

SERIAL 12149 RFP FOOD SERVICE WORKER ONLINE TRAINING, TESTING AND CLASSROOM TRAINING PROVIDER

DATE OF LAST REVISION: June 05, 2013

CONTRACT END DATE: June 30, 2016

CONTRACT PERIOD THROUGH JUNE 30, 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **FOOD SERVICE WORKER ONLINE TRAINING, TESTING AND CLASSROOM TRAINING PROVIDER**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 05, 2013**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JG/mm
Attach

Copy to: Office of Procurement Services
Tom Maglio, Environmental Services
Ken Conklin, Environmental Services



CONTRACT PURSUANT TO RFP

SERIAL 12149 -RFP

This Contract is entered into this 5th day of June, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and StateFoodSafety.com, a Utah corporation ("Contractor") for the purchase of Food Service Worker Online Training, Testing and Classroom Training Provider services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 5th day of June, 2013 and ending the 30th day of June, 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for fee adjustments must be submitted sixty (60) days prior to the current Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract serial number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date of service or delivery

- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any State agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract.

Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 **INSURANCE REQUIREMENTS:**

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

- 6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

- 6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
 - 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
 - 6.4.4.2 Terminate the Contract for default.

6.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

StateFoodSafety.com
Christie H. Lewis, Ph.D., President
507 East Technology Avenue, Bldg C
Orem, UT 84059

6.6 REQUIREMENTS CONTRACT:

6.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.6.3 Purchase orders will be cancelled in writing.

6.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.8 TERMINATION FOR DEFAULT:

6.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.10 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.12 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.15 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.15.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.15.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and

document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.17 ALTERNATIVE DISPUTE RESOLUTION:

6.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.17.1.1 Render a decision;

6.17.1.2 Notify the parties that the exhibits are available for retrieval; and

6.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.19 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.21.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.22.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23 CONTRACTOR LICENSE REQUIREMENT:

6.23.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of

Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

- 6.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 6.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

- 6.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.25 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.27 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.28 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.28.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.28.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.29 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.29.1 Exhibit A, Pricing;

6.29.2 Exhibit B, Scope of Work;

6.29.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

6.29.4 Exhibit D, FSW Online Course Curriculum and Test Criteria Evaluation Checklist

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Christie H. Lewis, Ph.D.
AUTHORIZED SIGNATURE

CHRISTIE H. LEWIS, Ph.D. President, StateFoodSafety.com
PRINTED NAME AND TITLE

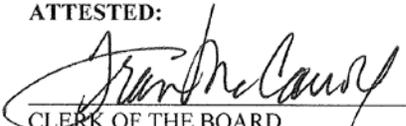
507 E. Technology Ave Bldg C Orem, UT 84097
ADDRESS

4.17.13
DATE

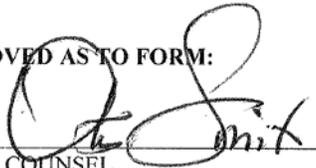
MARICOPA COUNTY

 JUN 05 2013
CHAIRMAN, BOARD OF SUPERVISORS DATE

ATTESTED:

 JUN 05 2013
CLERK OF THE BOARD DATE

APPROVED AS TO FORM:

 5/16/13
LEGAL COUNSEL DATE

**EXHIBIT A
PRICING**

SERIAL 12149-RFP
 NIGP CODE: 92416
 RESPONDENT'S NAME: StateFoodSafety.com
 COUNTY VENDOR NUMBER : _____
 ADDRESS: 507 E Technology Ave, Bldg C

Orem, UT 84097
 P.O. ADDRESS: N/A
 TELEPHONE NUMBER: (801) 805-6785
 FACSIMILE NUMBER: (801) 226-4315
 WEB SITE: www.statefoodsafety.com
 CONTACT (REPRESENTATIVE): Christie H. Lewis, Ph.D.
 REPRESENTATIVE'S E-MAIL ADDRESS: chi@statefoodsafety.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT Yes

