



# **INVITATION FOR BIDS MULTI-STEP**

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**FOR  
SCHOOL FOOD TEMPERATURE  
MONITORING SYSTEM**

**IFB #M1318-TM**

**DUE: JANUARY 26, 2012, 2 P.M.**

**STAGE I – TECHNICAL OFFERINGS**

**STAGE II – FINALIST’S ON-SITE EVALUATION  
& SEALED PRICING**

## **PURCHASING**

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**GREGORY MAYNARD  
PURCHASING SUPERVISOR**

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**SECTION 1 - PURPOSE OF IFB**

1.01 Purpose. The Salt Lake City School District (herein after referred to as the “District”) is seeking to purchase a food temperature monitoring system. The District is accepting bids from vendors qualified and experienced in providing computer, web-based food temperature monitoring systems that comply with standards set by the Federal Government.

**SECTION 2 - GENERAL INFORMATION**

2.01 Notices to Providers. This IFB is a multi-step bid to be conducted in two (2) stages:

**Stage I** will consist of un-priced technical offers, and will be evaluated on your responses to:

- a) the bid instructions,
- b) your solution to meeting our needs,
- c) your experience, financial stability, and history of providing such products,
- d) your reference’s responses to our inquiry.

Providers will be ranked based by total points and the top two (2) or possibly three (3) acceptable offers will be selected to evaluate during Stage II.

**Stage II** will be a two week on-site, one location evaluation by the finalists to demonstrate:

- a) Ease of use by multi-lingual staff
- b) Accuracy of the data
- c) Usefulness of the reports
- d) True compatibility and non-interference with existing wireless systems used within the district

**In addition**, the finalists will provide, in a sealed envelope, their best pricing for their system to include: equipment, software, installation, maintenance (years 1 through 10) and any other applicable costs. Pricing will then be evaluated as to initial and ongoing costs and compared to the available budget. If the lowest cost provider is within the budget, a contract will be awarded by the issuance of a purchase order. If not, the district reserves the right to cancel the IFB should the costs exceed the budgeted amount.

This invitation for bids is designed to provide interested providers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or to exclude any relevant or essential data there from. Providers are at liberty and are encouraged to expand upon the specifications to evidence their product’s full capability. However, proposals should be concise and to the point, addressing the requested information as the primary focus.

2.02 Background. SLCS D is an urban district with 3 high schools, 5 middle schools, 3 alternative schools, 26 elementary schools and 1 district warehouse. Each school kitchen operates a walk-in cooler and freezer (exception: one extra walk-in unit is located at Ensign Elementary and Uintah Elementary, and two extra walk-in units are located at Meadowlark Elementary). The district warehouse has a large cooler and an extra-large freezer storage area.

The district enrolls over 24,000 students in grades K-12, with 55% ethnic minority and 61% economically disadvantaged. There are over 100 languages and dialects spoken in the district. All schools but one charter school (Open Classroom) are connected to the Internet via GEOMAX fiber connections. The SLCS D currently uses Microsoft Active Directory. The district has over 11,000 PC’s running Windows XP and about 430 Apple computers, iPads & iPods. Approximately 2,500 computers and Apple devices are running wireless using a CISCO access system.

2.03 Issuing office and IFB Reference Number. The Purchasing Department is the issuing office for this IFB and all subsequent addenda relating to it. The reference number for this IFB is M1318-TM. This number must be referred to on all proposals, correspondence, and documentation relating to the IFB.

2.04 Response Date. In order to be considered for selection, your bid must be received in the Purchasing Office (440 E 100 S, Salt Lake City, Utah 84111) no later than 2 p.m. current Mountain Time on January 26, 2012. Paper copies (one (1) original, plus three (3) copies) will be accepted. Any proposal in route: either in the mail or at any other location on the campus will not be considered timely and will be left unopened. Proposals received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the IFB will be available for public inspection. With regard to confidentiality, please see section 2.13 hereof.

2.05 Inquiries. All inquiries or requests for clarification or interpretation arising subsequent to the issuance of this IFB, that could have a significant impact on the responses to the IFB, should be submitted electronically via e-mail to Greg Maynard at: greg.maynard@slcschools.org. He will redirect the question to the appropriate district person for a response.

Questions and answers will be consolidated and made available via the district web site to all suppliers on record as having received this IFB. All inquiries must be received no later than 2:00 p.m. Mountain Time on January 19, 2012.

