutrition program:

1. Employee safety – the chemicals are designed to be easily handled, the instructions are easy to read, and the comprehension level of even an entry-level child nutrition employee is taken in to consideration. After some serious Worker's Compensation claims caused by chemical burns (from a previous chemical provider), this is a huge issue to me.
2. Employee training – posters, on the job training, and training modules are all a part of the overall training program provided by SFS Pac. The SFS Pac Service Technicians take great pride in the customized assistance provided to our program, and make it a personal goal to provide exceptional service.
3. Reports – following each school visit the Service Technician creates and submits a report to our Central FNS Office, which is reviewed by the Area Supervisors and me. These reports help identify potential problems and allow us to troubleshoot or assist school managers in making corrections.
4. An "extra set of eyes" – the Service Technician also serves as, essentially, another Area Supervisor in our program. We are made aware of issues that require attention via reports or face to face reviews, and can respond quickly and efficiently.
5. Just in time inventory – unlike other arrangements we have had in the past, having products delivered as they are needed is important for financial control. Stockpiling of products ties up departmental funds and is related to issues such as inaccurate inventory and potential pilferage. We do not experience this issue with SFSPac.

SFS Pac fulfills two of my most important criteria – they deliver what they promise to the school district, and they provide competent, responsive customer service. They also continue to innovate. A recent example is the introduction of a Professional Standards tracking system for training that meets the USDA requirements. If you have any questions, please give me a call.

Sincerely,

A handwritten signature in blue ink that reads "Beverly Girard".

Beverly Girard, Ph.D., M.B.A., R.D.
Director, Food and Nutrition Services



1 Matzke Way

Bradenton, FL 34208

941-708-8800

FAX: 941-708-8852

To whom it may concern:

The Manatee County School District's Food and Nutrition Services Department has been using SFSPac since August of 2007 and I am writing this letter to acknowledge the work ethic, professionalism, and experience of SFSPac Chemical Corporation.

First, we would like to recognize the work ethic of SFSPac. They work tirelessly to help our department solve issues, and find solutions to help us continually move forward. Their staff in the field is always available and ready to assist in any way need.

A new bid was awarded to SFSPac in April 2015. We have been very satisfied with that decision since it has saved us both time and money.

Also, included in that bid was the provision that SFSPac take on a larger role in relation to our HAACP program. This includes conducting an annual GAP analysis and providing us with timely reporting on findings. In addition they provide continuous HAACP training for employees and ongoing monitoring of HAACP procedures. These services have strengthened our program and have allowed us to easily identify areas for improvement.

We are very pleased with the service given by SFSPac and with the effectiveness and ease of use of their chemicals. We would recommend SFSPac Chemical Corporation to any school district, large or small, for their great chemicals, education, and problem solving skills.

Regina Thoma

Sincerely,
Regina Thoma
Director, Manatee County Food and Nutrition Services



May 21, 2012

To Whom It May Concern:

I am pleased to recommend SFSPac as a service provider for food and sanitation for the Birdville ISD. We have used them for several years and are very pleased. Their products and serviced are both superior.

The company and their staff go above and beyond to make sure that our staff is completely trained on all aspects of chemical use. The services that they provide with HAACP and food safety allow my supervisory staff to refocus their energy on other issues.

Each year at our in-service there is a representative from SFS that comes and speaks to the staff about safe handling of chemicals in their daily jobs. Whenever we have a question or issue, they are always there to answer or handle the problem. I am very proud to be associated with such a professional, caring and friendly staff.

Sincerely,

A handwritten signature in black ink that reads "Judy Sargent". The signature is written in a cursive, flowing style.

Judy Sargent
Director of Child Nutrition



SFSPac Staff

SFSPac® Service personnel are factory certified instructors of our copyrighted SFSPac® Food Safety & Sanitation System. All staff are required to be ServSafe Certified, OSHA Certified, CPR Certified, SNA Certified and are qualified to present the instruction required by this RFP.

CHUCK AINSWORTH



Chuck Ainsworth
SFSPac® Division Manager
PortionPac Chemical Corporation
400 North Ashland Avenue
Chicago, IL 60622
Phone: 800-289-7725 ext. 5252
Fax: 312-226-5400
e-mail: cainsworth@portionpaccorp.com

Chuck is the Contract Administrator and has direct oversight of the SFSPac Program nationally.

Chuck has been involved with the SFSPac® Sanitation & Safety Program since 1991. During that tenure he has been responsible for managing the growth of the SFSPac division in 21 distribution sites throughout the United States. Chuck has worked in every aspect of the program from manufacturing to program delivery in schools. Additionally, Chuck has worked with Child Nutrition Programs since 1979 and served on the boards of four State School Nutrition Associations, the National School Nutrition Association Executive Board, Child Nutrition Foundation Board and co-authored "Implementing HACCP in Child Nutrition Programs". In 2009, Chuck was named SNA's Industry Person of the Year. Chuck's credentials include:

- **ServSafe Certified Instructor**
- **CPR Certified Instructor**
- **HACCP Certified Instructor**
- **OSHA Certified**
- **SNA Certified**

Operational Oversight

TOM OLIVER



Tom Oliver
SFSPac® Director, Corporate Distribution
PortionPac Chemical Corporation
400 North Ashland Avenue
Chicago, IL 60622
Phone: 800-289-7725 ext. 5261
Fax: 312-226-5400
e-mail: toliver@portionpaccorp.com

Tom manages operational oversight of the SFSPac Program nationally.

