



## Sullivan County Purchasing Department

### Request For Proposals

RFP#20230323 (MR) -  
**Point of Sale Software for  
Sullivan County Department of Education  
School Nutrition Program**

Formal submittals must be received by  
2:00 p.m., on March 23, 2023

Submit Proposals to:  
Sullivan County Purchasing Department  
Michelle Ramey, Chief Deputy Purchasing Agent  
3411 Hwy 126, Suite 201  
Blountville, TN 37617

## REQUEST FOR PROPOSALS

Sealed Request for Proposals for the following will be received by the Sullivan County Purchasing Agent until 2:00 P.M., Eastern Time, **March 23, 2023**. The names of the responding firms will be publicly announced and recorded by the Sullivan County Purchasing Agent. All proposals will be considered for award or rejection at a later date.

### PROJECT: POINT-OF-SALE SOFTWARE FOR SULLIVAN COUNTY DEPARTMENT OF EDUCATION SCHOOL NUTRITION PROGRAM

Documents for the above referenced items are available on the Sullivan County's Vendor Registry website at

<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=sullivan-county-tn-vendor-registration>. All questions regarding this request must be submitted via email to Michelle Ramey, Chief Deputy Purchasing Agent at [michelle.ramey@sullivancountyttn.gov](mailto:michelle.ramey@sullivancountyttn.gov), no later than **March 14, 2023**, by the end of the business day. All questions will be answered in an addendum issued on **March 17, 2023**.

**Funding for this purchase is being provided by the Sullivan County School Nutrition Program funds, which are federal funds administered by the State of Tennessee.**

By submission of a signed submittal, the submitter certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. Qualified Disadvantaged Business Enterprises (DBEs) are encouraged to submit.

No submitted proposals may be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of submittals. All submittals shall be signed, sealed, and addressed to the Sullivan County Purchasing Agent, 3411 Hwy 126, Suite 201, Blountville, Tennessee 37617 and marked "RFP #20230323 (MR) Point-of-Sale Software for Sullivan County Department of Education School Nutrition Program". Seven (7) sets of proposals must be submitted with an additional electronic copy submitted on a USB drive. Sullivan County reserves the right to accept or reject any or all bids received, to waive any informalities in bidding and to readvertise.

PUB 1T: 03/05/2023

## **PURPOSE**

The Offices of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education School Nutrition Services Program is soliciting proposals from interested and qualified software vendors to provide a cloud-based Point-of Sale technology system. Services requested as part of the system include software, integration with existing hardware, training, implementation services and technical support or any combination of the above. The purpose of the software system is to support school and central office operations of the School Nutrition Program. Functions that are needed include:

- Cloud-based software system
- Point-of-Sale (POS)
- Menu Planning & Nutritional Analysis
- Production Records
- Reporting
- Accountability
- Inventory
- Student Management
- Online Menu Boards
- Online Payment System
- Online Free & Reduced Applications

Sullivan County will review all complete proposals received by the deadline. As required by law, Sullivan County Purchasing and the Sullivan County Department of Education School Nutrition Program will review the proposals and select the product/vendor(S) that best meet the requirements. The selection process will be based on the selection committees review of the proposals received to determine which product best meet the requirements, client references, and demonstration evaluations.

Any cost incurred in preparation of Request for Proposals, attendance to meetings and/or Demonstrations will solely be the responsibility of the interested vendor.

By submission of a response to the Request for Proposal, the firm certifies total compliance with TITLE VI and TITLE VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

Any agreement resulting from this Request for Proposal process shall be governed by all federal, state, and local laws.

## **BACKGROUND/ DEMOGRAPHICS**

### **a. Sullivan County, Tennessee**

Sullivan County, Tennessee is located in the hills of Northeast Tennessee. Sullivan County, Tennessee is part of the Kingsport-Bristol, TN, Bristol-VA Metropolitan Statistical Area, and a component of the Tri-Cities region. Population of Sullivan County was 158,348 in 2019. Sullivan County is the second-oldest county in the State of Tennessee.

## **b. Sullivan County Department of Education**

The Sullivan County Department of Education serves approximately 9,500+ students, kindergarten through 12th grade. The School System includes two High Schools, three Middle Schools, and ten Elementary Schools. In addition to K-12, Sullivan County provides pre-kindergarten at seven elementary schools. Students with special needs receive pre-kindergarten experiences at five elementary schools. Special Education services are provided to approximately 1,700 students ages 6-21.