PAYMENT TERMS
 NET 30 DAYS

1.0 PRICING:

*All costs associated with this program are to be applied against fees charged to Clients by Contractor.
 The County does not assume any cost liability for the provisions of these services. the Clients.
 The line items below reflect the charges to be applied to

ITEM DESCRIPTION	<u>Online training and testing (combined)</u>	<u>\$8.00</u>
ITEM DESCRIPTION	<u>Classroom training and testing (combined)</u>	<u>\$14.00</u>

**EXHIBIT B
SCOPE OF WORK**

1.1 MCESD/Arizona Specific Requirements:

The CSO must comply with all MCESD policies and all Federal, State and County regulations associated with food handling and preparation contained within the Maricopa County Environmental Health Code (MCEHC) Chapter VII. This includes MCESD’s identification requirement of proof of lawful presence for FSW card issuance.

The CSO shall place all information regarding proof of lawful presence on the webpage and certificate to be designed by CSO.

All customizations provided by CSO to County shall be available in full audio in English, Spanish, Mandarin, Korean and Vietnamese.

1.2 Fee waiver Instruction

1.2.1 MCESD retains the responsibility for FSW classes/tests in which a waiver of the Food Service Worker card fee is demonstrated and approved by the Board of Health. This includes K-12 culinary arts school programs or other similar curriculum based programs when these operators and programs shall obtain a fee waiver from the Board of Health in accordance with the provisions set forth in Chapter 1, Regulation 5 (a) (1) and (2) of the Maricopa County Environmental Health Code. The CSO may enter into an agreement directly with these operators for services rendered and may offer a reduced rate for these services not to exceed the contractually agreed upon cost for an individual.

1.2.2 The CSO shall train and test, whether online or in the classroom, up to 500 qualifying students annually at no cost to the student or MCESD. If more than 500 students require fee-waivered training within a calendar year, CSO will offer the training at a cost of \$5.00 per course and test to be paid by MCESD.

1.3 Training and Testing Criteria

1.3.1 Training

1.3.1.1 The CSO shall inform customers prior to registering for the online course or classroom instruction of the lawful presence requirement.

1.3.1.1.1 CSO shall continue to comply with this state and county requirement. Students will see the information contained on the website prior to purchasing the Online FSW Course. Students registering for classroom training will also be informed of this requirement on the website, by support representatives when scheduling classroom sessions, and by the classroom instructor. The proof of lawful presence requirement is also outlined on the certificate of course and test completion.

1.3.1.2 The CSO shall create and provide an online interactive training course. The course must include, but not be limited to the topic areas itemized in the FSW Online Course Curriculum and Test Criteria Evaluation Checklist (see Exhibit D). The CSO shall also offer classroom instruction and shall be of the same content as the online interactive training course and test and shall be available in English, Spanish, Mandarin, Korean, Vietnamese and ASL. For those with special needs the training course and test may be varied upon the approval and accreditation of the MCESD.

1.3.1.3 The course shall include interactive exercises (e.g. games, videos, and or quizzes) within or after each topic area section.