Tom has been involved with the SFSPac® Sanitation & Safety Program since 2000. He is directly responsible for oversight of our corporate distribution sites in Arkansas, Mississippi, Louisiana, Virginia, North Carolina, South Carolina, Georgia, Florida, Northern California, Oklahoma, Tennessee and Texas. He manages the activities of our Regional Managers in each of the above-mentioned locations.

- **ServSafe Certified Instructor**
- **CPR Certified Instructor**
- **OSHA Certified**
- **SNA HACCP Certified Instructor**
- **SNA Certified**

Regional Managers

JOEY McLAUGHLIN



Joey McLaughlin
SFSPac® Regional Manager
PortionPac Chemical Corporation
Phone: 312-447-5268
Fax: 312-226-5400
e-mail: jmclaughin@portionpaccorp.com

- ServSafe Certified Instructor
- CPR Certified Instructor
- OSHA Certified
- SNA HACCP Certified Instructor
- SNA Certified

has been working with SFSPac® since 1999. He is the regional manager for Louisiana, Mississippi, Arkansas, and Oklahoma. His responsibilities include setting up the service schedule, account maintenance and coordinating district training sessions.

JAN ARMS



Jan Arms
SFSPac Regional Manager
PortionPac Chemical Corporation
Phone: 312-447-5265
Fax: 312-226-5400
e-mail: jarms@portionpaccorp.com

- ServSafe Certified Instructor
- CPR Certified Instructor
- OSHA Certified
- SNA HACCP Certified Instructor
- SNA Certified

Jan has been involved with SFSPac® since 1998. She has been responsible for the direct account oversight for the Georgia, Florida, and Tennessee territories since 2001. Her responsibilities include setting up the service schedule, account maintenance and coordinating district training sessions.

Area Managers

PATRICK DeCHEMILLY



Patrick DeChemilly
Food Safety Specialist
PortionPac Chemical Corporation
Phone: 312-447-5278
Fax: 312-226-5400
e-mail:
pdechemilly@portionpaccorp.com

- ServSafe Certified instructor
- CPR Certified

Patrick is one of the Area Managers responsible for service to schools in the state of Georgia, Tennessee, and Florida.

BERNARD MENDEZ



Bernard Mendez
Service Manager
PortionPac Chemical Corporation
Phone: 312-447-5262
Fax: 312-226-5400
E-mail: bmendez@portionpaccorp.com

- ServSafe Certified
- CPR Certified
- OSHA Certified
- SNA Certified

Bernard is a service manager in the State of Texas. He has responsibility for setting up service schedules, training new employees and overseeing program compliance with our Food Safety Specialists.

Area Managers

WALLACE WILLIAMS



Wallace Williams
Service Manager
PortionPac Chemical Corporation
Phone: 312-447-5283
Fax: 312-226-5400
e-mail:
wwilliams@portionpaccorp.com

- ServSafe Certified
- OSHA Certified
- HACCP Certified
- SNA Certified
- CPR Certified

Wallace is a service manager in the State of Texas. He has been with the company since 2003 and is responsible for quality assurance, service schedules, and district oversight.

MARCIA RHODEN



Marcia Rhoden
Service Manager
PortionPac Chemical Corporation
Phone: 312-447-5282
Fax: 312-226-5400
E-mail: mrhoden@portionpaccorp.com

- ServSafe Certified Instructor
- SNA Certified
- CPR Certified
- OSHA Certified
- HACCP Certified

Marcia is the Area Manager for the State of Virginia. She has been with the company since 2006 and is responsible for quality assurance, service schedules, and district oversight.



Consultant

MELISSA MABRY



Melissa Mabry
SFSPac® Consultant
PortionPac Chemical Corporation
1814 Hwy. 51 South
Homer, GA 30547
Phone: 312.447.5276
Fax: 800-548-5866
e-mail: mmabry@portionpaccorp.com

- ServSafe Certified Instructor
- SNS Credentialed
- Serving It Safe Trainer
- SNA Healthy Edge Trainer
- GDOE Certification, Administration & Food Service Direction

Melissa joined the SFSPac® team in July 2007. Melissa has 15 years experience as a School Nutrition Director and 2 years experience as Area Consultant for the Georgia Department of Education. She has extensive experience in training and administration in the area of school nutrition programs. Melissa's involvement will include food safety training, HACCP Assessments, SFSPac® Program Training and providing any other additional services that may be needed.



Division of PortionPac Chemical Corp.

Program Forms & Logs



Division of PortionPac Chemical Corp.