### **GENERAL TERMS AND CONDITIONS**

1. All proposals shall be submitted sealed, plainly marked **“RFP#20230323 (MR) POINT-OF-SALE SOFTWARE FOR SULLIVAN COUNTY DEPTMNT OF EDUCATION SCHOOL NUTRITION PROGRAM”** to the Sullivan County Purchasing Department at the following address:  
  
Sullivan County Purchasing  
3411 Hwy 126, Suite 201  
Blountville, TN 37617
2. **Questions:** Prospective proposers will have an opportunity to submit questions regarding this Request for Proposal (RFP). Questions must be submitted via email to Michelle Ramey, Chief Deputy Purchasing Agent via [michelle.ramey@sullivancountyttn.gov](mailto:michelle.ramey@sullivancountyttn.gov), no later than **Monday, March 14, 2023, by 2:00 pm EST**. Responses to the questions will be issued as an addendum and will be posted on **March 17, 2023**, by the end of the business day on the Sullivan County Vendor Registry site through the following link <https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=sullivan-county-tn-vendor-registration>. In no case will verbal communication override written communications or documentation.
3. **Acceptance of Proposal:** Request for proposals and amendments thereto, if received by the Sullivan County Purchasing Department after the date and time specified for opening, will not be considered. It will be the responsibility of the Proposer to see that their proposal is received by the Sullivan County Purchasing Department by the specified time and date. There will be no exceptions!! Date of postmark will not be considered. Facsimile or electronic proposals will not be accepted. Changes shown on the outside of an envelope or package will not be acceptable.
4. **Award or Rejection:** Sullivan County reserves the right to award by project or total proposal; to reject any and/or all proposals in whole or in part, and to waive any informality if it is determined to be in the best interest of Sullivan County.
5. **Signature:** All proposals must be signed by an authorized, responsible officer or employee having the authority to enter into contracts. Obligations assumed by such signature must be fulfilled. The original proposal, which has been signed, shall be considered the official copy of the RFP by Sullivan County.

6. **No Contact Policy:** From the period beginning on the date of the issuance of the Request for Proposal any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing Transaction.
7. **County Protest Policy:** Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:
  - A meeting with the Purchasing Agent, the requisitioning department's manager, and representatives from the disputing party to discuss and resolve the complaint.
  - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
  - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
  - Purchases will not be allowed under this procurement until a final decision is rendered.
  - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.
8. **Conflict of Interest:** Proposer, by submitting the enclosed Compliance Affidavit with the submittal, is certifying that no gratuity of any kind and no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Sullivan County as wages, compensations, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Proposer in connection with any goods provided or work contemplated or performed relative to the agreement. A breach of ethical standards could result in civil or criminal sanction and/or debarment or suspension from being a supplier, Proposer, or subcontractor under County contracts.
9. **Non-Collusion:** Vendors, by submitting the enclosed Compliance Affidavit, certify that the enclosed proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law. In addition, Sullivan County reserves the right to disqualify any submittal, before or after opening, upon evidence of collusion with the intent to defraud or any other such illegal practices conducted by any responding firm. Any remedies in the firm's response, including agreement, license agreement, terms, conditions, literature, etc. that may be considered an agreement to waive the legal rights of the citizens of Sullivan County shall be considered cause for rejection. In the County's sole judgment, failure to properly identify a conflict of interest may result in disqualification of a proposer or subsequent termination of the contract. During the performance of this contract, the Proposer agrees to provide a drug free workplace.

10. **Indemnification:** The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to Proposers personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.
11. **Force Majeure:** In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.
12. **Iran Divestment:** Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-Library> By submitting the enclosed compliance affidavit, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106
13. **Non-Boycott of Israel:**  
Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

