

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421
423-498-7030
June 10, 2020

SCHOOL NUTRITION PROGRAM

REQUEST FOR PROPOSAL

SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION FOR HAMILTON COUNTY
SCHOOL NUTRITION PROGRAM
RFP File 20-77

Sealed envelope containing the proposal must be sent to Attention: Denise Ellison, Purchasing Agent, and addressed to the Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. Original RFP and One (1) copy is required. Technical Proposal and cost proposal must be submitted in separate envelopes. In the lower left corner of the envelope, print your company name, the RFP Bid File Number and the time and date of opening. The separately, sealed technical and cost proposal components may be enclosed in a larger package for mailing or delivery. The outermost package must be clearly labeled, RFP Bid File 20-77 with time and date of opening. All RFPs will be opened publicly. All proposers will receive official notification of the award after Board approval.

RFP documents may be secured from the Purchasing Department at the above address and on the website at www.hcde.org via Vendor Registry. RFP must be received in the Purchasing Department prior to the designated time for RFP opening. Any RFP received after the designated time of opening will be considered late and will not be accepted. RFP opening date: July 29, 2020 @ 1:30 p.m. in the Purchasing Department.

Proposer _____
(Company Name)

(Company Address)

(Contact Name/Phone Number)

**SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION FOR HAMILTON COUNTY
SCHOOL NUTRITION PROGRAM
TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL**

1. SCOPE

The scope of this RFP is to obtain information leading to the selection of a cloud-based School Nutrition Management Software Solution for the School Nutrition Program. The Hamilton County School District has seventy four (74) schools and serve 44,000 students.

The District is interested in software that is a cloud based, fully integrated, comprehensive, customizable, and user-friendly.

2. SEALED REQUEST FOR PROPOSALS

Sealed RFPs addressed to the Hamilton County Board of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, Attention: Denise Ellison, will be opened July 29, 2020 @ 1:30 p.m. in the Purchasing Department.

3. AWARD

The right is reserved, as the interest of the District may require, to reject any and all proposals and to waive any informality in proposals received. The contract shall be awarded to the responsible proposer whose proposal, conforming to the Request for Proposal (RFP), will be most advantageous to the District, price and other factors considered, subject to Board approval. An award mailed or otherwise furnished to the successful proposer within the time for acceptance specified in the proposal results in a binding contract without further action by either party. If a prospective proposer does not agree with the contract award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Hamilton County Schools Purchasing Director no later than seven (7) days from award date. Hamilton County DOE will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office. In the event no funds are appropriated by Hamilton County DOE for the goods and services specified or insufficient funds exist for future orders, Hamilton County DOE is under no obligation to make a RFP award or purchase.

3.1 Tie-Bids – A tie bid exists where two or more proposers offer products that meet all specifications, terms and conditions at identical prices, including cash discount offered for prompt payment. In such case, a tie bid will be broken by the following methods, in descending order:

- Quickest implementation time
- By lot or coin toss

4. CONFLICT RESOLUTION

In the event a vendor has a complaint concerning the bid process or award of the bid, the complaint shall be filed with the Purchasing Director, Hamilton County Department of Education. The vendor

must state their complaint in detail and in writing to the Purchasing Director within ten (10) working days of the complaint. Purchasing Director will notify the State School Nutrition Department of the complaint received within three (3) working days. The settlement of all contractual and administrative issues arising out of procurements will first be considered at the local level. Examples of issues include source evaluation, protests, disputes and claims. In the event the vendor and the School Nutrition Program cannot resolve the complaint, the complaint will be presented to the Purchasing Director for resolution between the vendor and the Department of School Nutrition.

5. PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

Any employee or any official of the Hamilton County Board of Education, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to the Hamilton County Board of Education shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not more than ten (10) years or both fined and imprisoned in the discretion of the jury. Every person, firm, or corporation offering to make, or pay, or give any rebate, percentage of contract, money, or any other things of value, as an inducement or intended inducement, the procurement of business, or the giving of business, to any employee, or to any official of the Hamilton County Board of Education, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5,000.00) or by imprisonment in the penitentiary for not more than ten (10) years, or both fined and imprisoned in the discretion of a jury.

6. CONTRACT PERIOD

This Contract, upon approval by the Hamilton County Board of Education, shall commence August 1, 2020 and end on June 30, 2021.

7. RENEWAL PROVISION

All parts of this contract would have the option to renew annually for nine (9) additional years. The SNP will send a notice of contract renewal (either terminating the contract at the end of the contract year or requesting a renewal for the upcoming school year) by March 1st each year.

Scheduled pricing is required for the renewal years. See cost proposal.

8. ADD NEW LOCATIONS

The District reserves the right to add to this contract additional schools that are built/opened during this bid, under the same conditions and same bid price. All services are to be provided and maintained to meet all applicable federal, state and local regulations, laws, and guidelines. The District reserves the right to add or delete modules from existing and future schools under the same conditions and same bid price.

9. COST PROPOSAL-PRICING

All materials/ pricing will be up to the discretion of the proposer but each proposer must understand that cost plus a percentage in any form is an unallowable pricing method and will deem the bid unresponsive.

The District anticipates that the implementation period for Front of House modules will be during the second semester of the school year. The District expects any maintenance and/or subscription fees to be prorated for the first year.

10. PREPARATION OF PROPOSALS

(A) Proposers are expected to examine the specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.

(B) Each proposer shall furnish all information required by the RFP. The proposer shall sign the Proposal; completed form shall be without erasure or interlineations. Proposals that are submitted on forms other than the enclosed forms are subject to disqualification, unless additional information is requested.

(C) Alternate proposals for supplies or services other than those specified will not be considered.

(D) All price proposed shall be shown and such price shall include shipping cost and installation, if appropriate, unless otherwise specified. A total shall be entered in the amount column of the pricing sheet for each item proposed. In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(E) Proposers must be able to meet the demand of products and training as needed by the School Nutrition Program.

(F) Time, when stated as a number of days, will refer to business days.

11. REQUIREMENTS FOR SUBMITTING REQUEST FOR PROPOSALS

The signature of the person submitting the proposal shall be in longhand. The proposer could be determined as non-responsive if items are presented that attempt to alter the RFP conditions in any way, and the proposer could be excluded from the 2020-2021 school year RFP process. It is recommended that no additional written documents be included in the RFP packet other than those requested. Please submit the entire RFP and ensure the pages are completed in full, signed and returned together. The actual RFP documents must arrive prior to the RFP opening.

12. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach proposers before submission of their proposals. Oral explanation or instructions given to a prospective proposer concerning an RFP will be furnished to all prospective proposers as an amendment to the RFP, if such information is necessary to proposers in submitting proposals on the RFP or if the lack of such information would be prejudicial to uninformed proposers.

All communication is to be made to the Purchasing Agent:

Denise Ellison
Hamilton County Department of Education
Purchasing Agent
3074 Hickory Valley Road
Chattanooga, TN 37421
(423) 498-7030
Email: DOE_purchasing@hcde.org

13. ACKNOWLEDGMENT OF AMENDMENTS

Receipt of an amendment to the Proposal must be acknowledged in the RFP response.

14. RFP ADDENDUM

The District reserves the right to addend this RFP at any time prior to the proposal deadline, provided that the addendum is in writing. However, prior to any such addenda, the District will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline. If so, the District would rebid and add the amendment/addendum. If an RFP addendum is issued, the District will convey it to potential proposers by e-mailing it and/or mailing a copy to each. A proposer must respond, as required, to the final RFP including its attachments and addenda or risk rejection for being non-responsive.

15. RFP COMMUNICATIONS

15.1. The District has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP BID NO. 20-77

15.2. Proposers must direct communications relating to this RFP to the person designated as the Purchasing Agent.

15.3. Only the Hamilton County Department of Education's official, written responses and communications will be binding with regard to this RFP.

15.4. Proposers must ensure that the District receives all written comments, including questions and requests for clarification in sufficient time to allow for a reply to reach proposers.

15.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the District. The District assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the District by a specified deadline date will not substitute for the District's actual receipt of a communication or proposal.

15.6. The District reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, internet posting, or any other means deemed reasonable by the District.

15.7. The District reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The District's official, written responses may constitute an addendum of this RFP.

15.8. Any data or factual information provided by the District (in this RFP, an RFP addendum or any other communication relating to this RFP) is for informational purposes only. The District will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

16. PROPOSER REQUIRED REVIEW & WAIVER OF OBJECTION

16.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, and any addendums, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

16.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the Purchasing Agent with sufficient time allowed for a reply to reach proposers before submission of their proposals.

17. PROPOSAL DEADLINE

A Proposer must ensure that the Purchasing Agent receives a proposal no later than the Proposal Deadline time and date as identified on the front cover of the RFP. A proposal must respond, as required, to this RFP (including its attachments) as may be addended. The District will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

18. SUBMISSION OF PROPOSALS

(A) Proposals and modifications thereof shall be enclosed in sealed envelopes and addressed to Denise Ellison, Purchasing Agent, Hamilton County Department of Education, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421. The proposer shall show the RFP Number, the RFP deadline date and time specified in the RFP, and the name and address of the proposer on the face of the envelope.

(B) Samples of items or information, when requested, must be submitted within time specified, at no expense to the District. If not consumed by testing, samples will be returned at proposer's request and expense, unless otherwise specified in the RFP.

(C) Hamilton County Department of Education does not accept proposals by facsimile or any electronic transmission.

19. FAILURE TO SUBMIT PROPOSAL

If no proposal is to be submitted do not return the RFP unless otherwise specified. A letter or post card should be sent to the issuing office advising whether further invitations for the type of supplies or services covered by this RFP are desired. Failure of the

recipient to submit a proposal or to notify the issuing office that further requests are desired may result in a removal of the name of such recipient from the mailing list for the type of supplies or services covered by the RFP.