2.06 Important Dates. The following are approximate dates for this IFB and may be adjusted as necessary:

Bid Issued	January 4, 2012
Inquiry Questions Due	January 19, 2012
Proposal Response Date	January 26, 2012
First Evaluation Period	January 27-February 9, 2012
Finalists Notification	February 10, 2012
Second Evaluation Period	February 21-March 6, 2012
Selection & Recommendation to Board	March 13, 2012
Selection Notification	March 21, 2012
System Installation & Training	Begin as soon as possible
System Up and Running (NLT)	July 1, 2012

2.07 Second Evaluation. A two week period evaluation of the selected finalists' systems will be conducted tentatively from February 21 to March 6 to demonstrate their product's capabilities. The location will be at the sole discretion of the District. This demonstration will be made at the vendor's expense. Note: the vendor's original proposal cannot be changed in any aspect at the evaluation as the purpose is to demonstrate the system's capabilities and effectiveness.

2.08 Gratuities. By written notice to all firm(s), the School District may disqualify from consideration and subsequent contract any firm if it is found by the School District that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the firm, or any agent or representative of the firm, to any officer or employee of the School District with the intent to secure any contract or secure favorable treatment with respect to this IFB and any future purchase.

2.09 Award of the Contract. The Purchasing Department is the only agency authorized to award a contract for purchases above \$750. All pertinent School District policies and State of Utah purchasing codes and State procurement policies and procedures apply.

2.10 Contract Period. It is anticipated that this IFB may result in a single award contract. The contract period will be for five years, with subsequent years being awarded based on functional value and performance.

2.11 Price Guarantee Period. All pricing must be guaranteed for a minimum of 1 year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, be made 30 days prior to the effective date, must be supported by sufficient documentation and may not exceed the original mark up or down percentage of the original offering. Any adjustment or amendment to the contract will not be effective unless approved by the Director of Purchasing. Also, the District will be given the immediate benefit of any price decrease in the market or allowable discount.

2.12 Protected Information. State procurement rules as well as the Government Records Access and Management Act ("GRAMA"), Section 63-2-101 et seq., Utah Code Ann. (1953), as amended provides that information in the successful proposal(s) submitted may be open for public inspection after the contract has been awarded. If a firm desires to have certain proprietary information contained in its proposal(s) protected from such disclosure, the firm may request that the School District consider such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (GRAMA, Section 63-2-308). Use Attachment B. Pricing elements of any proposal will not be considered protected. All material contained in and/or submitted with the proposal becomes the property of the School District and may be returned only at the School District's option. Submit claims of confidentiality on the provided form or also found at: <http://www.slcschools.org/depts/purchasing/pdf/confidentialityclaim.pdf>

2.13 District Contacts. All inquires relative to this IFB must be directed to the following individuals:

Gregory Maynard – Purchasing Supervisor – Primary Contact (801) 578-8464

Kelly Orton – Director of Support Services – Secondary Contact (801) 974-8380

No other SLC School District employee, board member or evaluation committee member should be contacted concerning this IFB during the selection process. Failure to comply with this requirement may result in disqualification.

2.14 Incurring Costs. The School District will not be liable for any cost which firms may incur in the preparation or evaluation of their bid and system. Responses to the IFB should be concise, straightforward and prepared simply and

economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, there is no intent within these instructions to limit the IFB's content or to exclude any relevant or essential data there from.

2.15 Addendum to IFB. In the event that it becomes necessary to revise this IFB in whole or in part, an addendum will be provided to all firms on record as having received this IFB. Said addendum(s) will be posted on the school district's web site: <http://www.slcschools.org/depts/purchasing/solic/index.html>. Respondents are responsible to check this web site for the most current information regarding this IFB.

2.16 Authorized Firm Representatives. The IFB proposal will list the name, title, office address, telephone number, e-mail address, and fax number of the person(s) authorized to represent the firm regarding this IFB. The School District reserves the right to negotiate a change in the individual assigned to represent the firm awarded any contact if the assigned representative is not supplying the needs of the School District appropriately. The right shall carry forward through the response period and during the term of any contract.

2.17 Remedies. The laws of the State of Utah shall apply in all disputes arising out of this IFB, without regard to choice. State of Utah law will rule.

2.18 Compliance. The vendor hereby agrees to abide with all applicable federal, state, county and city laws, statutes and regulations and to be responsible for obtaining and/or possessing any and all permits and licenses that may be required.

2.19 Acceptance of Services/Products Rendered. The School District, through its designated agents and representatives, will be the sole determining judge of whether services/products rendered under the proposal satisfy the requirements as identified in the proposal.

2.20 State and Local Taxes. The School District is exempt from sales and excise taxes. Exemption certification information appears on all purchase orders issued by the School District and such taxes will not apply unless otherwise noted. Contact the Purchasing Department for a copy of the tax exemption certificate: TC-721G.

2.21 Anti-Collusion. The submittal of a proposal constitutes agreement that the firm has not divulged its proposal to firms, nor has the firm colluded with any other firms or parties to a proposal what-so-ever.

2.22 Indemnification. The firm shall hold harmless, defend and indemnify the Purchasing Department, Salt Lake City School District, and its respective officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance of any contract, or (b) any act, error, or omission on the part of the firm, or its agents, employees, or subcontractors.