- 1.3.1.3.1 The CSO Online Food Service Worker Course includes interactive elements for each section of the course (8 in total). Four of the interactive assets are simulation games and/or enhanced learning activities and the remaining four are ungraded review quizzes. Video simulation of the proper procedure for hand washing is also incorporated.
 - 1.3.1.4 The course shall be available in full audio English, Spanish, Mandarin, Korean, Vietnamese and full video ASL. The County may, at its option, choose to add additional languages which would be addressed via a change order to the agreement.
 - 1.3.1.5 The course shall be at least 60 minutes in duration.
 - 1.3.1.6 Each section of the course shall be set up in such a manner in which each section is to be completed in its entirety before allowing the trainee to move on.
 - 1.3.1.6.1 CSO shall configure each asset (i.e., content slide, activity, video, etc.) of the Online Food Service Worker Course to ensure it is viewed in its entirety before the student can progress in the course. Once an asset has been viewed in its entirety, however, the student may return to it as desired for review. Asset protection ensures that a food service worker may not skip to the test before completing the entire Online Food Service Worker Course.
 - 1.3.1.7 All course content and future modifications shall be reviewed and authorized by MCESD prior to implementation.
 - 1.3.1.8 The CSO shall provide a toll free number for customer technical support. The CSO support team shall be available from 7AM-7PM Monday through Friday (excluding holidays). Calls shall not be answered by an automated queue during business hours. Email and web support shall be responded to within two hours of receipt.
 - 1.3.1.9 The CSO shall maintain a phone number by which FSW participants may call to schedule classroom training. The support numbers are 800-675-7057 or 602-288-8643.
 - 1.3.1.10 The scheduling phone number must have the capability of communicating in English and Spanish. The support numbers are 800-675-7057 or 602-288-8643.
 - 1.3.1.11 The CSO shall be responsible for delivering FSW classroom training within 3 business days of scheduling.
 - 1.3.1.12 MCESD reserves the right to validate the staff credentials of the CSO.
 - 1.3.1.13 MCESD reserves the right to audit the CSO online course and classroom instruction.
- 1.3.2 Testing (Offsite, Online)
- 1.3.2.1 After completion of the online course or classroom presentation, the CSO shall administer an online FSW certification test.
 - 1.3.2.2 The online test shall consist of a minimum of 40 randomly selected, multiple-choice questions covering all topics areas as outlined in the FSW Online Course Curriculum and Test Criteria Evaluation Checklist. The test shall be generated from a bank of at least 200 questions. All test questions shall be reviewed and authorized by MCESD prior to implementation.
The test bank is comprised of four, 50-item question pools. Each question pool covers one of the major topic modules contained in the FSW Course, specifically Food Hazards, Personal Hygiene, Cleaning & Sanitizing, and Time & Temperature Regulation. Students are issued test attempts which pull 10 questions—at random—from each question pool, totaling 40 questions per test. Tests are re-pooled for each attempt.

- 1.3.2.3 The test shall be provided in English, Spanish and Chinese. The County may, at its option, choose to add additional languages which would be addressed via a change order to the agreement.
- 1.3.2.4 A passing score is 80%, based on correctly answering a minimum of 32 questions (32 out of 40).
- 1.3.2.5 If an individual does not successfully pass on the first attempt, the individual shall be allowed to take the test as many times as needed in order to achieve the 80% qualifying score.
- 1.3.2.6 After successfully passing the test, the CSO shall guide the passing individuals print out a bar-coded certificate of completion. The CSO shall instruct the customer to take the certificate along with proof of lawful presence to one of the FSW testing offices to obtain a FSW card.

1.4 Technical Requirements (General)

1.4.1 Certificate of Completion and Verification

- 1.4.1.1 The CSO shall provide a hosted web application via which MCESD can validate the confirmations and certificates provided by the customers upon completion of the training and test.
- 1.4.1.2 The CSO shall have the technological capacity to generate printable bar-coded confirmation / certificate of passing score.
- 1.4.1.3 The certificate shall have the following information; CSO identification, customer name, customer date of birth, date of test completion, expiration date (**three** years after test completion), bar-code with unique verification number and test score. The certificate shall also have a listing of the MCESD FSW testing locations.
- 1.4.1.4 The certificate bar-code shall be scan-able for verification purposes and contain all of the information detailed in section 2.3.1.3 with the exception of the MCESD FSW testing locations.

1.4.2 Certificate Bar-Code Verification

- 1.4.2.1 The certificate bar-code shall be the primary means of verifying the validity the certificate of completion and shall be scan-able via Wasp WLR8900 CCD LR (long-range) barcode scanners that will be provided by MCESD and utilized at all FSW testing locations.
- 1.4.2.2 The information referenced in section 2.4.1.3 shall populate on the CSO's verification website when the barcode is scanned by MCESD. The CSO shall also provide an alternate method for verification in the event of equipment failure.

