



BID PROPOSAL AGREEMENT BOONE COUNTY BOARD OF EDUCATION

Food and Nutrition Department

Standardized Food Service Systems, Inc.
dba SMART Systems
303 S. Byrkit Ave
Mishawaka, IN 46544
Voice: 800-348-0823
FAX: 574-257-0895
www.smart-4.com

Service Specifications, Training Plan and Food Safety Education Curriculum, "Just-in-Time" Delivery of Sanitation Materials, Dispensing Accessories and related items for the School Session from
JULY 2022 through JUNE 2023.

PROGRAM CRITERIA

- Standardized Sanitation Program and Procedures in Each Facility
- Ongoing Multi-Site Training and Response
- Computerized Documentation of Service Activities, HACCP Verification and Training
- Knowledge and Experience with the Model Food Code, HACCP Plans, OSHA Guidelines and USDA Professional Standards

COSTING OF PROGRAM

The price for delivery of the specified Sanitation System(s) shall be on a set cost basis as set forth below based on the [District's/each school's] operational needs. Monthly invoices will be based on the annual set cost, divided equally by 10 months (August – May) and billed on the 1st day of each month, beginning August, 2022.

Manual Sites:	26	
Warewash Sites:	24	
Glove Sites:	26	
Laundry Sites:	26	
Salt Sites:	1	<i>*Steeplechase Elementary School</i>
Annual Cost:	\$107,368.00	Monthly Billing: \$10,736.80

NOTES:

1. 1% discount for Annual Invoice, net 30 from date of the invoice.
2. 1% additional discount for Early/Prompt Annual Payments, net 15 from date of the invoice.

AGREEMENT TERMS & NOTABLE BUSINESS INFORMATION

Per the terms of the Boone County Board of Education RFP for Food Safety and Sanitation System due May 26, 2022, this Agreement shall be for a term of one-year and may be extended at the discretion and written consent of both parties for four (4) additional one-year terms. Throughout the term of this agreement, any cost increases or decreases based on a change in the district's operational needs, the Consumer Price Index, Wholesale Price Index may be absorbed by the District with 30 day written notification by SMART Systems and written agreement of both parties. If the District issues purchase orders under this Agreement, such purchase order shall not alter the terms of this Agreement. Additional service calls may be provided to sites conducting "Summer Feeding" (or other types of nutrition programs), for a prorated fee.

Cancellation clause: 60 days written notice. All materials, dispensers, accessories and instructional charts that are provided as part of this program shall remain the personal property of SMART Systems until such time they are used by the District) and shall be removed by SMART Systems if, and when the program is cancelled unless otherwise agreed to by the parties.

Confidentiality Statement: This Agreement contains confidential information about the Programs and Services that are unique to SMART Systems. Subject to the Freedom of Information Act and open records laws, the District agrees that this Agreement shall not be disclosed to third parties until notice has been provided to SMART Systems and it has had the opportunity to intervene prior to the disclosure.

SMART Systems is an Equal Opportunity Employer.

SMART Systems Personnel: SMART Systems takes such precautions and conducts background checks necessary to learn whether personnel have been found guilty of any serious felony, criminal/sexual misconduct (per the Jessica Lunsford Act.), etc., and we are not aware of any such criminal activity.

THIS PROGRAM AGREEMENT, IN CONJUNCTION WITH THE ADDITIONAL TERMS OF USE ATTACHED TO THIS PROGRAM AGREEMENT WHICH IS INCORPORATED HEREIN BY REFERENCE, ESTABLISHES THE COMMERCIAL RELATIONSHIP BETWEEN SMART SYSTEMS AND DISTRICT. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ADDITIONAL TERMS OF USE ATTACHED HERETO AS EXHIBIT A.

CONFIDENTIALITY NOTICE

This Agreement contains confidential information about the Programs and Services that are proprietary to SMART Systems. This Agreement may not be copied, or shared without the express written consent of SMART Systems.

BILLING AND REMITTANCE:

All billings will be from SMART Systems, unless otherwise notified. Please remit payments to:

Standardized Food Service, Inc., dba SMART Systems | 303 S. Byrkit Ave. | Mishawaka, IN 46544
Office 800-348-0823 | Fax 574-257-0895

District Name: Boone County Board of Education

Agreement Reference: RFP for Food Safety and Sanitation System due May 26, 2022

Customer Authorized Signature



SMART Systems Authorized Signature

Printed - Date

Michael Miller 5.18.2022

Printed - Date

CONFIDENTIALITY NOTICE

This Agreement contains confidential information about the Programs and Services that are proprietary to SMART Systems. This Agreement may not be copied, or shared without the express written consent of SMART Systems.