20. LATE PROPOSALS AND MODIFICATIONS

It is the responsibility of the proposer to deliver the proposal or proposal modification on or before the RFP deadline date and time. Late proposals will not be accepted.

21. COMPLIANCE WITH LAWS

The proposer shall comply with all laws relating to sale of and purchases by the Hamilton County Department of Education insofar as they pertain to the purchase made under this contract.

22. CODE OF CONDUCT

No employee, officer or agent of the Hamilton County Department of Education School Nutrition Department can participate in the selection, award of administration of a contract supported with Federal Funds if a conflict of interest, real or apparent, would be involved. Real or apparent conflicts of interest exists when:

- The employee, officer or agent; any immediate family member of same; partner or organization that employs or is about to employ any of the above or has a financial or other interest in the firm selected for the award
- Organizational structures and personnel practices exist that undermine the independence and integrity of the procurement process
- Gratuities, favors, or anything of monetary value are solicited or accepted from current or potential proposers on behalf of any individual or the organization before, during, or after contract award

23. QUALIFICATIONS OF PROPOSERS

The District may make such investigations as are deemed necessary to determine the ability of the proposer to provide the product and perform the service. The proposer shall furnish all such information and data for this purpose as the District may request. The District reserves the right to reject any proposal if the evidence submitted by or investigation of such proposer fails to satisfy the District that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

23.1. It is preferred that all proposers have a minimum of three (3) years successful experience in software management solutions.

23.2. If during the term of this contract, the Proposer changes any member of the initial staff presented in their proposal, that member must be replaced by a worker possessing competency and holding license to provide services. If it is determined by the District that the Proposer does not have adequate qualified personnel to perform the requirements of the contract, Hamilton County Department of Education reserves the right to terminate the contract for default and award to the next most qualified proposer.

24. AUDIT PROCEDURE

If the Proposer includes the Proposer's cost in the cost formula, the District will review the Proposer's invoice cost records a minimum of two times per contract year. The Proposer shall be given notice of the intent of the district to conduct an audit with the date scheduled a minimum of two (2) weeks in advance.

25. PRE-RFP SOFTWARE PRESENTATION

This RFP requires that the qualified proposers conduct a virtual presentation to qualify to submit a proposal.

In order to be a qualified proposer and to request a Pre- RFP Presentation, the proposer must meet the system requirements in this RFP; please refer to pages 12,13,14,15 and submit the check list on page 49 with your request for a presentation appointment.

The District reserves the right to dismiss requests that don't meet specifications in this RFP.

Pre-RFP presentation date must be scheduled by July 02, 2020. This can be arranged by phoning Martha Marrufo, Hamilton County School Nutrition Department at (423) 498-7289 or at Marrufo_m@hcde.org Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m. Eastern Time. Only scheduled presentation will be shown. Presentations must be conducted by July 17, 2020.

The District reserves the right to reject any software solution which doesn't meet the needs of the District. The District will not be liable for any cost incurred by the proposer in connection with such presentation. (i.e. travel, accommodations, etc.)

26. MATERIAL AVAILABILITY

Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposals and delivery time. It is the responsibility of the proposer to notify the District liaison immediately if material specified is discontinued, recalled, replaced, or not available for an extended period of time.

27. FEDERAL TAX AND STATE SALES TAX

Purchases by the District are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the District upon request of the Proposer.

28. REGULATION COMPLIANCE

- A) ENVIRONMENTAL TOBACCO SMOKE: Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Proposer shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines.
- B) Equal Order 11246, "Equal Employment Opportunity": All contracts awarded in excess of \$10,000.00 by grantees and their proposers or sub grantees shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 (October 13, 1966), and Department of Labor regulation (41CFR Part 60). Additional information can be obtained from the U.S. Department of Labor or the State's Department of Labor.
- C) Clean Air and Clean Water Acts. Applies to contracts and subcontracts in excess of \$100,000. Proposers must certify compliance with the applicable provisions of the Clean Air Act; the Clean Water Act; the Federal Water Pollution Act; Executive Order 11738; and Environmental Protection Agency regulations.

- D) Energy Policy and Conservation Act. Applies to all contracts. All contracts must recognize appropriate mandatory standards and policies relating to energy efficiency which are contained in the State's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163 Statute 871) (PL94-165).
- E) 2 CFR 200.326(i), Suspension and Debarment - Applies to contracts expected to equal or exceed \$25,000 and contract renewals meeting the applicable dollar thresholds. Potential proposer must certify eligibility by signing the included form.
- F) 2 CFR 200.326, Restrictions on Lobbying - Applies to contracts renewals in excess of \$100,000.00. Proposers must comply with the certification and reporting requirements of 2 CFR 200.326(j).
- G) Encouraging Small and Minority Owned Businesses 2 CFR 200.321 - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women's business enterprises, labor surplus area businesses, and minority owned businesses in procurements.
BIDDER: Please cite your company classification as classified by the State of Tennessee, in the appropriate block:
_____ Minority Firms
_____ Women's Business Enterprise
_____ Labor Surplus Area Businesses
_____ Minority Owned Businesses
Other _____
Bidder _____
(Company Name)
- H) 2 CFR 200.319(c) Drafting of RFP Specifications - Requires that any person that develops or drafts specifications, requirements, statements of work, invitations RFP, requests for proposals, contract terms and conditions or other documents for use by a State, school or institution conducting a procurement under the school nutrition programs must be excluded from competing for such procurements.
- I) 2 CFR 200.319(c) Local Geographical Preferences - Local geographical preferences shall be prohibited as specified in 2 CFR 200.319, and prohibits the use of statutorily or administratively imposed in-state or local geographic preferences.
- J) Non-Collusion Affidavit - The form states the proposer agrees and understands the affidavit and is required to be signed.
- K) T.C.A. § 50-9-113, Drug-Free Workplace Affidavit - A form required to be signed to affirm company is compliance.
- L) Certification of Compliance with Tennessee Public Chapter #587 - Requires background checks for employees of proposers under certain situations
- M) Certification of Compliance with IRAN Divestment Act. A local form required to be signed by the bidder for each bid.

- N) Hamilton County Department of Education Addendum to Agreement - A local form required to be signed by the proposer for each RFP.
- O) Title VI of the Civil Rights Act of 1964 - No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- P) Title IX of the Education Amendments of 1972 - Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.

Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

29. DECLARATION/STATEMENT BY PROPOSER

The respondent hereby states that he, his company, or any of its employees, agents, officers or proposed sub-Successful proposers have not violated or participated in a violation of, been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. § 1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961-1968), the Hobbs Act (18 U.S.C. §1961), the mail or wire fraud statutes (18 U.S.C. §1341,1343), the false statements statute (18 U.S.C. §1001), the Tennessee Anti-Trust Act (T.C.A. § 47-25-101) or similar state or federal law. Respondent further states that he, his company or any of its officers, agents, or employees have not been debarred by any governmental agency (Federal, state, or local).

Proposer _____
(Company Name/Signature)

30. All proposers must execute "Addendum to Agreement" (form attached). **Failure to execute this agreement will result in disqualification of your proposal.**

Proposer **agrees** _____, **does not agree** _____, (please check appropriate response) to execute "Addendum to Agreement".

31. **All proposers must fully execute all RFP forms including RFP document and all forms included within the packet.**

32. **The original document cannot be changed in format or in items requested.**

33. EQUAL OPPORTUNITY / NON-DISCRIMINATION

The Hamilton County Department of Education is an equal opportunity affirmative action employer.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421
423-498-7030
June 10, 2020

**REQUEST FOR PROPOSAL FOR SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
TERMS AND CONDITIONS OF PURCHASE**

1. CONTRACT TERMS

The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the District of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.

2. INSPECTION AND ACCEPTANCE

All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the District's discount privileges. Such right to return offered to the District arising from the District's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the District may have therefore.

3. WARRANTY

The seller expressly warrants that all articles, material, and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the District and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the District's acceptance of said material or goods or by payments for them. There shall be a warranty on repair service for thirty (30) days after completion.

4. ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

5. INVOICES

Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

6. BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the District may cancel this contract or affirm the contract and hold the seller responsible for damages.

7. DELIVERY

7.1 Location of Delivery of Service

All services for this RFP will be in school cafeterias, central office and/or on school properties of the Hamilton County Department of Education School Nutrition sites, as directed by the purchase order. All price quotes must be F.O.B. destination.

7.2 Time of Delivery/Service

To insure adequate service level to the kitchens, Hamilton County requires that all services rendered will be delivered/completed when specified. Time is, therefore, the essence of this contract. If services are not provided at the time agreed upon, the District reserves the right to cancel and obtain elsewhere and hold seller accountable therefore.

8. DELIVERY OF GOODS AND SERVICES

It is understood and agreed that this proposal shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of the firm from the HCDE list of proposers for the current bid year as well as the next bid cycle.

9. RESPONSIBILITY FOR SUPPLIES/SERVICES

The Proposer shall be responsible for supplies/services until they are delivered/provided at the designated delivery point; and the proposer shall bear all risk for rejected and recalled supplies after notice of rejection. These will be replaced free of charge upon notice of recall/rejection.

10. The Proposer shall complete and sign a W-9 Form provided to the Proposer by the District. The taxpayer identification number contained in the W-9 submitted to the District shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Proposer. The Proposer shall not invoice the District for services until the District has received this completed form.

1. SPECIAL PROVISIONS & INTRODUCTION

The Hamilton County Department of Education, hereinafter referred to as “the District”, has issued this Request for Proposals (RFP) exclusively on behalf of the School Nutrition Program to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the Department’s process for evaluating proposals and selecting a proposer to provide the needed product/service.