14. **Eligibility:** The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.
15. **Title VI & VII of The Civil Rights Act:** It is the policy of Sullivan County Government that all its services and activities be administered in conformance with the requirements of Title VI & VII. By submission of the RFQ, the responding firm certifies compliance with Title VI and Title VII of the Civil Rights of 1964, as amended, and all regulations promulgated thereof.
16. **Taxes:** Sullivan County is exempt from sales tax. Certificates of tax exemption will be provided to the selected firm, upon request.
17. **Rejection of Proposals:** Sullivan County shall reject any proposal that is determined to be non-responsive. Sullivan County reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for Sullivan County or any other governmental agency.
18. **Mistake in Proposals:** Proposers have the right to request withdrawal of their proposals from consideration due to error by giving notice not later than forty-eight (48) hours after qualification proposals are opened.
19. **Addenda:** In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. All addenda will be numbered in sequence, dated as of the date of issue, and sent via fax or email to all prospective proposers. The proposer shall acknowledge receipt of each addendum by signing in the space provided on the issued addendum and by submitting all addenda with their proposal.
20. **Disclosure:** Proposals will not be publicly opened; only the names of the responding firms will be publicly announced and recorded by the Sullivan County Purchasing Agent. RFP submittals will become the property of Sullivan County and will remain confidential until the selection processes have been concluded. During the selection processes, Sullivan County shall hold the contents of all correspondence, agenda, memoranda, discussions, or any other medium which could disclose any aspect of the firm's proficiency in strict confidence, sharing only with the panel responsible for evaluating the qualifications. Upon conclusion of the selection process, all documents pertinent to the RFP submittals will constitute public records and will be subject to public inspection under Tennessee law.
21. **Proposal:** One (1) original, three (6) additional copies and one (1) electronic copy submitted on a USB drive are due no later than the date indicated as the closing date and time of this RFP.
22. **Waiving of Informalities:** Sullivan County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Sullivan County.
23. **Related Costs:** Sullivan County is not responsible for any costs incurred by any vendor pursuant to the Request for Qualifications. The proposer shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.
24. **Insurance Requirements:** Public and Professional Liability - Proposer shall fully indemnify, defend and save harmless Sullivan County, from and against damages, liabilities, expenses, compensations, claims, demands, suits or judgments of sums of money, including but not limited

to court costs and reasonable counsel fees, to any party for loss of life or injury or damage to persons or property to the extent caused by, any negligent act, error, omission, of Proposer, its agents, servants, or employees while engaged upon or in connection with the Services required or performed by Proposer. These provisions shall survive the termination or expiration of this Agreement.

**Insurance** - Prior to beginning these Services, Proposer shall, at Proposer's expense, obtain, keep in force during the term of this Agreement the following minimum amounts of insurance:

- a. General Liability - occurrence basis bodily injury, personal injury and property damage - \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b. Automobile liability - owner, hired, and non-owned bodily injury and property damage - \$1,000,000 combined single limit per occurrence;
- c. Workmen's compensation with statutory limits and employer's liability insurance with minimum limits of \$500,000, to provide for the payment of employees of Proposer employed on or in connection with the work and/or to their dependents, of worker's compensation benefits, including when required, occupational disease benefits in accordance with the U. S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act. With the prior approval of Sullivan County, Proposer may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced.
- d. Professional Liability – Errors and Omissions \$1,000,000 per occurrence and aggregate.

Sullivan County shall be named as additional insured on the certificates of insurance (General Liability and Automobile Liability) for such policies, and a certified copy of such certificates shall be provided to Sullivan County by Proposer prior to the start of Services. Proposer shall provide Sullivan County, upon its request, a certified copy of any insurance policy required by this Agreement. Any failure or non-coverage by such policy or the limit of any such insurance shall not limit the liability of Proposer to Sullivan County. The policy, or policies, shall contain a provision that such policy or policies may not be cancelled without thirty (30) days prior written notice of such cancellation to Sullivan County. Insurance required hereunder shall be companies reasonably acceptable to Sullivan County.

25. **Primary Insurance and Waiver of Subrogation:** Contractor (and its insurers) shall be primarily liable for the defense and payment of any claims as a result of, in conjunction with, or arising out of the performance of the Work. Contractor waives all of its subrogation rights against Owner, and any and all of its insurers in any such claims.
26. **Compliance with all Laws:** Proposer is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations, in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
27. **Governing Law:** All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract and/or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Sullivan County Tennessee. The parties waive their right to jury trial.



Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts Sullivan County Tennessee.