District: Sample Public Schools

Reference ID - 19969

Site Name: Sample School

Site Contact: Regina Milk

808 Bacon Street, Sample, GA

Service Tech: Jimmy Alexander

Day Serviced: Monday from 08:49 to 09:25

Sample Route 3

Service Date: 11/18/16

Areas of Review 1 - 9

- Compliant----- Formalized Training Education Modules and Quizzes
 - *Educated staff the proper use of Food Handler Gloves.*
 - *Reviewed H.A.C.C.P. Principles related to proper food preparation.*
- Compliant----- Verification of Specialized Training and Education
 - *Site Manager is keeping SFSPac Educational Module roster on file.*
 - *Staff are participating in SFSPac Education Module.*
- Compliant----- Personal Hygiene
- Compliant----- Dry Storage
- Compliant----- Cold Storage Equipment Temperature Log
 - *Equipment temperature logs current.*
- NON-Compliant-----** Cold Storage Equipment
 - *Gaskets need cleaning/replacement.*
 - *Recommended proper procedures for cleaning and maintaining cold holding equipment.*
 - *Reminded staff to clean refrigerator/freezer shelves.*
 - *Reminded staff to sweep debris in walk in.*
- Compliant----- Hand Washing Procedures and Hand Washing Areas
 - *Hand washing station(s) are accessible, equipped and properly maintained*
 - *Refilled hand soap dispenser.*
- Compliant----- Food Handler Gloves
 - *Observed Food handler gloves being used correctly during food preparation.*

Areas of Review 10 - 16

- Compliant----- Thermometer Sanitizer Cup
 - *Sanitizer tested correctly per manufacturer's specifications.*
- Compliant----- Thermometer Calibration and Documentation
 - *Thermometer calibration is being documented per district policy.*
- Compliant----- Wiping Cloth Buckets
 - *Wiping cloths stored properly in sanitizer in wiping cloth bucket.*
- Compliant----- Sanitizer Strength in Wiping Cloth Bucket
 - *Staff are documenting the testing of the sanitizer strength in the wiping cloth buckets routinely.*
 - *Tested sanitizer in bucket. Tested within manufacturer's specifications.*
- Compliant----- Sanitizer Strength in Bottle
 - *Sanitizer bottles tested correctly per manufacturer's specifications.*
 - *Staff are documenting the testing of the sanitizer strength of the sanitizer spray bottles routinely.*
- NON-Compliant-----** Food Preparation Area and Equipment
 - *Areas above eye level (tops of equipment/window ledges) require cleaning.*
 - *Ceiling intake/outtake vents dusty/dirty and need cleaning.*
 - *Ceiling tiles need cleaning.*
 - *Ceiling vents need cleaning.*
 - *Hood surround dusty/dirty and in need of cleaning.*
 - *Ledges/lips of preparation tables need cleaning.*
 - *Wall mounted fans need cleaning.*
 - *Walls need cleaning.*

Areas of Review 17 - 25

- Compliant----- Cooking
 - *Staff recording end point cooking temperatures and time correctly.*
- Compliant----- Ovens
 - *Ovens clean and in good condition.*



District: Sample Schools

Reference ID - 19969

Site Name: Sample School

Site Contact: Regina Milk

808 Bacon Street, Sample, GA

Service Tech: Jimmy Alexander

Day Serviced: Monday from 08:49 to 09:25

Sample Route 3

Service Date: 11/18/16

Areas of Review 17 - 25

Compliant----- Vents, Fans and Hoods

Compliant----- Serving TCS (Time and Temperature Control Safety Foods)

- *Serving temperatures and times are being documented correctly for TCS foods.*

NON-Compliant----- Serving Areas (Including Serving Line Area and Serving Equipment)

- *Ceiling tiles need cleaning.*
- *Ceiling vents need cleaning.*
- *Trained staff on proper cleaning of food contact and non-food contact surfaces.*

Areas of Review 26 - 33

Compliant----- Manual Dishwashing Area

- *Dishwashing area clean and in good condition.*

Compliant----- Test Strips

Not Applicable----- Sanitizer Strength in Sink

Compliant----- Sanitizer Log Current

- *Sanitizer logs current.*

Compliant----- Dishmachine Area and Dishmachine Logs

Compliant----- Stainless Steel Cleaning of Non-Food Contact Surfaces

NON-Compliant----- Floor Condition and Appearance

- *Floor drains need cleaning.*
- *Reminded staff to sweep under and behind stationary equipment regularly.*
- *Trained staff to use deck brush to remove build-up on floors.*

Compliant----- Cleaning and Sanitizing

Areas of Review 34 - 42

Compliant----- Personal Protection Equipment

- *Provided PPE - gloves*

Compliant----- Proper Mixing and Usage

Compliant----- Chemical Storage and Accessories

- *Chemicals filled and stored correctly.*
- *SFSPac representative filled bottles.*

Compliant----- SFSPac Procedure and Reference Guide

- *SFSPac Procedure and Reference Guide present and up to date.*

Compliant----- SFSPac SDS Present

- *SDS posted and up-to-date for SFSPac Chemicals.*

Compliant----- Other Chemical MSDS

Compliant----- First Aid Kit

Summary:

29.00 compliant areas, 4.00 non-compliant areas and 1.00 not-applicable areas (of 34.00 total).