Through this RFP, the District seeks to procure the best services at the most favorable, competitive prices.

1.1. Statement of Procurement Purpose

The District intends to procure a cloud-based School Nutrition Management Software for seventy-four (74) school kitchens/ cafeterias throughout the Hamilton County Department of Education district and SN central office/warehouse. The District has an active enrollment of approximately 44,000 students with 140 point of sales computers. The intent of the RFP is to obtain information leading to the selection of a School Nutrition Management Solution that will best meet the functional, technical, and service needs of the District. The goal of the School Nutrition Management Software Solution is to improve the efficiency of both the front and back of house operations. The solution is expected to provide cloud-based computing that is user and customer friendly.

The District operates the following programs: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program, Fresh Fruit and Vegetable Program, Community Eligibility Provision meal plan, Seamless Summer Program, Free & Reduced meal program and the USDA Foods (Commodities) program. The District currently operates under the CEP meal plan and the Free & Reduced Meal Program.

1.2. Standard Terms and Conditions:

- 1.2.1. Required Approvals. The District is not bound by this Contract until it is approved by the Hamilton County Board of Education in accordance with applicable local and state laws and regulations. No work shall be performed without a signed Purchase Order issued by the District.
- 1.2.2. Record Retention. All records shall be maintained by the proposer for three (3) years after final payment has been made or until all disputes are resolved. All such records must be made available to the State Agency, the United States Department of Agriculture, the Comptroller General of the United States, or any of their duly authorized representatives.

Records must be retained for at least the Federal record retention period of three (3) years; however, records must be retained longer if the following occurs:

- A) Until all pending matters are resolved. Pending matters include contract disputes, audits, investigative and review findings.
 - B) The Federal record retention period begins with the later of the date:
 - 1) The final payment is made under the contract,
 - 2) The contract concludes; or
 - 3) The final claim for reimbursement for the fiscal year in which the contract concludes is submitted.
 - C) For renewable contracts, records of the initial procurement through the conclusion of the final renewal must be maintained.
- 1.2.3. Records Access - The proposer shall agree to retain all books, records and other documents relative to the contract agreement for three (3) years after final payment, or until audited by the SFA (School Food Authority), whichever is sooner. Duly authorized representatives of the LEA (Local Education Authority) /SFA and/or USDA auditors or the Comptroller General of the United States shall be allowed full access to any books, documents, papers and records of the proposer which are directly pertinent to all negotiated contracts.

- 1.2.4. Documentation - All aspects of each procurement, including the rationale for the procurement selected, contract type selected and basis for contract price must be documented. All records documenting the procurement history, including all extensions and renewals, must be retained for the greater of the State's record retention requirements or for the Federal record retention period. Records must be retained beyond this period until all pending matters are resolved. Failing to maintain required records can result in audit and review findings, cost disallowances and prevent the School Nutrition department from effectively responding to RFP protests and contract disputes.
- 1.2.5. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written addendum signed by the parties hereto.
- 1.2.6. Independent Successful proposer. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Successful proposer, being an independent Successful proposer and not an employee of the District, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Successful proposer's employees, and to pay all applicable taxes incident to this Contract.
- 1.2.7. Limitation of Liability. The parties agree that the Proposer's liability under this Contract shall be limited to services actually rendered that have not been previously paid for but for which the warranty is still in place and as may be addended, PROVIDED THAT in no event shall this section limit the liability of the Proposer for intentional torts, criminal acts, or fraudulent conduct.
- 1.2.8. District Liability. The District shall have no liability except as specifically provided in this Contract. HCDE shall not be responsible for any payment, insurance, or incurred liability.
- 1.2.9. Local, State and Federal Compliance. The Proposer shall comply with all applicable local, state and federal laws and regulations in the performance of this Contract.
- 1.2.10. Proposer shall acknowledge that it and its employees serve as independent proposers and that HCDE shall not be responsible for any payment, insurance, or incurred liability.
- 1.2.11. Indemnification: Proposer shall indemnify, defend, save and hold harmless HCDE, administration, agents, and employees from all suits, claims actions, or damages of any nature brought because of, or arising out of, or due to breach of agreement by proposer, its sub-proposers, suppliers, agents, or employees due to any negligent act or occurrence or any omission or commission of proposer, its subproposers, suppliers, agents, or employees.
- 1.2.12. Proposer Performance. If the Proposer fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, HCDE SNP may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Proposers with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any proposer with continued poor performance will be removed from the potential proposer list for the current bid year as well as the next bid cycle.

Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item or rejected service immediately will constitute authority to purchase on the

open market so as to replace the item(s) or service(s) rejected and/or not received. On all such purchases, the Proposer agrees to promptly reimburse schools for excess costs incurred by such a purchase.

Reasons for service rejection may be any one of the following:

- Quality of product
- Support response time
- Price
- Product/service does not meet RFP specifications

1.2.13. Non-Compliance. If a proposer materially fails to comply with any terms of an award, whether stated in a Federal Statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstance(s):

- Temporarily withhold cash payments pending correction of the deficiency by the proposer or more severe enforcement action
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current award for the proposer
- Withhold further awards for the program
- Take other remedies which may be legally available
- Ban the company for bidding for the current bid year as well as the following bid cycle.

1.2.14. Breach

A party shall be deemed to have breached the contract if any of the following occurs:

1. Failure to provide products or services that conform to contract requirements or
2. Failure to maintain/submit any report required hereunder; or
3. Failure to perform in full or in part any of the other conditions of the contract
4. Violation of any warranty

Hamilton County School Nutrition Program actions in event of a breach –

Upon the occurrence of any event of breach, the School system may take any one, or more, or all, of the following actions:

- A. Give the Proposer a written notice of the breach requiring it to be remedied within thirty days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the Proposer;
- B. Give the Proposer a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the Proposer during the period from the date of such notice until such time as the HCDE SNP determines that the Proposer has cured the breach, shall never be paid to the Proposer;
- C. Set off against any other obligation the HCDE SNP may owe to the Proposer any damages the HCDE SNP suffers by reason of any event of breach;
- D. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

1.2.15. Contract Termination for Cause: If the Proposer fails to properly perform its obligations under this contract in a timely or proper manner, or if the Proposer violates any terms of this contract, the HCDE SNP shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the HCDE SNP, the HCDE SNP shall have the option of awarding the contract to the next lowest proposer or bidding again.

1.2.16. Contract Termination for Convenience: The Hamilton County Department of Education School Nutrition Program may, by written notice to the Proposer, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the HCDE SNP. The HCDE SNP must give notice of termination to the Proposer at least thirty days prior to the effective date of termination. The Proposer shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination

date, but in no event shall the School District be liable to the Proposer for compensation for any service which has not been rendered. Upon such termination, the Proposer shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

1.3. Special Terms and Conditions:

1.3.1 Subject to Funds Availability. The Contract is subject to the appropriation and availability of District funds. In the event that the funds are not appropriated or are otherwise unavailable, the District reserves the right to terminate the Contract upon written notice to the Proposer. Said termination shall not be deemed a breach of Contract by the District. Upon receipt of the written notice, the Proposer shall cease all work associated with the Contract. Should such an event occur, the Proposer shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Proposer shall have no right to recover from the District any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

1.3.2. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable local, state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Proposer by the District or acquired by the Proposer on behalf of the District shall be regarded as confidential information in accordance with the provisions of applicable local, state and federal law, local, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Proposer to safeguard the confidentiality of such material or information in conformance with applicable local, state and federal law, local, state and federal rules and regulations, departmental policy, and ethical standards.

The Proposer's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Proposer of this Contract; previously possessed by the Proposer without written obligations to the District to protect it; acquired by the Proposer without written restrictions against disclosure from a third party which, to the Proposer's knowledge, is free to disclose the information; independently developed by the Proposer without the use of the District's information; or, disclosed by the District to others without restrictions against disclosure. Nothing in this paragraph shall permit Proposer to disclose any information that is confidential under federal, state or local law or regulations, regardless of whether it has been disclosed or made available to the Proposer due to intentional or negligent actions or inactions of agents of the District or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

1.3.3. Proposer is to identify their regular business hours and service hours for the company's week. Provide two contact names and phone numbers for School Nutrition personnel to initiate service orders during these normal working hours. Provide two contact names and numbers for service needs outside these normal operating hours/days.

1.3.4 The prices provided herein will be firm prices for the contract period, divided by Front of House and Back of House as specified on the cost proposal form.

1.3.5. As the signee for this proposal, the proposer agrees to the following: "By my signature on the face of this proposal, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer."

1.3.6. The successful proposer shall be issued a purchase order to cover the contract period.

1.3.7. Proposer agrees to provide company uniforms and/or ID badges to all its service personnel.

- 1.3.8. Proposer agrees to provide personnel who are highly skilled/qualified in their craft and to provide experienced supervision as well as planning as a condition of this contract.
- 1.3.9. The Asbestos Management Plan for each school must be consulted prior to any work being done, if service requires disruption of floor, ceiling, or wall structures.

1.4. Scope of Service

- 1.4.1. The District is seeking to utilize the software with non-proprietary hardware. The software should have the following core functionalities: Point of Sale (POS), Menu Planning & Nutritional Analysis, Production Records, Ordering, Inventory, Student Management, Accountability, Reporting, and an Online Portal with access to Online Menu Boards, Online Payments, and Online Free & Reduced Applications. All applications must be part of a fully-integrated suite provided on a single platform in a multi-location implementation. No software is required to be installed on any district system to run the solution, including the point of sale terminals.

System Information:

The software must be cloud based and hosted by the vendor in a secured location, with redundant failover capabilities.