1.5 Technical Requirements (Onsite Testing)

- 1.5.1 In addition to the online training and testing services, the CSO shall provide onsite equipment to facilitate the proctoring the test portion only at the MCESD locations listed below:

Eastern Regional Office
1255 West Baseline Road, Suite 266
Mesa, AZ 85202
Phone: (480) 820-7655

Northern Regional Office
15023 North 75th Street
Scottsdale, AZ 85260
Phone: (480) 483-4703

Western Regional Office
16140 North Arrowhead Fountain Center, Suite 105
Peoria, AZ 85382
Phone: (623) 939-5788

Mobile Food Office
1645 East Roosevelt
Phoenix, AZ 85006
Phone: (602) 506-6872

The CSO shall provide a turnkey system with end-to-end maintenance and support of all system components and issues.

The CSO shall provide suitable space for classroom training in a centralized location as approved by the Department.

1.5.2 Hardware

1.5.2.1 The CSO shall provide online portals via computer kiosks at each FSW testing location as approved by MCESD. The actual number of units shall be determined by CSO based upon fluctuations in usage at each location.

1.5.2.2 The CSO shall provide functionality where the unique certificate of completion can be emailed or accessed on a online database by a FSW site specific location for the access of MCESD clerks.

1.5.2.3 The County shall provide a secure location for the storage of the hardware provided by the CSO. The equipment shall remain the property and responsibility of the CSO. At no time shall the County accept ownership of or responsibility for the equipment. CSO equipment service provider will perform periodic visual inspections of the equipment and provide repairs on a as needed basis at no cost to County.

1.5.2.4 The CSO shall ensure that the hardware shall be dedicated to test proctoring and cannot access alternative programs or media.

1.5.2.4.1 The CSO shall ensure/provide the following:

- Routers, firewalls, and switching equipment will be secured away from student access.
- Physical firewalls will be installed at each MCESD FSW testing location to prohibit internet access to any websites other than those hosted by StateFoodSafety.com.
- Students will be prohibited from downloading any unauthorized materials (i.e., anything unrelated to the course, test, and certificate).
- Firewalls will allow StateFoodSafety.com team members to monitor computer usage, network uptime, and individual kiosk usage.
- All hardware ports, other than those required by the headphones, keyboard, and mouse, will be disabled.
- The basic-input-output-system, or *BIOS*, will be configured to reject any physical storage devices.
- “Right click” will be disabled in the operating system to limit access to computer files and menus.

1.5.3 Support

- 1.5.3.1 The CSO shall be responsible for the end-to-end maintenance and support of all system components and issues. The CSO shall maintain responsibility, from implementation throughout the life of the contract, for system updates, maintenance, and support of the entire Online FSW training and testing program. Weekly housekeeping will ensure hardware is well stocked and will confirm the condition of equipment.
- 1.5.3.2 The County shall not supply or stock the CSO provided equipment.
- 1.5.3.3 The CSO shall also assume responsibility for the maintenance and repair of the existing Fargo 550 FSW card printers at each location. The fleet of existing card printers will be replaced by the CSO as needed with the Fargo DTC-4500 FSW cards printers or equivalent. The County has currently replaced two of the old Fargo 550 models with DTC-4500 models. The CSO will also be responsible for the maintenance and repair of the new card printers once installed.
- 1.5.3.4 The CSO shall provide a technical support phone number for the use of MCESD employees in the event of an equipment failure. The support number shall be available during normal business hours (8AM – 5PM Arizona Time, Monday thru Friday). The County shall attempt minimal technical support at the direction of the CSO.
- 1.5.3.5 The CSO shall make available onsite technical support if the direction of the phone support fails to resolve the issue(s). Response times shall be at a maximum of 4 hours from receipt of request, while keeping within normal business hours.
- 1.5.3.6 The CSO shall provide all system updates and shall inform MCESD in a timely manner concerning any system downtimes or failures.
 - 1.5.3.6.1 As necessary to maintain secure and functional systems, CSO will update each kiosk computer with relevant updates to hardware, software, drivers, etc. Updates will be performed when MCESD FSW testing locations are closed or as directed by MCESD. All onsite visits and any required downtime will be scheduled with MCESD officials in advance.