28. **Breach of Contract:** A party shall be deemed to have breached the contract if any of the following occurs:
- a. Failure to provide products or services that conform to the contract requirements.
  - b. Failure to maintain/submit any report require hereunder.
  - c. Failure to perform in full or in part any of the other conditions of the contract.
  - d. Violation of any warranty.
29. **Contract Termination for Cause:** If the Proposer fails to properly perform is obligations under this contract in a timely or proper manner, or if the Proposer violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contact is terminated for due cause by the county, the county shall have the option of awarding the contract to the next proposer or proposing again.
30. **Contract Termination for Convenience:** The County 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 County. The County must give notice of termination to the vendor at least thirty (30) 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 County be liable to the Proposer for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
31. **Licenses:** The Proposer must be a licensed professional as required by the State of Tennessee for any services in this contract requiring such licensure. Additionally, all sub-contractors employed by the prime Proposer for the performance of the services requested in this RFP must be licensed as professional service firms in the State of Tennessee if said sub-contractors will perform services that are considered professional in nature.
32. **No Benefit for Third Parties:** The services to be performed by the Proposer pursuant to the Agreement with the County are intended solely for the benefit of the County, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the agreement. No such person or entity shall be entitled to rely on the Proposer's performance of its services hereunder, no right to assert a claim against the County or the Proposer, its officers, employees, agents, or Proposers shall accrue to the Proposer or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this agreement or the performance or non-performance of the Proposer's services hereunder.
33. **Access to Third Party Contract Records:** All Proposers are required to retain all books, records, and other documents relative to the agreement for three (3) years after final payment and all other pending matters are closed. Proposers must agree that the County, State Agency, Comptroller General or any other Governmental entity may have full access to review any books, documents, papers, and records that directly pertain to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until the matter is closed.

34. **Non-Reliance of Parties:** Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

35. **ADA Compliance:** With regard to the services performed under this Agreement, Proposer will comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., (“ADA”). Proposer agrees that it will defend, indemnify, and hold the County harmless against any and all claims, demands, suits or causes of action which arise out of any negligent and/or intentional act or omission by the Proposer, its employees, agents or representatives which violates the ADA. Proposer agrees that the County will not be responsible for any costs or expenses arising from Proposer’s failure to comply with the ADA.

### **SPECIAL TERMS & CONDITIONS**

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. 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, (AD3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](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](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

### **REGULATION COMPLIANCE:**

- All contracts awarded in excess of \$10,000.00 by grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and supplemented by the Department of Labor regulations (41CFR, Part 60).

- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306 of the Clean Water Act. Executive Order 11738 and Environmental Protection Agency regulations.
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- Positive efforts will be made to involve minority and small businesses.
- A Certificate of Lobbying must be signed for all contracts over \$100,000.
- A Certificate of Debarment/ Suspension must be signed for contracts over \$25,000.
- All contracts awarded under this procurement cover patent rights with respect to any discovery or invention which arises or is developed in the course of or under this contract.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes and regulations.
- Contract terms must comply with the standards established in USDA regulations, 3016.34 and 3019.36 concerning USDA rights to copyrighted materials, patent rights, rights in data and contract responsibility to report discoveries and inventions are required.
- Termination of Contract – Failure on the part of the contractor to comply with the provisions of this contract may result contract termination. If a contract is to be terminated, the procedure outlined below shall be followed:
  - Step 1: Issue warning letter and outline violation and length of time to correct problem.
  - Step 2: Issue letter of intent to cancel contract, if problem is not resolved by given date.
  - Step 3: Issue letter to cancel contract.
- Vendor Performance – If a product is not specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000.00 will take place:
  - All items will be inspected upon arrival at the school. If any articles are found to be defective or otherwise not in conformity with the specification, the School Department shall have the right to reject items. It will be the responsibility of the vendor to defray any cost involved in the delivery and return of rejected articles.
  - Failure to deliver within the time specified, or within a reasonable time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on open market to replace the item rejected or not delivered. On all, such purchases, the Contractor agrees promptly to reimburse the schools for excess costs caused by such purchase. The vendor shall not be entitled to complain that the substitute product could have been purchased at a lower price.
  - The contractor shall not assign, sell or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of Sullivan County Department of Education School Nutrition Program. Any attempted assignment or sales of the contract without said consent shall be void and of no effect.

Any one or a combination of penalties for failure to perform listed as follows may be used:

  - Cost Adjustment
  - Termination of Contract
  - Non-renewal of Contract
  - Suspension of submitting proposals for at least one year
  - Legal action and civil penalties
  - Criminal Action
- All contractors are required to retain all records relative to this agreement for (3) years after the Sullivan County Department of Education Nutrition Program makes the final payment and all other pending matters are closed. Contractors must agree that the School Food Authority,

the State Agency, and the United States Department of Agriculture, or Comptroller General shall have full access to, and the right to review any books, documents, papers, and records of the Contractor which are directly pertinent to all negotiated contracts. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

### **PROJECT TIMETABLE**

The following project timetable should be used as a working guide for planning purposes. Sullivan County Department of Education reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
RFP Issued	March 6, 2023
Questions Due	March 14, 2023
Addendum Issued	March 17, 2023
Proposal Due	March 23, 2023
Evaluation of Proposals (Committee)	March 27-31, 2023
Demonstrations	April 3 – 6, 2023 (Schedule TBD)
Complete Selection and Execute Contract	April – May 2023
Implementation of Software	May 1, 2023 – July 31, 2023