All aspects of the software need to be accessible from any location with access to the internet.

All data should be in a unified database, and changes are updated in real time between modules.

Security permissions can be configured by user or by group for all components of the software.

Maintain at least the current year plus three years prior for all data in the system with the ability to maintain the data longer in circumstances outlined in Section 1.2.2. of this RFP.

Point of Sale:

Must be touch based without any need for a keyboard or mouse.

Must support up to two pin pads per POS, for input of unique student identifier.

Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.

All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.

Track allergies and dietary restrictions by student, and warn / prevent sales of items based on this information.

Must be able to serve students from multiple schools through each POS terminal.

Must support a school or principal account that can be used to make purchases or pay for student meals.

Must have a sell by photo mode, that allows the cashier to enter sales by viewing student photos.

Menu Planning:

Ability to track all district inventory items with nutritional information, serving sizes, USDA crediting information, allergens, and ordering information.

Ability to build recipes with step by step instructions with rich text entry, including inventory items, HACCP, photos, notes, automatic scaling for users, multiple serving sizes, USDA crediting information, and allergens.

Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.

Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.

System must be USDA approved for Menu Planning and Nutritional Analysis.

Ability to copy menu plans and assign them to sites and dates as applicable.

Production Records:

Production records need to be populated from scheduled menus that have been assigned to the site / date.

Ability to print a production worksheet, production pull ticket, and finished production record that meets up to all Tennessee state requirements.

Ability to modify scheduled production record at the site level, by adding / removing items and recipes, and updating served / prepared quantities.

Ability to support an optional temperature probe.

Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.

Ability to calculate all costs associated with production record based on actual production.

Inventory & Ordering:

Ability to maintain a perpetual (on-hand) inventory, and do at least a monthly physical inventory that reconciles these together.

Ability for sites to submit orders, to consolidate orders centrally, and electronically transmit the orders to vendors.

Ability to transfer inventory items between sites.

Ability to track available commodity items, and automatically use commodity items when entering site orders.

Ability to automatically generate orders based on planned production records and on-hand inventory.

Ability for an item to be ordered from multiple vendors.

Ability to create delivery schedules based on vendor and sites.

Ability to setup custom storage locations by site.

Ability to support an optional barcode scanner that be used for receiving.

Ability to establish a warehouse site that supports inventory (perpetual and physical) and ordering (as a vendor and a receiving site).

Student Management:

Ability to attach documentation to student records.

Record a history of all student notifications.

Record a history of all changes to student applications.

Upon changing a student's eligibility status, all past meal purchases should be updated based on the eligibility date.

Automatically extend grace benefits to CEP students who are transferring to non-cep sites.

Free & Reduced:

Include online meal applications

Provide access to online meal application inside the online portal

Allow parents to fill out online applications even if they don't have an account in the system

Must provide online meal applications in any language needed by the district

Ability to display a customizable message when online applications are completed

Ability to exclude foster, head start, migrant, homeless and runaway students from the automatic approval process

Ability to exclude eligibility benefit types such as FDPIR and SNAP from the automatic approval process

Ability to include custom questions on online meal applications

Ability to create and track an unlimited number of online meal application statuses

Must enforce data entry in required fields to ensure completed applications

Must provide a unique alpha numeric code for every submitted application

Must email parents that unique code when completing an online application

Ability to track notes on the application record

Ability to add attachments on the application record

Eligibility letters to parents must be fully customizable

Ability to print or email eligibility letters from the application record

Keep a record of all notifications sent regarding that application

Provide a read receipt for emails

Each application must include a change history to track all changes made to application

Ability to print paper copies of online applications
System must detect and track duplicate meal applications
System must support an upload of the district's direct certification file that automatically matches to enrolled student
System must automatically extend benefits to household members based on direct certification import
Extended benefits must be identified uniquely from direct certified eligibilities
System must allow direct certification to be run as often as needed
Ability to group schools for reimbursement reports
All applications must be available in the system for a minimum of five years

Verification:

System must provide a streamlined process for handling verification
Must provide the ability to manually select applications for verification
Must provide the ability to select a specified number of applications at random
Must have the ability to display a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.
Must provide a count report that displays the number of total applications and the number selected per category
Must allow printing and emailing of initial notification letters
Must allow printing and emailing of warning letters
Must allow printing and emailing of complete letters
Must allow printing and emailing of failures to respond
Must automatically generate and populate all necessary federal reports for verification
Ability to exclude a school from the verification process

Accountability:

Ability to accurately track all meal sales, and provide accurate claim information (counts and reimbursement), with CEP eligible sites and free & reduced sites.
Ability to perform edit checks on meal counts by site with customizable attendance factors.
Ability to export all financial, claim, and inventory data as needed.
Support custom scheduled exports and imports.

Reporting:

The system must continue to function normally while reports are being generated.

Online Portal:

Must be PCI compliant
Allow parents to make payments via credit card or e-check. Fees need to be clearly disclosed to the parent, and no fees can be passed back to the district.
Allow parents to view student accounts, including account balances and transactions, at no cost to the parent.
Allow parents to view menu boards by school.
Allow parents to view transactions in real time.
Parents should have access to a free mobile app.
Software provider must assume all liability for transactions made through the online portal.
Software provider must provide support for parents using the online portal.

The software will streamline service and reporting under every USDA program utilized by the District. The District requires that proposer provides both the software and implementation services for this project. Implementation should follow the schedule that will be provided by the School Nutrition IT Team. This project will be implemented in two phases.

- First Phase is Front of House
 - Point of sale
 - Student Eligibility Management
 - Online Payment
 - Online F&R Applications

- Accountability
- Second Phase is for the implementation of Back of House.
 - Menu Planning & Nutritional Analysis
 - Online Menu Boards
 - Ordering
 - Inventory
 - Production Records
 - Reporting

1.4.2 Software Compatibility

The District's Student Software is PowerSchool and the District's Accounting System is currently Business Plus and transitioning to Munis by Tyler Technologies.

The proposer's software must provide access to all data. Importing and exporting capability should include any type of data from an external source, either by flat file, text, cave or direct database link. The data must be fully accessible (exportable in .pdf, .txt, and .csv) to the District upon installation and throughout the term of the agreement. Report availability shall be 24 hours/data. Imports and exports can be scheduled in the system to automatically transfer data to / from the district.

The District requires real-time data entry and retrieval for all data elements captured within the system. The system must have different levels of access based upon user roles and rights to be established during the implementation period.

It is expected that the successful proposer in a joint effort with the SN IT Team will coordinate a phased in plan to reduce risk, ensure a high-quality implementation, move at a rapid pace, and strategically design to make transitions as seamless as possible.

Back-up processes must be scheduled periodically and must be maintained by individuals according to job responsibilities. The District reserves the right to approve the individuals that are provided access to modify back up processes.

Software must allow web-based internet access for payment and record keeping and must integrate with the student information.

Software should be compliant with current local, State and Federal laws (USDA), policies and regulations for K-12 Food Service operations. Vendors must include in their proposal how changes and updates to local, State, and Federal laws, policies and regulations for K-12 Food Service will be incorporated into their software over time.

The proposer must implement testing procedures to ensure that the system meets the requirements explained in the RFP.

The proposer is required to provide technical support in all stages of the project from setting up the system thru post implementation.

1.4.3. Data

The proposer is expected to configure and populate the District's database for the new system by providing data migration services. The proposer will define the vehicle for system loading and the required data format. The proposer shall ensure that the data migrated from existing systems is accurate and complete once the data migration has been completed. The proposer will partner with SN IT Team to complete the migration of data required for populating the vendors system. This shall include, but not be limited to the following functions:

- Conversion services to convert information as requested from existing software/processes
- Uploading student data (identification numbers, photos, etc.) from the Student Information System Data and records should be secured with security and permission definition and data shared across/between modules as required for the workflow to be as efficient and effective as possible. Data must be stored and secured via cloud hosted by the proposer. A high level of security is required and shall be available to adapt to future security needs.

No data should be made available to any third-party organization other than those that have been authorized through this contract.

1.4.4. Training

The proposer must have the capability for remote training through remote control of SN computers as needed. The proposer must provide in-depth online training to the School Nutrition personnel of whom will be administrating and maintaining the software post-go live. This includes the utilization of process flows, all screens and execution of reports, and all data feeds/points of system integration with other District's systems.

1.5. Payment Terms and Conditions

1.5.1. Compensation Firm. The payment rates and the maximum liability of the District under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason.

1.5.2. Payment Methodology. The Proposer shall be compensated based on the proposal's service cost herein for services rendered authorized by the District. Any billing questions should be directed to Martha Marrufo, SNP Accounting Manager, at 423-498-7289.

1.5.3. Invoice Requirements. The Proposer shall invoice the District only for completed service and for the amount stipulated in 1.5.2, above, and as required below prior to any payment.

1.5.3.1. The Proposer shall submit invoices to:

Hamilton County Department of Education
Attn: Connie Blevins, Accounts Payable Supervisor
3074 Hickory Valley Road
Chattanooga, TN 37421
Or via email:
CN_AP@HCDE.ORG

1.5.3.2. The Proposer agrees that an invoice will be submitted per contract year and shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information:

- Invoice/Reference Number (assigned by the Proposer);
- Invoice Date
- Invoice Period (period to which all invoiced charges are applicable);
- P.O. Number
- School Name and Address;
- Proposer Name;
- Proposer Contact (name, phone, and/or fax for the individual to contact with billing questions);
- Proposer Remittance Address; and
- Complete Itemization of Charges, which shall detail the following:
 - Service Description (including name/title as applicable) of each service invoiced and time period;
 - Total Amount Due for the invoice period.