Audit Points:

Training Notes:

Delsie (Manager) - Reviewed remaining annual education modules and in-service dates. Reviewed kitchen areas requiring cleaning.

Esther (Staff) - Reviewed education module on proper table cleaning using germicidal detergent.

Edna (Staff) - Trained on safe food Handling and service and holding Temperatures. Informed of cce buildup in walk-in freezer. Informed serving line shelves, bottom of serving line, bottom of prep tables and hand carts needs cleaning.



Sample Training Calendar

Child Nutrition Annual Training Calendar

Sample ISD, 2017-2018 School Year

Training Areas	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Chemical Mixing									X			
Food Contact Surfaces										X		
Thermometer Calibration											X	
Food Safety Record Keeping												X
Hand Washing	X											
Safe Food Handling		X										
Time and Temperature			X									
Receiving Foods				X								
End Point Cooking Temperatures					X							



Sample ISD

Hazardous Communication Standard Chemical Inventory

Facility _____ HCS Officer _____ Date _____

Chemical	Manufacturer	Supplier	MSDS	Hazardous	Container Size/Type	Quantity	Location of Chemical	Operation	Number of Employees Used By
			YES/NO	YES/NO					



Learning Portal

The SFSPac® Food Safety & Sanitation System is a member of the Pac® brand family of PortionPac Chemical Corporation, the leading provider of Sustainable Cleaning Systems with a 50-year history of teaching how to clean better, safer and with less detergents. Our Sustainable Solutions® are built on a foundation of corporate social responsibility that helps you minimize waste, manage food safety and guarantee essential employee education.

The SFSPac® System is the management solution for school districts focused on kitchen sanitation and safety. Offered on a set cost basis, the SFSPac® System allows for greater control over program budgets, and includes these features and benefits for no additional charge:

- Education – Over 115 courses approved for School Nutrition Association Continuing Education Units that also help meet newly mandated USDA Professional Standards requirements.
- Verification - Regular evaluation throughout the year by a Certified SFSPac® Food Safety Specialist.
- Compliance – Including new OSHA HazCom Standard 2015 requirements.
- Safety – Color-coded system ensures simple identification, easy to understand wall charts encourage proper use, and product formulations that contain no VOCs and are free of hazards according to OSHA.
- Certified Cleaners – All products are EPA registered or Green Seal™ Certified.



The U.S. Environmental Protection Agency (EPA) has recognized PortionPac Chemical Corporation as a Green Power Partner for balancing 100% of our energy use with independently-verified greenhouse gas reduction and clean energy projects from TerraPass.

'USGBC' and related logo is a trademark owned by the U.S. Green Building Council and is used by permission.

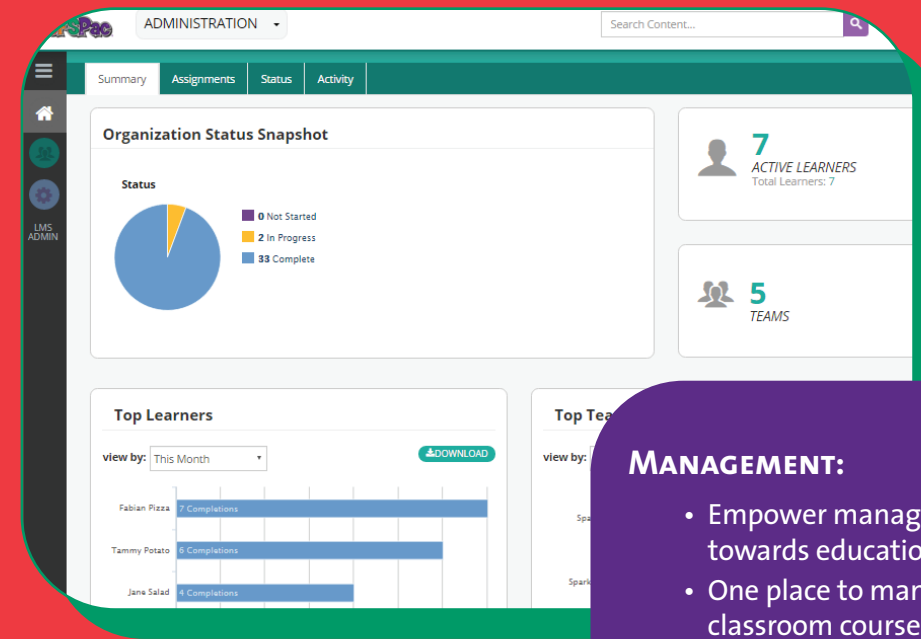
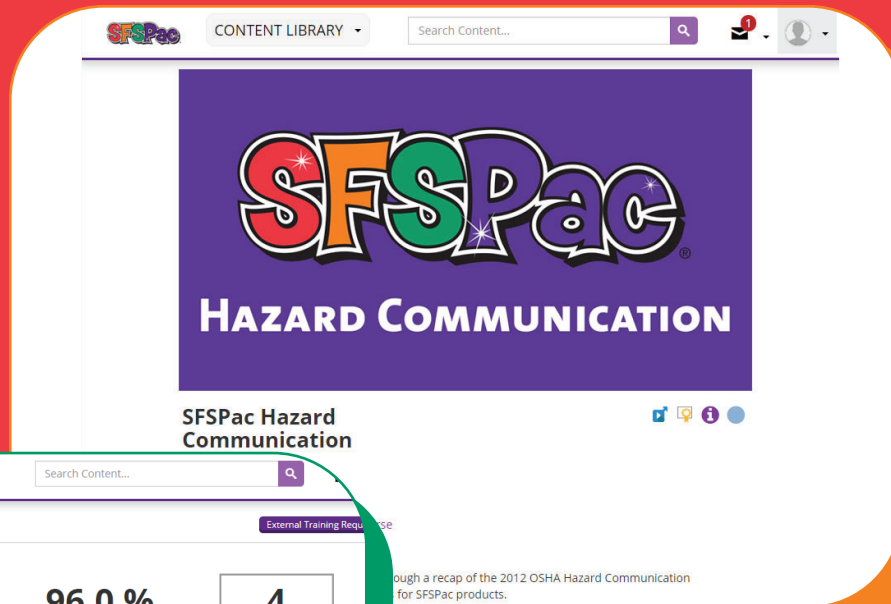
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The SFSPac® Learning Portal is our latest innovation developed for school nutrition departments that delivers easy to use, cost efficient and time saving education and training management. No other program frees your management team as effectively from the administrative challenge of tracking the USDA Professional Standards Requirements for each employee.