### **SCOPE OF WORK**

The Offices of the Sullivan County Purchasing Agent on behalf of the Sullivan County Department of Education School Nutrition Services Program is soliciting proposals from interested and qualified software vendors to provide a cloud-based Point-of Sale technology system. Services requested as part of the system include software, integration with existing hardware, training, implementation services and technical support or any combination of the above. The purpose of the software system is to support school and central office operations of the School Nutrition Program. Functions that are needed include:

- Cloud-based software system
- Point-of-Sale (POS)
- Menu Planning & Nutritional Analysis
- Production Records
- Reporting
- Accountability
- Inventory
- Student Management
- Online Menu Boards
- Online Payment System
- 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 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 this RFP.

Point of Sale:

- 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.
- Must have the capability of contactless payments as well as debit/credit card purchases.

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 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:

- Ability to maintain a perpetual (on-hand) inventory and do at least a monthly physical inventory that reconciles these together.
- Ability to transfer inventory items between sites.
- Ability to support an optional barcode scanner that be used for receiving.

#### 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.

#### Free & Reduced 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.

#### Reporting:

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

#### 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.

#### 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 School Department. The School Department 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 Program IT Team. This project may 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
- Inventory
- Production Records
- Reporting
- Software Compatibility

The School Department's Student Information System is **PowerSchool**.

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 School Department upon installation and throughout the term of the agreement. Report availability shall be 24 hours/day. Imports and exports can be scheduled in the system to automatically transfer data to/from the district.

The School Department 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 School Nutrition 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 School Department School Nutrition Program 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.

#### Data

The proposer is expected to configure and populate the School Departments 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 the School Nutrition Program 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.

### Training

The proposer must have the capability for remote training through remote control of School Nutrition Program computers as needed. The proposer must provide in-depth online training to the School Nutrition Program 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 School Department systems.

### CONTRACT TERM AND RENEWAL

Any contract that results from this process, and upon approval of the Sullivan County Board of Education, shall commence **May 1, 2023** and end on **April 30, 2024**.

The contract will have the option to renew annually for four (4) additional years. The Sullivan County Purchasing Department will send a notice of contract renewal (either terminating the contract at the end of the contract year or requesting a renewal or the upcoming year) by March 1<sup>st</sup> each year. Scheduled pricing is required for the renewal, including any software maintenance, updates or subscriptions.

### ADD OR CHANGE TO LOCATIONS

Sullivan County School Department School Nutrition Program reserves the right to add/ remove locations to this contract, under the same conditions and pricing agreed upon. All services to be maintained to meet all applicable federal, state and location regulations, laws and guidelines.

### SCHOOL FACILITY ENROLLMENT AND NUTRITION PROGRAM SETUP

SCHOOL	ENROLLMENT	LUNCHES SERVED (Daily)	# OF POS STATIONS	DOUBLE OR SINGLE SIDED	GRADE LEVELS
Bluff City Elementary	585	400	2	Double Sided	Headstart – 5 <sup>th</sup>
Central Heights Elementary	249	185	1	Double Sided	Pre-K - 5 <sup>th</sup>
Emmett Elementary	335	250	2	Double Sided	Headstart – 5 <sup>th</sup>
Holston Elementary	650	350	2	Double Sided	Pre-K – 5 <sup>th</sup>
Indian Springs Elementary	368	200	1	Double Sided	Headstart – 5 <sup>th</sup>
Ketron Elementary	568	425	2	Double Sided	Pre-K – 5 <sup>th</sup>
Mary Hughes Elementary	343	190	1	Double Sided	Pre-K – 5 <sup>th</sup>
Miller Perry Elementary	273	150	1	Double Sided	Headstart – 5 <sup>th</sup>
Rock Springs Elementary	416	235	1	Double Sided	Pre-K – 5 <sup>th</sup>
Sullivan Gardens Elementary	239	175	2	Double Sided	Headstart – 5 <sup>th</sup>
Sullivan Central Middle	293	375	3	Double Sided	6 <sup>th</sup> – 8 <sup>th</sup>
Sullivan East Middle	566	340	2	Single Sided	6 <sup>th</sup> – 8 <sup>th</sup>