1.5.3.3. The Proposer understands and agrees that an invoice to the District under this Contract shall:

- include only charges for service described in RFP Attachment 6.3. and in accordance with Section 1.5 Payment Terms and Conditions;
- not include any future work but will only be submitted for completed service; and
- not include sales tax or shipping charges.

1.5.3.5. The Proposer agrees that timeframe for payment (and any discounts) begins when the District Accounts Payable representative is in receipt of each invoice meeting the minimum requirements above.

1.5.4. Payment of Invoice. The payment of the invoice by the District shall not prejudice the District's right to object to or question any invoice or matter in relation thereto. Such payment by the District shall neither be construed as acceptance of any part of the service provided nor as an approval of any of the amounts invoiced therein.

1.5.5. Invoice Reductions. The Proposer's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the District, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services. This will be done by the proposer issuing a credit to the School Nutrition Program, via Accounts Payable.

2. PROPOSAL REQUIREMENTS

2.1. Proposal Form

A response to this RFP requires both parts, a Technical Proposal and a Cost Proposal.

2.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information, amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the District will deem the proposal to be non-responsive and reject it. Cost proposals are to be entered on RFP Attachment 6.3.

2.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

2.1.1.2. A proposal should be prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8-1/2" x 11" pages. All proposal pages must be numbered.

2.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

2.1.1.4. The District may determine a proposal to be non-responsive and reject it if:

- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or

- b. the Technical Proposal document does not completely respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.
 - c. the RFP is not returned in its entirety with appropriate questions answered and pages signed, documented as required.
- 2.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the District will deem the proposal to be non-responsive and reject it.

- 2.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 2.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.
- 2.1.2.3. A Proposer must sign and date the Cost Proposal.
- 2.1.2.4. A Proposer must submit the sealed Cost Proposal together with the sealed Technical Proposal in the same envelope.

2.2. Proposal Delivery

A Proposer must deliver (via hand carry, mail, carrier or the like) a proposal in response to this RFP as detailed below. The District will not accept a proposal delivered by any other method (electronic, facsimile, or the like).

- 2.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including, but not limited to, required signatures.
- 2.2.2. A Proposer must submit the original Technical Proposal and Cost Proposal documents and copies as specified below.
 - 2.2.2.1. One (1) original Technical Proposal paper document labeled:
“BID/RFP BID FILE NO. 20-77 TECHNICAL PROPOSAL ORIGINAL”
and one (1) exact copy of Technical Proposal labeled:
“BID/RFP BID FILE NO. 20-77 TECHNICAL PROPOSAL COPY”
In the event of a discrepancy between the original Technical Proposal document and the copy, the original, signed document will take precedence.
 - 2.2.2.2. One (1) original Cost Proposal paper document labeled:
“BID/RFP BID FILE NO. 20-77 COST PROPOSAL ORIGINAL”
and one (1) exact copy of the Cost Proposal labeled:
“BID/RFP BID FILE NO. 20-77 COST PROPOSAL COPY”
In the event of a discrepancy between the original Cost Proposal document and the copy, the original, signed document will take precedence.
- 2.2.3. A Proposer must seal, package, and place the entire completed RFP in one envelope for delivery as follows.
 - 2.2.3.1. The Technical Proposal original document and copy must be placed in a sealed package that is clearly labeled:
“**COMPANY NAME, BID/RFP BID FILE NO. 20-77 TECHNICAL PROPOSAL, TIME AND DATE OF OPENING**”

2.2.3.2. The Cost Proposal original document and copy must be placed in a separate, sealed package that is clearly labeled:

“COMPANY NAME, BID/RFP BID FILE NO. 20-77 COST PROPOSAL, TIME AND DATE OF OPENING”

2.2.3.3. The separately, sealed Technical and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled in the lower left hand corner of the envelope:

“COMPANY NAME, REBID/RFP BID FILE NO. 20-77 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL, TIME AND DATE OF OPENING”

2.2.4. A Proposer must ensure that the Purchasing Agent receives a proposal in response to this RFP no later than the Proposal Deadline time and date designated on the front cover of the RFP.

**Hamilton County Department of Education
Denise Ellison, Purchasing Agent
3074 Hickory Valley Road
Chattanooga, TN 37421**

2.3. Proposal & Proposer Prohibitions

2.3.1. A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

2.3.2. A proposal must not restrict the rights of the District or otherwise qualify the offer to deliver services as required by this RFP. If a proposal restricts the rights of the District or otherwise qualifies the offer to deliver services as required by this RFP, the District, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

2.3.3. A proposal must not propose alternate services (i.e., offer services different from those requested and required by this RFP). The District will consider a proposal of alternate services to be non-responsive and reject it.

2.3.4. A Cost Proposal must not result from any collusion between Proposers. The District will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the District will consider any such actions to be grounds for proposal rejection or contract termination.

2.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect or subject to record. If the District determines that a Proposer has provided such incorrect information, the District will deem the Proposer’s proposal non-responsive and reject it.

2.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the District will deem all of the proposals non-responsive and reject them.

2.3.7. A Proposer must not submit a proposal as a prime proposer while also permitting one or more other Proposers to offer the Proposer as a sub-proposer in their own proposals. Such may result in the disqualification of all Proposers knowingly involved.

2.4. Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date given.

2.5. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP deadline time and date by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time prior to the Proposal Deadline.

3. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

3.1. RFP Cancellation

The District reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations, and does not guarantee that a contract award will result from this RFP.

3.2. District Right of Rejection

3.2.1. Subject to applicable laws and regulations, the District reserves the right to reject, at its sole discretion, any and all proposals.

3.2.2. The District may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

3.3. Removal of Proposer’s Employees: The successful proposer agrees to utilize only experienced, responsible and capable people in the performance of the service. The District may require that the successful proposer remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the District.

3.4. Insurance: Proposers shall provide Worker’s Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based. Successful proposer must add Hamilton County Department of Education as additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for each additional named insured. Complete copies of insurance policies must be provided, if requested. A failure to provide said documentation will be considered a contract breach and grounds for termination.

Insurance Required:

All proposers must provide Certificate of Insurance detailing the following coverage and amounts as part of RFP submittal:

Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability:	\$1,000,000 per occurrence
Commercial General Liability	\$1,000,000 each occurrence, \$3,000,000 aggregate
E & O:	\$1,000,000 each occurrence
Auto (Truck) Liability:	\$5,000,000 each occurrence + uninsured motorist

Successful proposer must add the Hamilton County Department of Education to insurance policies as additional named insured prior to the execution of contract.

3.5. Licensure

3.5.1. The apparent successful Proposer (and Proposer employees as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. **The District will require any Proposer to submit copies of proper licensure along with the proposal.**

3.5.2 All technicians employed by the Proposer must be trained as described in page 4, 21.2 and 21.3. All appropriate certifications (EPA, etc.) shall be required of any technician employed by the Proposer performing services.

3.6. Disclosure of Proposal Contents

- 3.6.1. Each proposal and all materials submitted to the District in response to this RFP become the property of the District. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the District
- 3.6.2. The District will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are reviewed and the recommended proposer is approved by the Board.

3.7. Contract Approval and Contract Payments

- 3.7.1. This RFP and its proposer selection processes do not obligate the District and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. District obligations pursuant to a contract award shall commence only after the contract is signed by the District School Nutrition Director and the Proposer, and after the Contract is approved by the Hamilton County Board of Education as required by applicable laws and regulations. Also, a purchase order will be issued after the School Board approves the selected proposer.
- 3.7.2. No payment will be obligated or made until the relevant Contract is approved. All payments relating to this procurement will be made in accordance with the District Payment Terms and Conditions of the Contract resulting from this.

3.8. Proposer Performance

The Proposer resulting from this RFP will be responsible for the completion of all service set out in this RFP including attachments and addendums. All service is subject to inspection and evaluation by the School Nutrition Director or Designee. The District will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract; and the Proposer must cooperate with such efforts.

3.9. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the District and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4. PROPOSAL EVALUATION & CONTRACT AWARD

4.1. Evaluation Categories & Maximum Points

The School Nutrition Evaluation Team will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	20
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	30
Cost Proposal (Refer to RFP Attachment 6.3.)	50

4.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. (“Responsive Proposer” is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. “Responsible Proposer” is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) Upon request, the Proposer shall submit documentation substantiating the Proposer’s financial responsibility.

4.2.1. **Technical Proposal Evaluation.** The RFP Proposal Evaluation Team (consisting of the School Nutrition Director and at least two other Hamilton County Schools employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

4.2.1.1. The Evaluation Team reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the Team. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the District.

4.2.1.2. The Director of School Nutrition will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the Director of School Nutrition determines that a proposal may have failed to meet one (1) or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team’s determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the Team will request clarifications or corrections; or,
- c. the Team will forward the RFP to the Purchasing Agent to determine the proposal non-responsive to the RFP and reject it.

4.2.1.3. Proposal Evaluation Team members will evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Sections B and Section C.

4.2.1.4. For each proposal evaluated, a designated team member will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

4.2.1.5. Before Cost Proposals are reviewed, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

4.2.2. **Cost Proposal Evaluation.** The Director of School Nutrition will review the Cost Proposal for evaluation of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

4.2.3. **Total Proposal Score.** The team designee will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.4., Proposal Score Summary Matrix).

4.3. Contract Award Process

4.3.1. The Director of School Nutrition will determine the apparent best-evaluated proposal. (To recommend a contract award to a Proposer other than the one receiving the highest evaluation process score, the Director of School Nutrition must provide written justification and obtain approval from the District Purchasing Agent.)