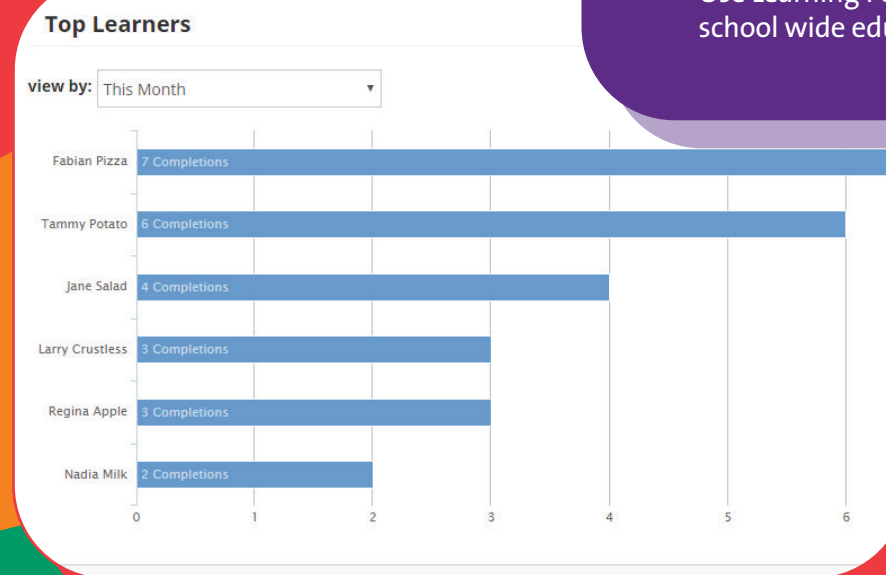
LEARNING PORTAL BENEFITS:

- Centralized management of USDA Professional Standards requirements
- Easy to navigate and track progress
- Access to a variety of online courses
- Robust analytics designed to make learning fun!



MANAGEMENT:

- Empower managers to supervise employees' progress towards education requirement compliance.
- One place to manage and track offline training events, classroom courses and online education.
- Approve employee course requests, online, from anywhere.
- Access, download and print activity for the entire district, a school or individual employees.
- Track formal certifications or targeted learning paths, such as USDA Professional Standards requirements.
- Use Learning Portal data to create engaging district or school wide education competitions and award programs.