2.23 Insurance. As appropriate, the firm shall maintain, during the term of any resulting contract, comprehensive General, Contractual, Professional and Errors and Omissions (E&O) Liability Insurance and Employee Dishonesty bonding coverage or such coverage's as required by Federal, State, and local laws governing the services/product described herein. Proposers shall also maintain all employee-related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to any resulting underwriting contract.

2.24 Restrictions. Responders to the IFB must clearly set forth any restrictions or provisions deemed necessary by them to effectively service any proposed contract.

2.25 Right to Reject. The School District reserves the right to reject in whole or in part any response to this IFB and to waive any informality or technicality in the IFB that is in the best interest of the School District. Subsequent procurement, if any, will be in accordance with Salt Lake City School District contractual action. Non-compliance with the conditions of this IFB may result in disqualification of the offending firm.

2.26 Protest Procedures. A protest of a solicitation must be filed in writing with the Purchasing Department before the solicitation due date and time. A protest of the award shall be submitted in writing to the Purchasing Department within five working days after the aggrieved person knows or should have known of the facts giving rise thereto. The protest shall include: 1) Name, address, and phone number of the protestor; 2) The original signature of the protestor or its representative; 3) A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; 4) The form of relief requested.

### SECTION 3 - SPECIFICATIONS

3.01 Scope. In order to be considered, submitted bids must address the following areas:

- System capabilities to monitor and record food temperatures through all stages of the food storage, preparation and holding process
- System's ease of use

- Description of equipment and software used
- System communication means, i.e. compatibility with district’s wireless systems, 900 MHz preferred.
- Data Collection and Security, i.e. must be able to view data by device location live or archived
- System’s ability to be customize to client’s needs
- Web based or not
- Alerts - how are they sent out
- What, where, when and how the monitoring takes place
- What reports are available and if customized reports are available
- Reports must be easy to read and decipher by individual location or system wide summary.
- Archival of data
- Technical support – what, when, by whom
- Training provided – what, when, by whom
- Warranties
- Installation time
- Any special IT requirements
- Any other areas not addressed above that should be considered

3.02 Minimum Requirements. A vendor’s system must meet Federal requirements for food safety and sanitation, (Hazard Analysis and Critical Control Points – HACCP) and work within the district’s wireless system.

#### SECTION 4 - IFB RESPONSE OUTLINE

4.01 IFB Response Outline. IFB’s must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All IFB’s must be organized and tabbed to comply with the following sections:

A. IFB Certification Form. Completed and signed

B. Executive Summary. A one to two page executive summary briefly describing your firm’s proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by your firm. Proprietary information requests should be identified in this section for consideration. Use provided form.

C. References: Vendor must submit references from three (3) separate school districts, one of which must be in Utah. Please use the provided form – Attachment A

D. Organization and Financial Documents: Interested parties must submit a brief company history, and organization chart showing which persons will be assigned to implement and support your system if purchased and they must submit an “Income Statement” and “Balance Sheet” for the past three years.

#### SECTION 5 - PROPOSAL EVALUATION

5.01 Proposal Evaluation Criteria. The criteria to be used by the selection committee to evaluate the IFB:

**Stage I** - the specific and concise information relating to paragraphs 2.01, and Sections 3 & 4.

RESPONSE to the IFB to include demonstrated understanding of the IFB and responded as instructed. 10%

RESPONSES to section 3 – Specifications. 55%

FIRM’s EXPERIENCE & HISTORY to include years in business, financial stability, and support organization’s personnel experience. 20%

REFERENCES to include three school districts comparable in size and environment to the SLCS. List the contact person, his/her involvement with the product. Their responses to our questions. 15% Use Attachment A

**Stage II A**

DEMONSTRATED TECHNICAL FEATURES – two week on-site evaluation to include: Compatibility & non-interference with existing wireless systems in use by the district; Ease of install, ease of use, access and maintenance; Demonstrated ability to meet the district’s monitoring and reporting needs.

Note: If finalists can demonstrate that they can meet the needs of the district without interfering with the district’s wireless communications systems, then cost will be the deciding factor if within budget. If none of the finalists can meet the above requirement, then the district reserves the right to cancel the IFB.

**Stage II B**

COSTs – Sealed separately - to include and listed separately: initial purchase, annual maintenance and training costs with estimate time required for training. Use Attachment C.

- 5.02 Evaluation. The School District reserves the right to be the sole judge as to the overall acceptability of any proposal or to judge the individual merits of specific provisions within competing offers. Upon completion of the evaluation process, all firms will be notified of the selection committee’s decision.