- 4.3.2. The Director of School Nutrition will submit the Proposal Evaluation Team determinations and proposal scores to the HCDE Purchasing Agent for consideration along with any other relevant information that might be available and pertinent to contract award.
- 4.3.3. The School Nutrition Proposal Evaluation Team reserves the right to make an award without further discussion of any proposal.
- 4.3.4. The Purchasing Agent will submit the request for approval of the recommended proposer to the next earliest Board meeting. All proposers will be notified by this Agent as to the status of their proposal submission.

5. ATTACHMENTS

The following pages are certifications as required by law. Each is to be reviewed, signed and completed as stated.

CERTIFICATE OF COMPLIANCE

By indication of the authorized signature below, the Proposer/Bidder does hereby make certification and assurance, under penalty of perjury, of the Proposer's/Bidder's compliance with all provisions of this bid/proposal and the following items:

1. the laws of the State of Tennessee and Hamilton County;
2. Title VI of the Civil Rights Act of 1964;
3. Title IX of the Education Amendments of 1972
4. that to the best of its knowledge and belief that each proposer/bidder is not on the list created pursuant to T.C.A. §12-12-106 regarding the Iran Divestment Act;
5. the Drug Free Workplace statement;
6. the condition that no amount shall be paid directly or indirectly to an employee or official of Hamilton County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subSuccessful proposer, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

Signed _____ Dated _____

Print Name _____ Email _____

Company _____ Telephone No. _____

Address _____ Fax No. _____

City _____ State _____ Zip _____

Completed by:

Hamilton County Board of Education

School Nutrition Program

RFP File 20-77

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

The prospective participant / proposer certifies, by submission of this proposal, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency.

Where the prospective participant / proposer is unable to certify to any of the statements in this Certification, such prospective participant / proposer shall attach an explanation to this proposal.

Organization Name

Name(s) and Title(s) of Authorized Representative(s)

Signature

Date

RFP ATTACHMENT 5.3.

CERTIFICATION REGARDING LOBBYING

RFP File 20-77

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$25,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

RFP ATTACHMENT 5.4.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this RFP.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure him or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, and intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the RFP.

RFP ATTACHMENT 5.4.1.

NON-COLLUSION AFFIDAVIT

State of _____ Contract/RFP Bid File No. 20-77

County of _____

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other proposer, proposal, or potential proposer.
- (2) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before RFP opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this RFP, or to submit any intentionally high or noncompetitive proposals or other form of complementary proposal.
- (4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (5) _____, its affiliates, subsidiaries,
(Name of my Firm)

officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

RFP ATTACHMENT 5.4.2

Non-Collusion Affidavit
Continued

I state that _____ understands and
(Name of my Firm)

acknowledges that the above representations are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY

OF _____, 20_____

NOTARY PUBLIC _____

My commission expires: _____

RFP ATTACHMENT 5.5.

Drug-Free Workplace Affidavit Requirements

- (1) Each Proposer or Sub-proposer with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of proposals. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Proposer's Proposal Form, and the Proposal shall not be considered complete if said affidavit is not included, and the Proposal shall be rejected as Non-Responsive.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

AFFIDAVIT OF COMPLIANCE

WITH

DRUG-FREE WORKPLACE REQUIREMENTS OF

TENNESSEE CODE ANNOTATED, § 50-9-113

(To be submitted with proposal by proposer/proposer with 5 or more employees)

I, _____, president or other principal

Officer of _____, swear or affirm that the
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or principal officer of _____,

on this _____ day of _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

RFP ATTACHMENT 5.6.

**CERTIFICATION OF COMPLIANCE WITH
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

Certification Requirements.

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/Successful proposer who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/Successful proposer has been duly authorized to do so on behalf of the bidder/Successful proposer.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name Printed Name of Authorized Official

Signature of Authorized Official

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires: _____

RFP ATTACHMENT 5.7.

ADDENDUM TO AGREEMENT

RFP File 20-77

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department" and

_____ Company (Company) dated _____. Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
2. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

Superintendent
Hamilton County Department of Education

Authorized Representative

Company

Date

Date



Vendor Information Form

Please complete all of the following information, where applicable:

Tax ID # (FEIN or SSN): _____

Organization Type: () Corporation () Individual/Sole Proprietor () Non Profit*
 () LLC () Partnership/Limited Partnership

Tax Exempt

Name of Company/Firm (*as shown on Federal Tax return*): _____

Alternate name, if applicable (*doing business as*): _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Contact person: _____ Business Ph#: (____)____ - _____

Fax #: (____)____ - _____ E-mail address (*for E-notifications*): _____

Company / Firm's website address: _____

Payment address (*if different from address above*): _____

City: _____ State: _____ Zip+4: _____ - _____

Accept Purchasing Card (i.e. VISA): () Yes or () No Fee for using Purchasing Card? _____

Business E-mail address (*for e-notifications*): _____

Banking Info: Account #: _____

Routing and transit # (Via ACH): _____

Are you currently employed by HCDE? () Yes or () No

Requestor/Vendor's Signature: _____ Date requested/sent: _____

For Accounting Use Only:

____ New Vendor (*A completed and signed W-9 form from the vendor (Required)*)

____ Vendor Change (*Provide changes below, where applicable*)

Vendor #: _____ Date received by Purchasing: _____

Authorized Signature: _____ Date completed: _____

www.hcde.org | 423.498.7030 | Email: doe_purchasing@hcde.org | 3074 Hickory Valley Rd., Chattanooga, TN 37421

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																				
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RFP ATTACHMENT 6.0.

Site Description	Address	City	ST	Zip	Phone	Manager
Allen Elementary	9811 Dallas Hollow Rd	Soddy Daisy	TN	37379	423-843-4725	Paula Nabors
Alpine Crest Elementary	4700 Stagg Rd	Chattanooga	TN	37415	423-874-1922	Jeanelle Vineyard
Apison Elementary	10433 E Brainerd Rd	Apison	TN	37302	423-236-4377	Connie Oschenbein
Barger Academy	4808 Brainerd Rd	Chattanooga	TN	37411	423-493-0350	Carrie Silvis
Battle Academy	1601 Market St	Chattanooga	TN	37402	423-209-5755	Tammy Lambert
Big Ridge Elementary	5210 Cassandra Smith Rd	Hixson	TN	37343	423-843-4798	Michelle Smith
Brainerd High	1020 N Moore Rd	Chattanooga	TN	37411	423-855-2621	Cecilia Frazier
Brown Academy	718 East 8th St	Chattanooga	TN	37403	423-209-5768	Maranda Henderson
Brown Middle	5716 Highway 58	Harrison	TN	37341	423-344-1443	April White
Central High	5728 Highway 58	Harrison	TN	37341	423-344-1454	Jennifer McNabb
Chattanooga High (CCA)	1301 Dallas Rd	Chattanooga	TN	37411	423-209-5940	Tracy Jordan
Chatt School Arts/Sciences-CSAS	865 East 3rd St	Chattanooga	TN	37403	423-209-5846	Cynthia McGee
Chatt School for Liberal Arts-CSLA	6579 East Brainerd Rd	Chattanooga	TN	37421	423-855-2608	Donna Kelly
Clifton Hills Elementary	1815 East 32nd St	Chattanooga	TN	37407	423-493-0359	Melinda Shaffer
Daisy Elementary	620 Sequoyah Rd	Soddy Daisy	TN	37379	423-332-8818	Paula Hillian
Dalewood Middle	1300 Shallowford Rd	Chattanooga	TN	37411	423-493-0325	Cecilia Frazier
Dawn (Special Ed Program)	901 Altamont Road	Chattanooga	TN	37415	423-209-7740	Tracy Jordan
Donaldson, Calvin Elem	927 West 37th St	Chattanooga	TN	37410	423-825-7261	Carol Cagle
Dupont Elementary	4134 Hixson Pike	Chattanooga	TN	37415	423-870-0617	Cathy Sain
East Brainerd Elementary	7453 East Brainerd Rd	Chattanooga	TN	37421	423-855-2673	April Stafford
East Hamilton Middle/High	2015 Ooltewah Ringgold Rd	Chattanooga	TN	37363	423-893-3544	Cathie Vandemark
East Lake Elementary	3600 13th Ave	Chattanooga	TN	37407	423-493-0371	Destiny Strickland
East Lake Middle	2700 East 34th St	Chattanooga	TN	37407	423-493-0336	Tracy Sweat
East Ridge Elementary	1014 John Ross Rd	Chattanooga	TN	37412	423-493-9299	Tina Henderson
East Ridge High	4320 Bennett Rd	Chattanooga	TN	37412	423-867-6217	Thelma Neal
East Ridge Middle	4400 Bennett Rd	Chattanooga	TN	37412	423-867-6213	Kim Stevens
Eastside Elementary	1603 S. Lyerly St	Chattanooga	TN	37404	423-493-7783	Shemeca Bell
Middle Valley Elem	1609 Thrasher Pike	Hixson	TN	37343	423-843-4701	Joanna Sheets
Hardy Elementary	2100 Glass St	Chattanooga	TN	37406	423-493-0305	Sherine Tillman
Harrison Elementary	5637 Highway 58	Harrison	TN	37341	423-344-1432	Jennifer Elliot
Hillcrest Elementary	4302 Bonny Oaks Dr	Chattanooga	TN	37416	423-855-2603	Dewanda Benning
Hixson Elementary	5950 Winding Lane	Hixson	TN	37343	423-870-0622	Denise Swanson
Hixson High	5705 Middle Valley Rd	Hixson	TN	37343	423-847-4800	Chasity Higdon
Hixson Middle	5681 Old Hixson Pike	Hixson	TN	37343	423-847-4820	Deborah Blackstone
Howard High	2500 South Market St	Chattanooga	TN	37408	423-209-5878	Kim Pastor Ramos
Hunter Middle	5973 Hunter Rd	Ooltewah	TN	37363	423-344-1483	Susan Kelley
Lakeside Elementary	4850 Jersey Pike	Chattanooga	TN	37416	423-855-2606	Amanda Reeves