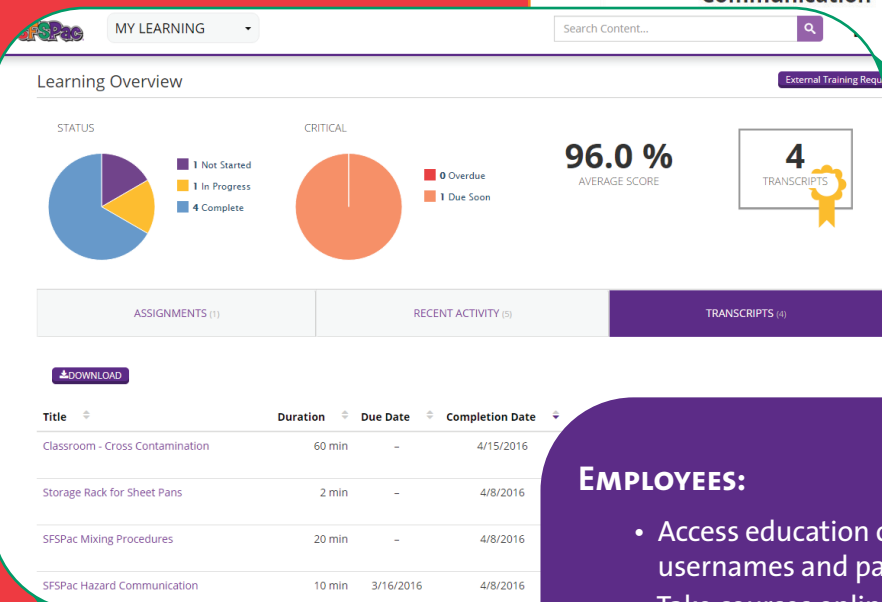


EMPLOYEES:

- Access education online anywhere, anytime with individual usernames and passwords.
- Take courses online, track progress, download and print transcripts and completion certificates.
- Self enroll in approved courses or easily identify and take assigned courses.
- Read and add user generated comments and ratings.
- Request approval for offline or online courses outside of the Learning Portal.
- Monitor progress associated with regulatory compliance, CEU's and internal learning plans.

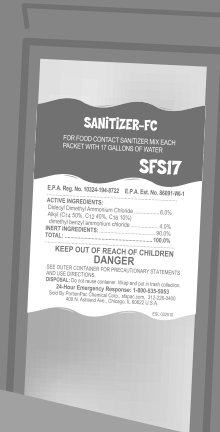
SFSPac® is the leading provider of a wide variety of onsite education. From ServSafe and HACCP training to OSHA Safety, our goal is to serve your education needs, wherever they may take you. Already faced with limited budgets and time, the new USDA Professional Standards present you with a new challenge for employees that need to meet the rigorous requirements. The SFSPac® Learning Portal was developed over 5 years ago in anticipation of a changing world where education, like everything else, is most easily accessed online from anywhere and whenever it's needed. Our cloud-based system is built around industry best practices for hardware, software, security and networking and is continuously monitored and updated to meet the cutting edge of online education standards.

Much like our SFSPac® Food Safety & Sanitation System, the Learning Portal Online Education and Management System will provide you with a birds-eye view of activity in each school and help you efficiently and cost effectively ensure compliance throughout the district.



SFSPac®

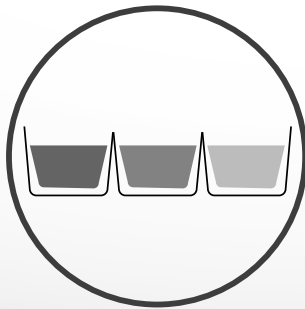
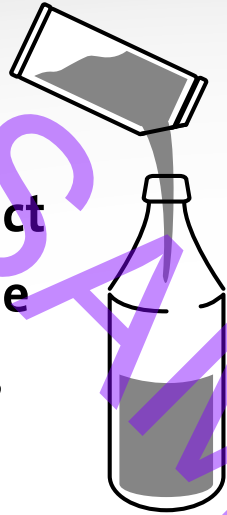
SAMPLE



2016 - 2017 Education Module Calendar

Chemical Mixing and SDS

SFSPac® pre-measures product for you – ALWAYS use just one Pac® brand pouch per bottle, bucket or sink.



Definition-

Proper mixing of chemicals is important to maintain clean and safe kitchens. It is essential that employees who are exposed to chemicals understand the requirements as set forth by the Occupational Health and Safety Act (OSHA) and the Hazard Communication Standard. Sweeping changes were made to the Standard in 2012. Product labels and SDS (Safety Data Sheets) for hazardous chemicals have more information than ever before including Pictograms, Signal Word, Hazard Statements and Precautionary Statements. You will also notice that products that do not have hazards according to the Standard, will not have any of this information.

Information-

SDS' are part of your Written Hazard Communication Program along with a list of all of the hazardous chemicals in your kitchen. The required training will provide you with detailed information about each product so you understand how to safely work with each one.

Process for Chemical Mixing and SDS-

1. Always use properly labeled, OSHA compliant bottles.
2. Know how to **Protect, Prevent and Respond** before using any chemical. The information is located in Section 2 of the SDS and on the OSHA compliant product and bottle label.
3. **Know your Pictograms.** If they appear on the labels for products in your kitchen, know what they mean.
4. PPE (personal protective equipment) information is located on each SDS in Section 8.
5. Never mix two or more chemicals together.
6. Always wash your hands after mixing and using chemicals.
7. Know the exact location of the SDS for ALL chemicals in your kitchen. If an accident takes place, provide the SDS to medical staff.
8. Follow directions for each product and the **Rule of One** when mixing SFSPac® products.