Sullivan Heights Middle School	<b>684</b>	<b>450</b>	<b>3</b>	<b>Single Sided</b>	6 <sup>th</sup> – 8 <sup>th</sup>
Sullivan East High	<b>814</b>	<b>40</b>	<b>3</b>	<b>Single Sided</b>	9 <sup>th</sup> – 12 <sup>th</sup>
West Ridge High	<b>1619</b>	<b>625</b>	<b>3</b>	<b>Double Sided</b>	9 <sup>th</sup> – 12 <sup>th</sup>

## **RFP PROCESS AND INSTRUCTIONS**

Proposals will be received by the Sullivan County Purchasing Agent until 2:00 P.M., Eastern Time on **March 23, 2023**, at which time it will be publicly opened at the Sullivan County Courthouse, 3411 Hwy 126, Suite 201, Blountville, Tennessee 37617.

The Sealed Proposal shall be signed by an authorized representative and the sealed envelope addressed as follows:

**Sullivan County Purchasing Department**

**Attn: Michelle Ramey, Chief Deputy Purchasing Agent**

**3411 Hwy 126, Suite 201**

**Blountville, Tennessee 37617**

**“RFQ#20230323(MR) Point of Sale Software for Sullivan County School Department  
School Nutrition Program”**

Seven (7) hard copies and (1) electronic Copy on USB Drive (One (1) original hard copy, Six (6) additional hard copies, (1) electronic copy on USB) is required.

Proposals, modifications, or corrections received after the scheduled closing time of the receipt of Proposals will not be considered. Sullivan County Purchasing Department is not responsible for delays in delivery by mail, courier, etc.

Proposal may not be withdrawn for a period of one hundred twenty (120) days after the scheduled closing time of the receipt of Proposals.

No oral interpretation will be made to any Proposer as to the meaning of the Proposal Specifications or any part thereof. It is the intent of Sullivan County Purchasing Department to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted in writing via email no later than **March 14, 2023**, by end of the day and addendum will be issued on **March 17, 2023** by the end of the business day, and will be available online at

<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=sullivan-county-tn-vendor-registration>.

Written requests shall be submitted to **Michelle Ramey, Chief Deputy Purchasing Agent** by email at [michelle.ramey@sullivancountyttn.gov](mailto:michelle.ramey@sullivancountyttn.gov). It shall be the Proposer’s responsibility to make inquiry as to the addenda issued. Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

## **PROPOSAL FORMAT AND CONTENT**

Submissions should be complete, organized, and comply with the following conditions:

- a. Follow the submission format as scores will reflect the submitted format.
- b. Provide the submission in a letter-size binder approximately 10" x 11 ½" x 1 ½" deep or less.
- c. Information should be bound in a compact manner for long-term storage.
- d. Limit Proposal to a total of 50 pages or less.
- e. Under project references, clearly state the name of the firm who performed the references work. If work was performed under the employment of another firm, indicate so by naming that firm. Provide a description of the specific work performed by the firm or individual referencing each project.

### **Binder Information**

- a. Proposal Checklist Form should be placed in the Front of the Binder
- b. Tabs (1 through 6) include the following information:

Tab 1: Cover Page

Tab 2: Company Proposal Executive Summary

Tab 3: Company Information / Qualifications

Tab 4: Client References for Similar Work Performed

Tab 5: Project Implementation Plan and Team

Tab 6: General and Technical Checklist

Tab 7: Forms

Tab 8: Supplemental Information –Optional

*A detail of what is to be included in each tab is included in this Request for Qualifications on the following pages.*

### ***Tab 1: Cover Page***

The cover page contains the name of the proposer, at minimum, should be the first sheet of the proposal. Table of contents may be provided but is not required.

### ***Tab 2: Company Proposal - Executive Summary***

Provide a description (overview) of your company's proposal to meet the requirements of the RFP. Limit the Summary to two (2) single- spaced typewritten pages.

### ***Tab 3: Company Information / Qualifications***

Provide information pertaining to your company, your companies' abilities and capabilities to successfully provide the software products and implementation services required by Sullivan County Department of Education School Nutrition Program. Provide answers the following:

- Company Name:
- Business Address:
- Telephone/fax number:
- Contact Name /email address:
- Company History/ When was the company founded?