Loftis Middle	8611 Columbus Rd	Hixson	TN	37343	423-843-4756	Kelly Nelson
Lookout Mtn Elementary	321 North Bragg Ave	Lookout Mtn	TN	37350	423-825-7388	Beverly Goodwin
Lookout Valley Elementary	701 Brown's Ferry Rd	Chattanooga	TN	37419	423-825-7375	Kenetra Gonzales
Lookout Valley Middle/High	350 Lookout High St	Chattanooga	TN	37419	423-825-7355	Deborah Boyd
McConnell Elementary	8629 Columbus Rd	Hixson	TN	37343	423-843-4703	Tammy Miller
Nolan Elementary	4435 Shackelford Rdg Rd	Signal Mtn	TN	37377	423-886-0872	Brenda Camp
Normal Park Lower	1009 Mississippi Ave	Chattanooga	TN	37405	423-209-5902	Chad Phillips
Normal Park Upper	1219 W Mississippi Ave	Chattanooga	TN	37405	423-209-5918	Chad Phillips
North Hamilton County Elem	601 Industrial Blvd	Sale Creek	TN	37373	423-332-8852	Melinda Shaffer
Ooltewah Elementary	8890 Snowy Owl Rd	Ooltewah	TN	37363	423-238-9551	Dewanda Benning
Ooltewah High	6123 Mountain View Rd	Ooltewah	TN	37363	423-238-5396	Hollie Isaac
Ooltewah Middle	5100 Ooltewah-Ringgold Rd	Ooltewah	TN	37363	423-238-5730	Michell Leamon
Orchard Knob Elementary	2000 East 3rd St	Chattanooga	TN	37404	423-493-0386	April Burkhart
Orchard Knob Middle	500 N Highland Park Ave	Chattanooga	TN	37404	423-493-7797	Lanika Benford
Red Bank Elementary	1100 Mountain Crk Rd	Chattanooga	TN	37405	423-874-1919	Mary Knight
Red Bank High	640 Morrison Spgs Rd	Chattanooga	TN	37415	423-874-1905	Donna Cox
Red Bank Middle	3701 Tom Weathers Dr	Chattanooga	TN	37415	423-874-1911	Diane Smith
Rivermont Elementary	3330 Hixson Pike	Chattanooga	TN	37415	423-870-0612	Valerie Skipper
Sale Creek Middle/High	211 Patterson Rd	Sale Creek	TN	37373	423-332-8822	Rhonda Wright
Sequoyah Vocational	9517 Ridge Trail Rd	Soddy Daisy	TN	37379	423-843-4709	Sheila Williams
Shepherd, Bess T. Elem	7126 Tyner Rd	Chattanooga	TN	37421	423-855-2672	Nicole Turitto
Signal Mtn Middle/High	2650 Sam Powell Trail	Signal Mtn	TN	37377	423-886-0877	Jackie Ellis
Smith, W A Elementary	5971 Hunter Rd	Ooltewah	TN	37363	423-344-1427	Ginger Ferguson
Snow Hill Elementary	9042 Career Lane	Ooltewah	TN	37363	423-344-1459	Dori Lyles
Soddy Daisy High	618 Sequoyah-Access Rd	Soddy Daisy	TN	37379	423-332-8836	Toni Cranmore
Soddy Daisy Middle	200 Turner Rd	Soddy Daisy	TN	37379	423-332-8857	Brenda Egger
Soddy Elementary	260 School St	Soddy Daisy	TN	37379	423-332-8841	Patricia Davidson
Spring Creek Elementary	1100 Spring Creek Rd	Chattanooga	TN	37412	423-855-6140	Patricia Haven
Stem School	4501 Amnicola Hwy	Chattanooga	TN	37406	423-531-6270	Donna Cox
Thrasher Elementary	1301 James Blvd	Signal Mtn	TN	37377	423-886-0884	Donna Warren
Tyner High	6836 Tyner Rd	Chattanooga	TN	37421	423-855-2637	Phyllis Spence
Tyner Middle	6837 Tyner Rd	Chattanooga	TN	37421	423-855-2650	Audry Ensley
Washington (Alternative)	7821 Hancock Road	Chattanooga	TN	37416	423-893-3520	Jennifer McNabb
Westview Elementary	9629 East Brainerd Rd	Chattanooga	TN	37421	423-855-6144	Leticia Chenkus
Wolftever Elementary	5080 Ooltewah-Ringgold Rd	Ooltewah	TN	37363	423-238-7308	Vicki Pittman
Woodmore Elementary	800 Woodmore Lane	Chattanooga	TN	37411	423-493-0393	Thailia Smith

RFP ATTACHMENT 6.1.

RFP # PROPOSAL STATEMENT OF ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services, section 1.4, of the RFP for the total contract period including annual renewal options.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

****DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY****

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

RFP ATTACHMENT 6.2. — SECTION A

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The Contract Administrator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the Contract Administrator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:		
Section A— Mandatory Requirement Items		Circle One:
The Proposal must be delivered to the District no later than the Proposal Deadline specified in the RFP.		Pass / Fail
The Technical Proposal must NOT contain cost or pricing information of any type.		Pass / Fail
The Technical Proposal must NOT contain any restrictions of the rights of the District or other qualification of the proposal.		Pass / Fail
A Proposer must NOT submit alternate proposals, change language or format, or submit more than one bid for the same proposal or more than one bid from different locations for the same company.		Pass / Fail
A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-proposer).		Pass / Fail
The Proposer must submit the completed RFP with all appropriate acknowledgements, forms, requested documents, notary and general signatures, as required. Proposer may not add additional sheets unless requested.		Pass / Fail
Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.		Pass / Fail
Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall provide the product and perform the service under the contract has a possible conflict of interest (e.g., employment by the District) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the District, and the District reserves the right to cancel any award.		Pass / Fail
The proposer must submit all local, state, and federal agency licensing requirements for their company.		Pass / Fail
<i>District Use – Contract Administrator Signature, Printed Name & Date:</i>		

RFP ATTACHMENT 6.2. — SECTION B

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. On a separate page(s) the Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign up to the maximum score for each response to Section B—General Qualifications & Experience Items. The maximum points for this section are twenty (20).

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	Maximum Points Awarded
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.	2
	B.2.	Describe the Proposer’s form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).	1
	B.3.	Briefly describe how long the Proposer has been performing the services required by this RFP.	4
	B.4.	Furnish evidence of at least three (3) other school districts with at least twenty (20) locations each, within the last two years for projects similar in scope/size to the service of this district sought under this RFP. School Nutrition Director’s/Supervisor’s names, telephone numbers, fax numbers and emails are required in order to check these references.	4
	B.5.	State whether or not the Proposer or, to the Proposer’s knowledge, any of the Proposer’s employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.	2
	B.6.	State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	1
	B.7.	State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer’s financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer’s performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.	1
	B.8.	State whether or not your company has ever been sanctioned or found in violation (past, present, pending) of any local, state or federal environmental violations. If so, include an explanation providing relevant details.	2
	B.9.	Identify their regular business hours and service hours for the company’s week. Provide contact names and phone numbers for School Nutrition personnel for technical support during normal working hours. This contact should be available at any time during the hours of 7:00 a.m. to 4:30 p.m. Eastern Time. Please provide a contact number for hours outside of the aforementioned times and on weekends.	3
SCORE (for all Section B—Qualifications & Experience Items above) (maximum possible score = 20):			
<i>District Use – Evaluator Identification:</i>			
<i>District Use – Contract Administrator Signature, Printed Name & Date:</i>			

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. On a separate page(s) the Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three (3) School Nutrition employees, will independently evaluate and score the proposal's response to each item. The maximum points for this section are thirty (30). Each evaluator will use the following whole number scale for scoring each item:

0 = no value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section C–Technical Qualifications, Experience & Approach Items	District Use ONLY
			Item Score
	C.1.	Describe the type of hardware that can support their software solution. Provide a list.	
	C.2.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP.	
	C.3.	Describe the lifecycle of the proposer's product including version control and any planned future releases.	
	C.4.	Describe the proposer's security policies and protocols to ensure that the District data would be protected; referred to these topics: breach of security, cyber-attacks, virus, back up procedures, user authentication, access logs, transfer processes, accessibility of audit trails.	
	C.5.	Provide a brief statement how the District will charge for front of house and back of house. The District anticipates that the implementation of the new software will be phased in. Do not include any actual pricing.	
	C.6.	Describe proposer's plan for training and technical support for district personnel and families. Please refer to methodology, availability, response time (support) and frequency (training).	
Total Score (maximum possible score = 30):			
<i>District Use – Evaluator Identification:</i>			
<i>Contract Administrator Signature, Printed Name & Date:</i>			

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Proposer shall list their Cost Proposal in the white columns below. It shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP. The Cost Proposal shall remain valid for at least 90 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The District is under no obligation to request service from the Proposer in any specific dollar amounts or to request any service at all from the Proposer during any period of this Contract. The SNP reserves the right to use existing staff to perform preventive maintenance and troubleshooting/repair as appropriate.

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the President or Chief Executive Officer, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

The first area addresses labor cost and issues. This section has a maximum points value of fifty.

Please fill out Cost Proposal Form in the next page.

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
RFP File 20-77**

COST PROPOSAL FORM

PROPOSER SIGNATURE:	
PRINTED NAME & TITLE	
DATE:	
PROPOSER LEGAL ENTITY NAME:	

Instructions: Proposers have the option of charging each module by site or lump sum. Additionally, Proposers may forgo individual module pricing and propose a lump sum yearly cost. Any lump sum pricing, either by module or by year, is made with the understanding that sites may be added or deleted without altering the price.
If an item is included at no cost to the district, enter "\$0".
If an item is not available, enter "unavailable". This may disqualify the Proposer if it is a system requirement outlined on pages 12-15.