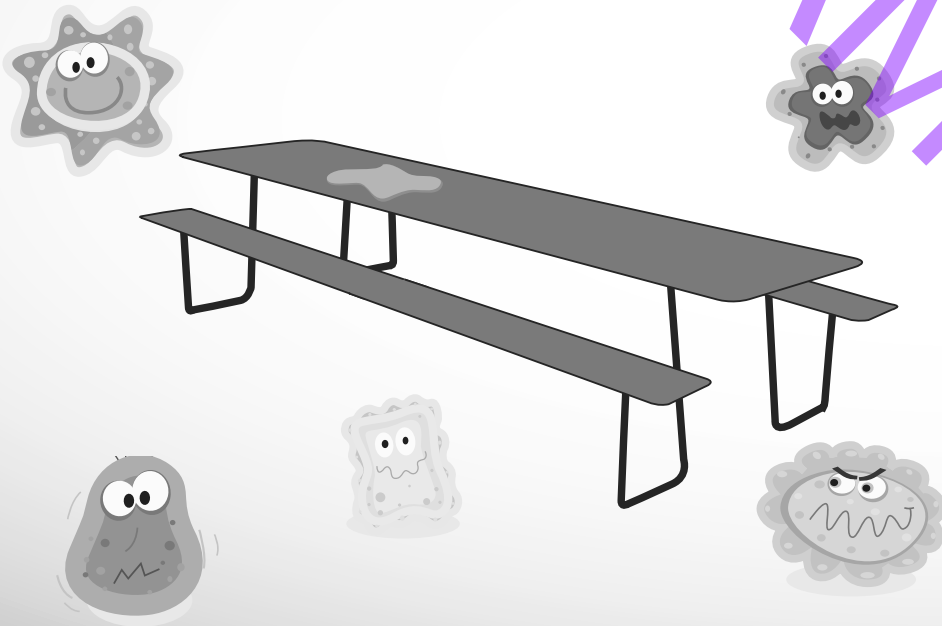
You Should Know

1. Do all chemical labels have Pictograms?
2. Where can you find PPE information?
3. Where are the SDS located in your kitchen?

This Education Module meets USDA Professional Standards Code 2620.

Table Cleaning

Several studies have found that school food service tables are the most contaminated surfaces in a school. Even more than bathroom sink faucets and paper towel handles.



This Education Module meets USDA Professional Standards Code 2620.

Definition-

Cafeteria Dining Tables require proper cleaning for the health of students and the general appearance of the dining facility. Effective cleaning will reduce the potential spread of harmful organisms to students while eating.

Information-

1. **DO NOT** spray SFSPac® Germicidal Detergent during dining periods, or when students are present. Only the SFSPac® Sanitizer buckets with wiping cloths should be used for wipe-up during breakfast and lunch periods.
2. Children should not use chemicals.

Process for Cleaning Dining Tables (**no students present**)-

1. Prepare table for cleaning by removing large debris and spills.
2. Spray table with SFSPac® Germicidal Detergent and wipe with a clean, damp cloth.
3. Rinse cloth in bucket with clear water and wipe table.
4. Ensure the surface is dry by next meal service.

Process for Cleaning Dining Tables (**students present**)-

1. Remove food spills from tables by wiping with a cloth that has been soaking in a properly prepared SFSPac® Sanitizer Wiping Cloth Bucket.
2. Wring wiping cloth to damp before wiping surface of table.
3. Rinse loose debris and food collected on cloths in plain water.
4. Ensure the surface is dry by next meal service.

Note: Cloths that are not heavily soiled or stained can be returned to the SFSPac® Sanitizer Wiping Cloth Bucket. Test SFSPac Sanitizer using a Test Strip. Change solution as needed.

You Should Know

1. When is it ok to spray SFSPac® Germicidal Detergent on tables?
2. What Table Cleaning Process should be used when students are present?
3. Why is it so important that tables are always properly cleaned?

Cross Contamination

Properly washing, rinsing and sanitizing food contact surfaces throughout the flow of food will help prevent cross contamination.



This Education Module meets USDA Professional Standards Code 2610.

Definition-

Transfer of harmful substances or disease-causing microorganisms from one food product to another through direct contact, or contact with utensils, equipment, work surfaces, or employees' hands or clothing.

Information-

The key to food safety lies in controlling time and temperature throughout the flow of food, practicing good personal hygiene, and preventing cross-contamination of microorganisms between food and food-contact surfaces.

Process to Prevent Cross Contamination-

1. Wash hands frequently. Never touch raw food and then touch ready-to-eat food without washing hands.
2. Do not allow raw food to touch or drip fluids onto cooked or ready-to-eat food.
3. Clean and sanitize food contact surfaces that touch raw food before they come in contact with cooked or ready-to-eat food.
4. Clean and sanitize wiping cloths between each use.

You Should Know

1. Where should you store cooked ready-to-eat food?
Above or below raw food?
2. Where do you store your clean wiping cloths?
3. What should you do after using a sanitized wiping cloth?