1.5.4 Connectivity

- 1.5.4.1 The CSO shall provide a wireless or equivalent connection for the equipment that is separate and secure from Maricopa County's network. The network shall fulfill all infrastructure needs to connect to CSO hosted application. The County shall not allow any third party equipment access to its network. Installation of all hardware by the CSO shall not require any physical plant modifications at MCESD locations. MCESD requires a "plug and play" application. Installation shall be completed in accordance with an agreed upon deadline by the CSO and MCESD.

1.6 Finance

- 1.6.1 CSO shall charge the course and test participants per the schedule of charges established in Attachment A. In no event is the County to incur costs associated with the provision of the services or equipment. CSO shall have the capability of accepting cash payments with no additional cost or "service" fees associated with cash payments. The CSO shall be the sole source handing cash payments.

StateFoodSafety.com will charge FSW participants for the course and test according to the fee schedule outlined in Attachment A. Maricopa County shall incur no cost for use of any of the services described in this proposal.

To facilitate cash payments, CSO shall provide cash collection (or “*bill collection*”) kiosks to be installed at each FSW testing location. These kiosks will enable food service workers to pay for their online training with cash by following simple instructions.

Each kiosk will be fully customized to walk the student through each step of the registration process in English and Spanish.

Once the food worker has successfully completed their transaction and created an account, they will select a workstation and begin their training.

CSO will be responsible for collecting cash from the kiosk machines and will not require MCESD or any of its officials to accept cash payments on its behalf.

EXHIBIT C**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1. Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2. The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3. The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2. Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3. County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4. County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5. The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

**EXHIBIT D
FSW ONLINE COURSE CURRICULUM AND TEST CRITERIA EVALUATION
CHECKLIST**

General Course Information & Introduction	Yes	No	Comments
Course instructions	✓		Online Course slides 1-2 <i>“As you have probably noticed, this training material is presented in full audio, but you also have the option of reading along. Below the presentation area is the full text of the material being presented to you. To close the narrated text, click the little blue “down-arrow.” Re-click it to see the content again . . .”</i> (Slide 2)
Importance of food safety a) General introduction	✓		Page 3 <i>“The Centers for Disease Control and Prevention (or CDC) estimates that 48 million people become ill from food each year in the US, resulting in 128 thousand hospitalizations and more than 3 thousand deaths. Many of these illnesses could be prevented if people would follow the safe food handling practices you will learn in this course.”</i>
Personal Hygiene, Cleanliness, and General Appearance			
General statement about good personal hygiene practices a) Including bathing, clean hair, clean clothing, neat fingernails, etc.	✓		Pages 9-12 <i>“Each of us has disease-causing microorganisms on and in our bodies. The contaminants you carry pose a danger to those around you, including your co-workers and those you serve. However, you can prevent these microorganisms from spreading to food and other people by practicing good hygiene.”</i>
Proper Handwashing a) Why proper handwashing b) Hand washing procedure including where hands can be washed c) When hand washing is required	✓		Pages 9-10 a) <i>“The simple act of frequent and thorough hand washing minimizes food contamination and makes customers and employees healthier. You might save a few seconds if you skip it every now and then, but following hand washing guidelines every time could save lives.”</i> (pg. 9) b) <i>“When you wash your hands, use the restroom sink or an approved hand-washing facility. Never wash your hands in a sink used for food preparation or washing dishes.”</i> (pg. 10) c) <i>“In addition, you should wash your hands after touching your hair, face, or any part of your body other than recently cleaned hands and arms, including your clothing or apron, and after touching any unsanitized object, such as equipment or washcloths.”</i> (pg. 10)
Handling of Ready-to-Eat (RTE) Foods a) Definition and examples of RTE foods b) Use of barriers (including examples) between hands and RTE foods	✓		Page 10-11 a) <i>“Ready-to-eat food will be eaten without additional washing or cooking. This includes raw fruits and vegetables, cheeses, processed meats, breads, products that have been fully cooked, and so forth”</i> (pg. 10) b) <i>“There are several ways to avoid bare hand contact with food. Disposable gloves are commonly used, but you may also use deli tissue or appropriate utensils such as tongs, spatulas, and spoons.”</i> (pg. 11)
Glove Usage a) Proper technique on how and when to use gloves b) Non-latex gloves	✓		Page 10 <i>“Proper hand washing goes a long way toward preventing foodborne illnesses, but for added safety, you should wear non-latex single-use gloves when preparing and cooking food. Gloves do not replace thorough and proper hand washing, nor should they ever be washed and reused. Rather, gloves are used to help keep food safe from pathogens that employees may have on their hands, and to protect hands from detergents and chemicals. Always wash your hands before putting on gloves, even if you are just changing to a fresh pair.”</i>
Employee Illness			