- How long has your company been involved in the sale and support of school food service software, hardware and implementation services to school systems?
- Is your company the developer of the software?
- Is your company the owner of the software or a dealer for the software?
- What is the full nature of your business, and approximately what percentage of your revenues are derived from school food service software sales and support?
- How many school districts in Tennessee currently use your software? Please provide a list.
- How many school districts (nationwide) are currently using the proposed version of your Integrated Food Service Technology System?
- In how many states, if applicable, is a version of your software currently being utilized?
- How many employees does your company have in the following areas:
  - Program Development
  - Technical Support and Training
  - Administration / Management
  - Sales
  - Customer Service
- Please list the cities and states where your company maintains offices that would service our school system.
- Has your company or product ever changed ownership? If so, please provide dates and company names related to such changes.

***Tab 4: Client References for Similar Work Performed***

Proposal must include at least three references, indicating sites, comparable to ours and in as close proximity, as possible, at which the proposed system (list modules) has recently been implemented. Include the following information:

- District Name:
- Location of district:
- Modules Implemented:
- Name of individual we may contact for information
- Contact information for individual (i.e., email, etc.)

At our discretion and convenience, representatives of the school system may contact sites of vendor's implementation to evaluate the experiences of others utilizing the proposed system and being serviced by the proposing vendor. Other school systems utilizing the proposal system, that were not given as official references, may be contacted as well.

Reference information must be provided. Failure to provide complete and accurate client information, as specified here, may result in disqualification of your proposal.

***Tab 5: Project Implementation Plan and Team***

Describe in detail how the School Nutrition Food Service Software System will be implemented. Include:

- Our Project Timetable is listed on Page 12 of this document. The intent is to execute the agreement by May 1, 2023, to begin implementation from May to July 31, 2023. Training would also need to be completed prior to the start of School on August 7, 2023. If your company is selected, do you foresee any problems with this plan and implementation schedule?
- The proposed approach to developing interfaces between the School Nutrition Program Software and PowerSchool Student Information System?

- A project plan identifying all implementation tasks to be performed, timetables/ timelines, and projected milestones.
- A project organization chart and documentation clearly defining all roles and responsibilities of all vendor staff as well as roles, responsibilities, and expectations of Sullivan County Department of Education School Nutrition Program Staff, if needed. Include: installation of software on existing equipment, population of database for the new system, training for employees, and assisting in the live roll-out with the new system.

***Tab 6: Project Team***

- Complete and include the ***General and Technical Checklist*** provided.
- Also provide a description of the and diagram of the general and technical information about the proposed software system. Include references to:
  - Integration with existing hardware
  - Software required and suggested
  - Operation system software required
  - Any licenses required in order to use the Vendor’s application software
  - Annual USDA and Vendor Software update protocols
  - Annual Maintenance and Data Update protocol

***Tab 7: Forms*** – Certificate of Compliance, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Certification Regarding Lobbying, Sullivan County Compliance Affidavit, Vendor Information Form, Cost Proposal Form

***Tab 8: Supplementary Information - Optional***

Any vendor supplementary information for consideration is to be included under this tab

**EVALUATION CRITERIA**

The selection committee will evaluate each Proposal on a variety of quantitative and qualitative criteria. Upon receipt of submissions, the selection committee will review to determine whether the submission is acceptable or non-acceptable based on the criteria outlined below:

- Technical Specifications: **40 points**
- Company Qualifications: **40 points**
- Cost Proposal: **20 points**

**SELECTION PROCESS**

The selection process will be completed in a two-step evaluation process.

***First Step:***

The selection committee will evaluate the responses to the RFP by using a scoring system based on the information that was requested be included in the RFP. References questionnaires will be sent to all references listed in the submittal.

***Second Step:***

Based on the evaluations, the selection committee will select up to 3 of the top-ranking companies. Demonstrations will be setup with the finalists. A demonstration agenda will be requested from each

company. The selection committee will participate in the demonstration process and will assist in a final selection.

*Demonstration Sessions:*

Sullivan County Purchasing will contact the selected top (3) finalists and setup a demonstration session to be held at Sullivan County Department of Education in Blountville, TN. Per the Project Timeline provided, Demonstration Sessions will be scheduled **April 3 – 6, 2023**. Cost for travel and materials for the Demonstration Sessions will be the responsibility of the proposer.

*Final Selection:*

Final selection will be made based upon the RFP evaluations and the Demonstration Evaluation.

**CONTACT/COMMUNICATION ON RFP PROCESS AND SELECTION**

Any written questions concerning this Request for Qualifications must be submitted to:

Michelle Ramey  
Chief Deputy Purchasing Agent  
Sullivan County Purchasing Department [michelle.ramey@sullivancountyttn.gov](mailto:michelle.ramey@sullivancountyttn.gov)

Any oral communication shall be considered unofficial and non-binding with regard to this RFP. The Purchasing Agent must receive all written comments, including questions and requests for clarification, no later than the deadline listed in this RFP.