Training Log

Food Service Sanitation Program Video

School District: _____

Food Service Director: _____

Instructor _____

Location: _____ Date: _____

Name	Signature

SFSPac® Training Video Quiz

Multiple Choice - (circle the correct answer)

- Which SFSPac product is recommended for cleaning ovens, racks, hoods & fryers?
a. Sanitizer b. Germicidal Detergent c. Degreaser
- Which SFSPac product is recommended for cleaning cafeteria tables?
a. Sanitizer b. Germicidal Detergent c. Degreaser
- What are we trying to prevent when cleaning cafeteria tables?
a. Dust b. Cross-Contamination c. Grease Build-up
- To mix the SFS17 Sanitizer in the spray bottle, fill the bottle to the line with water and add:
a. 1 pac of Sanitizer b. 1 pump of Sanitizer Stock Solution c. Bleach
- Using the "Rule-of-1", how do you mix the Germicidal Detergent in the spray bottle?
a. 1 pac of SFS20 b. 1 pac of Sanitizer c. 1 pump of Germicidal Stock Solution
- What product goes in the first compartment of the 3-compartment sink?
a. Sanitizer b. All-Purpose c. Pot & Pan Detergent
- What product goes in the third compartment of the 3-compartment sink?
a. Sanitizer b. All-Purpose c. Pot & Pan Detergent
- The SFS10 All Purpose Cleaner is mixed in what color bottle?
a. Red b. Grey c. Green
- "It's cool to eat _____!"
a. in the Library b. in School c. in the Kitchen

True or False (circle correct answer)

- Wiping cloths should be stored in the Sanitizer Bucket when not being used throughout the day to prevent cross contamination. TRUE / FALSE
- The SFS20 Germicidal Detergent should be used to clean and disinfect food contact surfaces and equipment. TRUE / FALSE
- Food contact surfaces and equipment such as a Slicer, only need to be "washed" and "rinsed." TRUE / FALSE
- You should never use the SFS30 Degreaser to mop a greasy floor. TRUE / FALSE
- Gloves should always be worn when using SFS30 Degreaser. TRUE / FALSE
- The MSDS (Material Safety Data Sheets) provide important information regarding each chemical formulation. TRUE / FALSE

Education Module

Education Module Topics

General-

- Table Cleaning
- Table Cleaning with Germicidal Detergent
- Hand Washing
- Chemical Mixing and SDS
- MRSA Awareness and Prevention
- Restroom Cleaning
- Proper Personal Hygiene
- Burn Prevention
- Preventing Slips and Falls
- Proper Lifting
- Wiping Cloth Bucket
- Drain Maintenance
- Oven Cleaning
- Cross Contamination
- Food Handler Gloves
- Food Contact Surfaces

HACCP-

- Time and Temperature
- Safe Food Handling
- Thermometers and Calibrations
- Holding Foods
- Transporting Food
- Receiving
- Service Temperatures
- Cooling Food
- Reheating Food
- End-Point Cooking Temperatures
- Food safety Record Keeping

H1N1-

- H1N1 Awareness and Prevention



Education Module

Attendance Roster

School District: _____ State: _____

Education Module: _____

Instructor: _____

Location: _____ SNA CEU: _____ Date: _____

	Name <i>(As appears on Certification Card)</i>	SNA/ASFSA Identification No.	Signature





Service Temperature Log

Week of: _____

School: _____

Date	Time	Menu Item	Temperature		Temperature		Corrective Action
			Start	Initials	End	Initials	

**PLEASE REPORT READINGS THAT DO NOT FALL IN THE OPTIMAL RANGES TO THE UNIT SUPERVISOR. HOT FOODS MUST BE AT 140 ° F OR HIGHER AND COLD FOODS MUST BE AT 45 °F OR LOWER.
Corrective action must be noted if temperatures fall outside of appropriate range.**

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Sanitizer Log

School _____ Month _____ 20____

Date	Time	PPM Result	Corrective Action Taken	Signature



Low Temp Chemical Dish Machine Monitoring Form

School _____ Month _____ 20____

Date	Meal	Initials	Wash	Final Rinse	Water Press.	Test Strip	Corrective Action
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
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Directions:	Temperature Standards:
<ol style="list-style-type: none"> 1. Complete this form prior to each meal. 2. Use appropriate test strip to check sanitizer concentration. 3. Record date, initials, and temperatures for each cycle. 4. If sanitizer concentration is outside the acceptable range, indicate corrective action on form. 	<ul style="list-style-type: none"> • Wash temperature – 120-140°F (see manufacturer's recommendation) • Final rinse temperature – 75-120°F • Final rinse chlorine concentration – 50-100 PPM

Always Wear Appropriate Personal Protective Equipment.



High Temperature Dish Machine Monitoring Form

School _____ Month _____ 20____

Date	Meal	Initials	Wash	Final Rinse	Water Press.	Thermal Strip	Corrective Action
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
	B L						
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<p>Directions:</p> <ol style="list-style-type: none"> 1. Complete this form prior to each meal. 2. Attach thermal strip to a tray or plate and run through machine. 3. Record date, initials, and temperature. 4. If temperatures are outside the acceptable range or the thermal strip does not turn to black, indicate corrective action on form. 	<p>Temperature Standards:</p> <ul style="list-style-type: none"> • Wash temperature – 150-160°F • Final rinse temperature – 180-195°F • Final rinse pressure – 15-25 psi
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Always Wear Appropriate Personal Protective Equipment.