Reportable Symptoms	✓	Page 7 <i>"If you are experiencing diarrhea, vomiting, a fever combined with a sore throat, or jaundice, you shouldn't enter your workplace at all."</i>
Reportable Illnesses/The Big 5	✓	Page 7 <i>"These symptoms suggest you may be ill with one of the "Big 5," which means you could easily contaminate food or other people. Again, if you are feeling ill, tell your manager and take immediate action to ensure you will not contaminate your workplace. If a doctor diagnoses you with one of the "Big 5" foodborne illnesses, you cannot go in to work, and the illness must be reported to your manager, as he may have to notify the local health department."</i>
Temperature Control		
Temperature Danger Zone a) Temperature Range	✓	Page 18 <i>"The "Temperature Danger Zone" is the temperature range where potentially hazardous food can become deadly: between 41 and 135 degrees Fahrenheit, or 5 and 57 degrees Celsius. When the temperature of potentially hazardous food falls within this range, bacteria can grow on it, making it unsafe to eat."</i>
Potentially Hazardous Food (PHF) a) Definition	✓	Page 7 <i>"Even when you are healthy enough to work, you should still be careful. Some foods easily spoil and are particularly vulnerable to contamination. Be especially cautious when dealing with these 'potentially hazardous foods,' or 'time/temperature control foods.'"</i>
Cold Holding a) Minimum internal cold holding temperature b) Cold holding time limit	✓	Page 19, 18 a) <i>"Hold cold food at 41 degrees Fahrenheit or lower. Check the internal temperature of the food regularly to make sure it does not become too warm." (pg. 19)</i> b) <i>"Bacteria grow slightly less quickly at the lower end of the danger zone, and so potentially hazardous foods that are removed from refrigeration but kept under 70 degrees, like chilled fruits and vegetables, may be sold or served for a period of 6 hours, at which time they must be discarded." (pg. 18)</i>
Hot Holding a) Minimum internal hot holding temperature	✓	Page 19 <i>"Once foods have been cooked to the required temperatures, keep hot foods at or above 135 degrees Fahrenheit until serving."</i>
Cooling Foods a) Proper cooling techniques b) Time and temperature requirements/limitations	✓	Pages 19-20 a) <i>"Divide food into smaller portions... You can also cool food using an ice water bath... Other methods include adding ice or cool water to the food as an ingredient, using cooling paddles, positioning pans to allow air to circulate around them, or using a blast or tumble chiller, if one is available." (pg. 19-20)</i> b) <i>"Follow a two-stage cooling method. In the first stage, cool food from 135 to 70 degrees Fahrenheit. Bacteria grow the most rapidly in this range, and so the first stage should take no longer than two hours. In the second stage, cool food from 70 to 41 degrees or lower. The second stage should take no longer than four hours. Total cooling time must not exceed six hours." (pg. 19)</i>