Cost Item Description	Proposed per Site Cost	Projected Need	Total Proposed Cost
-----------------------	------------------------	----------------	---------------------

First Phase: Front of House

Point of Sale		143 POS Computers	
Student Eligibility Management		74 Sites	
Online Payment		74 Sites	
Free & Reduced		74 Sites	
Accountability		74 Sites	
Total Front of House Costs:			

Please explain if/how the FOH rate would be prorated for a January 2021 FOH implementation

Second Phase: Back of House

Menu Planning & Nutritional Analysis		71 Sites	
Online Menu Boards		74 Sites	
Ordering		72 sites	
Inventory		72 sites (including 1 warehouse)	
Production Records		71 sites	
Reporting		74 sites	

Total Back of House Costs:

--	--	--

Training

Cost per Day or Hr
(please specify)

Onsite training and travel expenses during implementation, if applicable		2-8 hr days during FOH implementation 2-8 hr days during BOH implementation	
Onsite training and travel expenses if needed after implementation.		4 hrs/year	
Online live training/support during implementation		70 hrs during implementation For FOH and BOH	
Online live training/support after implementation		10 hrs/year	
Online recorded training		Instructional videos for most or all of purchased modules	
Total Training/Support Costs:			

Additional Fees

Additional required fees not listed above (please explain)			
Total Additional Fees:			

Hardware Adjustment

Is your software compatible with Horizon USB w/tactile keyboard # 19-15705 (existing hardware)?

YES

NO

If "NO", an additional \$35,000 will be added to the Year 1 price to account for the cost to replace all 175 pin pads.

	Total Proposer's Cost	Hardware Adjustment	Total Cost to the District
Year 1 (1 semester FOH)			
Year 2 (FOH and BOH)			
Year 3			

Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
Total Cost of the Contract			

RFP ATTACHMENT 6.4.

PROPOSAL SCORE SUMMARY MATRIX

	<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>		<i>PROPOSER NAME</i>	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 20)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 30)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 50)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						
<i>Contract Administrator Signature, Printed Name & Date:</i>						

SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
RFP File 20-77
NO BID FORM

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not exclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to participate in the bid process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Explanation:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We do not sell the items/services on which Bids are requested.
- _____ 5. We wish to be removed from the Bidder's List.
- _____ 6. Other: _____

FIRM NAME/ SIGNATURE

DATE

EMAIL ADDRESS

EQUAL OPPORTUNITY / NON-DISCRIMINATION

The Hamilton County Department of Education is an equal opportunity affirmative action employer.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, TN 37421
423-498-7030
June 08, 2020

SCHOOL NUTRITION PROGRAM

REQUEST FOR PROPOSAL

SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION

RFP File 20-77

Checklist

- Small Business and Minority Classification
- Bid Properly Signed/Dated
- Certificate of Compliance
- Certification- Debarment
- Certification- Lobbying
- Non-Collusion Affidavit-signed & Notarized
- Drug Free Work Place Affidavit-signed & Notarized
- IRAN Act
- Proposal Statement of Assurances signed
- Technical Proposal
- Cost Proposal
- Addendum to Agreement Signed
- Vendor Information Form and W-9
- Addendum # ____ if applicable

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SCHOOL NUTRITION PROGRAM
REQUEST FOR PROPOSAL
SCHOOL NUTRITION MANAGEMENT SOFTWARE SOLUTION
RFP File 20-77

Software Requirement Checklist

System Information			
		YES	NO
1	The software must be cloud based and hosted by the vendor in a secured location, with redundant failover capabilities.		
2	All aspects of the software need to be accessible from any location with access to the internet.		
3	All data should be in a unified database, and changes are updated in real time between modules.		
4	Security permissions can be configured by user or by group for all components of the software.		
5	Maintain at least the current year plus three years prior for all data in the system with the ability to maintain the data longer in circumstances outlined in Section 1.2.2. of this RFP.		
Point of Sale			
6	Must be touch based without any need for a keyboard or mouse.		
7	Must support up to two pin pads per POS, for input of unique student identifier.		
8	Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.		
9	All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.		
10	Track allergies and dietary restrictions by student, and warn / prevent sales of items based on this information.		
11	Must be able to serve students from multiple schools through each POS terminal.		
12	Must support a school or principal account that can be used to make purchases or pay for student meals.		
13	Must have a sell by photo mode, that allows the cashier to enter sales by viewing student photos.		
Menu Planning			
14	Ability to track all district inventory items with nutritional information, serving sizes, USDA crediting information, allergens, and ordering information.		
15	Ability to build recipes with step by step instructions with rich text entry, including inventory items, HACCP, photos, notes, automatic scaling for users, multiple serving sizes, USDA crediting information, and allergens.		
16	Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.		
17	Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.		
18	System must be USDA approved for Menu Planning and Nutritional Analysis.		
19	Ability to copy menu plans and assign them to sites and dates as applicable.		
Production Records			
20	Production records need to be populated from scheduled menus that have been assigned to the site / date.		
21	Ability to print a production worksheet, production pull ticket, and finished production record that meets up to all Tennessee state requirements.		
22	Ability to modify scheduled production record at the site level, by adding / removing items and recipes, and updating served / prepared quantities.		
23	Ability to support an optional temperature probe.		
24	Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.		
25	Ability to calculate all costs associated with production record based on actual production		

Inventory & Ordering		
26	Ability to maintain a perpetual (on-hand) inventory, and do at least a monthly physical inventory that reconciles these together.	
27	Ability for sites to submit orders, to consolidate orders centrally, and electronically transmit the orders to vendors.	
28	Ability to transfer inventory items between sites.	
29	Ability to track available commodity items, and automatically use commodity items when entering site orders.	
30	Ability to automatically generate orders based on planned production records and on-hand inventory.	
31	Ability for an item to be ordered from multiple vendors.	
32	Ability to create delivery schedules based on vendor and sites.	
33	Ability to setup custom storage locations by site.	
34	Ability to support an optional barcode scanner that be used for receiving.	
35	Ability to establish a warehouse site that supports inventory (perpetual and physical) and ordering (as a vendor and a receiving site	
Student Management		
36	Ability to attach documentation to student records.	
37	Record a history of all student notifications.	
38	Record a history of all changes to student applications.	
39	Upon changing a student's eligibility status, all past meal purchases should be updated based on the eligibility date.	
40	Automatically extend grace benefits to CEP students who are transferring to non-cep sites.	
Free & Reduced		
41	Include online meal applications	
42	Provide access to online meal application inside the online portal	
43	Allow parents to fill out online applications even if they don't have an account in the system	
44	Must provide online meal applications in any language needed by the district	
45	Ability to display a customizable message when online applications are completed	
46	Ability to exclude foster, head start, migrant, homeless and runaway students from the automatic approval process	
47	Must provide a unique alpha numeric code for every submitted application	
48	Ability to exclude eligibility benefit types such as FDPIR and SNAP from the automatic approval process	
49	Ability to include custom questions on online meal applications	
50	Ability to create and track an unlimited number of online meal application statuses	
51	Must enforce data entry in required fields to ensure completed applications	
52	Must email parents that unique code when completing an online application	
53	Ability to track notes on the application record	
54	Eligibility letters to parents must be fully customizable	
55	Ability to print or email eligibility letters from the application record	
56	Keep a record of all notifications sent regarding that application	
57	Provide a read receipt for emails	
58	Each application must include a change history to track all changes made to application	
59	Ability to create custom statuses for online applications	
60	Ability to print paper copies of online applications	

61	System must track detect and track duplicate meal applications		
62	System must support an upload of the district's direct certification file that automatically matches to enrolled student		
63	System must automatically extend benefits to household members based on direct certification import		
64	Extended benefits must be identified uniquely from direct certified eligibilities		
65	System must allow direct certification to be run as often as needed		
66	Ability to group schools for reimbursement reports		
67	All applications must be available in the system for a minimum of five years		
Verification			
68	System must provide a streamlined process for handling verification		
69	Must provide the ability to manually select applications for verification		
70	Must provide the ability to select a specified number of applications at random		
71	Must have the ability to display a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.		
72	Must provide a count report that displays the number of total applications and the number selected per category		
73	Must allow printing and emailing of initial notification letters		
74	Must allow printing and emailing of warning letters		
75	Must allow printing and emailing of complete letters		
76	Must allow printing and emailing of failures to respond		
77	Must automatically generate and populate all necessary federal reports for verification		
78	Ability to exclude a school from the verification process		
Accountability			
79	Ability to accurately track all meal sales, and provide accurate claim information (counts and reimbursement), with CEP eligible sites and free & reduced sites.		
80	Ability to perform edit checks on meal counts by site with customizable attendance factors.		
81	Ability to export all financial, claim, and inventory data as needed.		
82	Support custom scheduled exports and imports.		
Reporting			
83	The system must continue to function normally while reports are being generated.		
Online Portal (Payments)			
84	Must be PCI compliant		
85	Allow parents to make payments via credit card or e-check. Fees need to be clearly disclosed to the parent, and no fees can be passed back to the district.		
86	Allow parents to view student accounts, including account balances and transactions, at no cost to the parent		
87	Allow parents to submit free and reduced applications		
88	Allow parents to view menu boards by school.		
89	Allow parents to view transactions in real time.		
90	Parents should have access to a free mobile app.		
91	Software provider must assume all liability for transactions made through the online portal.		
92	Software provider must provide support for parents using the online portal.		