**CERTIFICATION OF PROPOSAL**

We have read the Salt Lake City School District Invitation for Bids and fully understand its intent. We certify that we have adequate personnel and resources to fulfill the proposal requirements. We further understand that our ability to meet the criteria and provide the required services/product shall be judged solely by the Salt Lake City School District.

We further certify that, since the receipt of this IFB, no contact, discussion, or negotiation have been made nor will be made regarding this request with any Salt Lake City School District employee or board member other than the listed contact people in the IFB. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this IFB, in the State of Utah.

We certify that all schedules and addenda contained herein shall be considered part of the entire IFB response and that the complete document submitted shall be considered a legally binding document.

Submitted by: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachments A: REFERENCES**

Provide a list of three (3) school districts, one of which is in Utah who have had a minimum of two years experience with your product. Provide the information listed below.

1. Name of UTAH School District:

Address Location:

Contact Person/Title:

Phone # of Contact:

Contact person's involvement with your product:

E-mail Address of Contact:

Number of Schools

What equipment are you providing by type?

How long have you provided this service?

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2. Name of School District:

Address Location:

Contact Person/Title:

Phone # of Contact:

Contact person's involvement with your product:

E-mail Address of Contact:

Number of Schools:

What equipment are you providing by type?

How long have you provided this service?

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3. Name of School District:

Address Location:

Contact Person/Title:

Phone # of Contact:

Contact person's involvement with your product:

E-mail Address of Contact:

Number of Schools:

What equipment are you providing by type?

How long have you provided this service?

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Explanatory Notes, if needed:

**Attachment B**



**CLAIM OF BUSINESS CONFIDENTIALITY**

Pursuant to Utah Code Ann., Sections 63G-2-304-305 and 308, \_\_\_\_\_

(Company name)

asserts a claim of business confidentially to protect the following information submitted as part of this Invitation for Bid.

This claim is asserted because this information requires protection as it includes:

[ ] trade secrets as defined in Section 13-24-2 (“Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

[ ] commercial information or non-individual finance information obtained from a person if: a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; and (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Ann. § 63G-2-305 or 305 are classified public or if the governmental entity determines that the record should be released after balancing interests under Utah Code Ann. § 63G-2-201(5)(b) or Utah Code Ann. § 63G-2-401(6). See Utah Code Ann. § 63G-2-308.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title

Non-Discrimination Statement: The Salt Lake City School District does not discriminate on the basis of age, color, disability, gender, gender identity, national origin, pregnancy, race, religion, or sexual orientation in its programs and activities, except where appropriate and allowed by law. The following person has been designated to handle inquiries and complaints regarding prohibited discrimination, harassment, and retaliation: Kathleen Christy, Assistant Superintendent, 440 East 100 South, Salt Lake City, UT 84111, 801-578-8251. You may also contact the Office for Civil Rights, Denver, CO, 303-844-5695.

**Attachment C: COSTS**

Submit this attachment only in Step II if you are selected as a finalist and as part of your on-site evaluation.

Equipment and software for 39 locations: 3 High Schools, 8 Alternate/Middle Schools, 26 Elementary Schools, 1 District Warehouse, and 1 Child Nutrition Office as the master/central control. (A listing of schools by location is available upon request.)

**Initial Costs:**

It is anticipated that the following basic equipment will be needed by location:

Router w/internet connection and software – 1 each per site (39 total units)

Freezer/Refrigerator Equipment Monitor – 1 each per storage unit (80 total units)

Handheld Temperature Monitor – 1 per Elementary School; 2 per Alternative/Middle School; 4 per High School; and 4 additional units for the District Warehouse and POD Kitchens (58 total units)

Equipment:

Description	Number	Unit Cost	Extended Cost	Comments
_____	_____	\$ _____	\$ _____	
_____	_____	\$ _____	\$ _____	
_____	_____	\$ _____	\$ _____	
_____	_____	\$ _____	\$ _____	
_____	_____	\$ _____	\$ _____	
_____	_____	\$ _____	\$ _____	

Freight Costs \$ \_\_\_\_\_

Software Costs \$ \_\_\_\_\_

Installation Costs \$ \_\_\_\_\_

Warranty Fee \$ \_\_\_\_\_

Other Cost: \_\_\_\_\_ \$ \_\_\_\_\_

=====

TOTAL COST \$ \_\_\_\_\_

**Year 2-5 Costs**

Annual Software Subscription \$ \_\_\_\_\_

Annual Maintenance Support Fee \$ \_\_\_\_\_

Annual Warrant Fee \$ \_\_\_\_\_

Software Upgrade Fee \$ \_\_\_\_\_

Any Other Annual Costs \$ \_\_\_\_\_

Any projected markup percentage fee \_\_\_\_\_ % \$ \_\_\_\_\_

Explain:

\_\_\_\_\_

\_\_\_\_\_

TOTAL LIFE CYCLE COST OVER 5 YEARS \$ \_\_\_\_\_