<p>Thawing Food a) Proper thawing techniques</p>	<p>✓</p>	<p>Page 18 <i>“The safest way to thaw food is in a refrigerator. This way, the food does not pass through the danger zone during thawing.”</i> <i>“You may also thaw food by submerging it under running water that is 70 degrees Fahrenheit or lower. Do not use hot water. Only use water that is safe for drinking.”</i> <i>“You may use a microwave to thaw food, if the food will then be cooked immediately. But know that large items such as turkeys or roasts do not thaw well in the microwave. You may also thaw food as part of the cooking process. For instance, you may place frozen ground beef in a skillet and let it thaw while it cooks.”</i></p>
<p>Cooking Temperatures a) Minimum internal cooking temperatures</p>	<p>✓</p>	<p>Pages 18-19 <i>“Cook pork, beef, and fish to at least 145 degrees Fahrenheit, or 63 degrees Celsius. If the meat is ground, cook it to at least 155 degrees Fahrenheit, or 68 degrees Celsius, and keep it at that temperature for at least 15 seconds. Poultry, whether ground or not, should be cooked to at least 165 degrees Fahrenheit, or 74 degrees Celsius.</i> <i>If shell eggs will be served immediately, they must be cooked to 145 degrees Fahrenheit. If they will be held for service, they must be cooked to 155 degrees Fahrenheit.”</i></p>
<p>Reheating Food a) Minimum internal reheating temperature b) Proper techniques</p>	<p>✓</p>	<p>Page 20 a) <i>“When reheating food, heat it to a minimum internal temperature of 165 degrees Fahrenheit within two hours... Any reheated food that does not reach 165 degrees Fahrenheit within two hours must be thrown away.”</i> b) <i>“Do not use hot-holding equipment to reheat food. Instead, rapidly reheat the food with appropriate cooking equipment.”</i></p>
<p>Thermometers a) Proper Usage b) Calibration</p>	<p>✓</p>	<p>Pages 16-17 a) <i>“To get an accurate temperature reading, place the thermometer’s sensor near the center of a food item or container of food... When cooking, stir the food before checking the temperature (assuming the food can be stirred). This will evenly distribute the heat and give a more accurate temperature, to help ensure that the entire container of food reaches the correct ... When checking food that is being hot-held take the temperature in several places without stirring.” (pg. 16)</i> b) <i>“The thermometers you use at work should be calibrated often. To “calibrate” means to make sure an instrument is accurate. If a thermometer is not calibrated before use, the temperature reading it gives you is not guaranteed to be correct. Calibrate thermometers before each shift, and anytime they get bumped or dropped.” (Pg. 17)</i></p>
<p>Cross-Contamination</p>		
<p>Definition of Cross-Contamination</p>	<p>✓</p>	<p>Pages 14-15 <i>“Cross-contamination refers to germs crossing from one food or surface to contaminate another. Cross-contamination can occur through hand contact, contaminated utensils or surfaces, and improper food storage.” (pg. 14)</i></p>
<p>Examples of Cross-Contamination</p>	<p>✓</p>	<p>Page 14 <i>“Imagine that a green salad is mistakenly placed below a plate of raw chicken in a refrigerator. Liquid from the chicken drips onto the salad and it becomes contaminated with salmonella.”</i></p>

Proper Food Storage		
Proper Food Storage Techniques a) Raw and RTE PHFs b) Food off of floor c) First-in-first-out (FIFO) method	✓	Page 20 <i>“Minimize waste by using older products first, as long as they’re still safe to use; this is called “first-in, first-out.” To protect against pests, keep storage areas clean and dry, with all food at least six inches off the floor and away from walls. Do not store chemicals near food... Keep food, particularly potentially hazardous food, in covered containers or properly wrapped. Remember: raw food should be stored below cooked or ready-to-eat foods, to prevent cross-contamination.”</i>
Cleaning and Sanitizing		
Manual Dish Washing a) Steps of manual dish washing	✓	Page 15 <i>“Before washing any heavily soiled items, they should be rinsed, scraped, or soaked as necessary in a different sink. Then, wash the items in the first basin, which should be filled with hot water, no less than 110 degrees Fahrenheit, and detergent. After washing, rinse the items in the second sink, which should be filled with clean water. Then, immerse the rinsed items in the third compartment, which should be filled with a sanitizing solution. As always, make sure to use the correct concentration. When finished, air-dry the items. Never dry sanitized items with towels.”</i>
Sanitizing a) Definition of sanitizing and its importance b) Use of sanitizer and chemical test strips	✓	Pages 13-14 a) <i>“Common sanitizers include iodine, chlorine, and quaternary ammonium (often called quats, or just ammonium). A sanitizing solution is formed by mixing one of these chemicals with water.” (pg. 13) “One important reason for cleaning and sanitizing is that doing so prevents cross-contamination.” (pg. 14)</i> b) <i>“The concentration, or how much sanitizer is added to the water, is very important. If a solution contains too much sanitizer, it can be harmful. For example, utensils submerged in too much sanitizer could present a chemical hazard to those who use them. On the other hand, if there is too little sanitizer in the water, it won’t kill the germs. The concentration can be checked by using test strips, which change color when inserted in the solution. The color of the test strip tells how concentrated the solution is.” (pg. 13)</i>
Cleaning and Maintenance of Kitchen/Food Service Area a) Importance (e.g. prevention of pests)	✓	Pages 15-16 <i>“Maintaining a clean and sanitary facility also involves properly dealing with waste and pests. Waste, such as food scraps or packaging, is a natural result of food preparation. However, if waste isn’t controlled, it can result in cross-contamination or the presence of pests that happily feed on the waste your kitchen produces. Because pests carry disease-causing germs, anything they touch becomes unsanitary, potentially leading to disastrous consequences.” (pg. 15)</i>
Chemicals and Pest Control		
Proper Chemical Storage	✓	Page 13 <i>“When not in use, detergents, sanitizers, and other chemicals should be stored in a cool, dry location away from areas where food is stored and prepared. Never store food and chemicals together!”</i>
Proper Labeling of Chemical Containers	✓	Page 13 <i>“Chemical containers must always be clearly labeled.”</i>
Pest Control a) Restrictions of pesticide usage	✓	Page 16 <i>“Even when you do everything right, some common pests, such as rats and cockroaches, may get in. Management should conduct regular self-inspections, and hire pest extermination experts when needed. Do your part to help by reporting any signs of pests that you notice.”</i>
Major Food Allergens		
The 8 Major Food Allergens a) Including possible side-	✓	Pages 8-9 a) <i>“The eight foods identified by U.S. law as Major Food Allergens are: Milk,</i>

effects		<p><i>eggs, fish (like bass or cod), crustacean shellfish (like shrimp or oysters), tree nuts (like almonds or walnuts), peanuts, wheat, and soybeans.”</i></p> <p>b) <i>“When an allergic person suffers a food allergic reaction, the person will commonly display symptoms that include hives; rash; flushed skin; swelling and tingling of the face, tongue, or lips; abdominal cramps; vomiting; and/or diarrhea. In the most serious cases, a person may go into a life-threatening state called ‘anaphylactic shock’...”</i></p>
Cross-contact a) Definition	✓	<p>Page 8 <i>“When an allergen passes from one food to another, it is called cross-contact.”</i></p>
The 4 R’s (Refer, Review, Remember, Respond)	✓	<p>Page 8 <i>“When a customer mentions having a food allergy, follow the four R’s...”</i></p>

STATEFOODSAFETY.COM, 507 E. TECHNOLOGY AVENUE, BUILDING C, SUITE 3100, OREM, UT
84097

PRICING SHEET: NIGP CODE 92416

Vendor Number: 2011003292 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016.**