## **GENERAL AND TECHNICAL SPECIFICATIONS CHECKLIST**

The accompanying checklist identifies the desired features of the overall system and the specific features for the desired components. Each vendor is to mark a “yes” or “no” answer for each checklist statement. A “yes” answer conveys that the software currently has the feature as an operational component.

### **Software Requirement Checklist**

<b>System Information</b>			
		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 this RFP.		
<b>Point of Sale</b>			
6	Must support up to two pin pads per POS, for input of unique student identifier.		
7	Must continue operating even if an internet connection becomes unavailable, and seamlessly synchronize data upon restoration of the internet connection.		
8	All transactions need to have a detailed audit trail that can be viewed by users with appropriate access.		
9	Track allergies and dietary restrictions by student, and warn / prevent sales of items based on this information.		
10	Must be able to serve students from multiple schools through each POS terminal.		
11	Must support a school or principal account that can be used to make purchases or pay for student meals.		
12	Must have a sell by photo mode, that allows the cashier to enter sales by viewing student photos.		
<b>Menu Planning</b>			
13	Ability to track all district inventory items with nutritional information, serving sizes, USDA credit information, allergens, and ordering information.		
14	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.		
15	Ability to calculate all costs associated with a recipe and nutritional contents for a recipe.		
16	Ability to construct menu cycles and calculate all costs and nutritional contents for the cycles based on projected production.		
17	System must be USDA approved for Menu Planning and Nutritional Analysis.		
18	Ability to copy menu plans and assign them to sites and dates as applicable.		
<b>Production Records</b>			
19	Production records need to be populated from scheduled menus that have been assigned to the site / date.		
20	Ability to print a production worksheet, production pull ticket, and finished production record that meets up to all Tennessee state requirements.		
21	Ability to modify scheduled production record at the site level, by adding / removing items and recipes, and updating served / prepared quantities.		
22	Ability to support an optional temperature probe.		
23	Scheduled or Preplanned production records need to update the online menu boards that parents have access to in real time.		
24	Ability to calculate all costs associated with production record based on actual production		

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



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

## **FORMS**

### **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 Sullivan 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. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
7. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
8. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as DA Amendment Act of 2008 (42 U.S.C. 12131-12189);
9. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
10. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
11. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
12. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
13. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
14. the condition that no amount shall be paid directly or indirectly to an employee or official of Sullivan County or Sullivan County Department of Education as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, Successful proposer, or consultant to the Proposer/Bidder in connection with the procurement under this Bid/RFP.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Print Name \_\_\_\_\_ Email \_\_\_\_\_

Company \_\_\_\_\_ Telephone No. \_\_\_\_\_

Address \_\_\_\_\_ Fax No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Sullivan County  
Department of Education**

**School Nutrition Program**

**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.

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Organization Name

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

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Signature

---

Date

## CERTIFICATION REGARDING LOBBYING

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into 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.

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FNS Grant/Cooperative Agreement

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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Date

## **SULLIVAN COUNTY COMPLIANCE AFFIDAVIT**

***THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS – FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.***

VENDOR: \_\_\_\_\_

### ***CONFLICT OF INTEREST:***

1. No Board Member or officer of the County or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officer/owners/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes, please state the name and relationship of the employee or member of the Sullivan County Commission or the Sullivan County Department of Education.

\_\_\_\_\_

6. Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered yes, please state the name of the employee or board member

\_\_\_\_\_

### ***DRUG FREE WORKPLACE REQUIREMENTS:***

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

### ***ELIGIBILITY:***

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

### ***GENERAL:***

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

### ***IRAN DIVESTMENT ACT:***

11. Concerning the Iran Divestment Act ( TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

*NON-COLLUSION:*

12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed award or agreement.
13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

*BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:*

14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

*NON-BOYCOTT OF ISRAEL AFFIDAVIT*

15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award.
- Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: \_\_\_\_\_

BY (NOTARY PUBLIC): \_\_\_\_\_

MY COMMISSION EXPIRES ON: \_\_\_\_\_

## VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name: \_\_\_\_\_
2. Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_
3. Contact Person (Please Print) \_\_\_\_\_
4. Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_
5. Vendor's e-mail address \_\_\_\_\_
6. Authorizing Signature \_\_\_\_\_
7. Title of Person Signing Bid \_\_\_\_\_
8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)  
Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_

REQUEST FOR PROPOSAL  
SCHOOL NUTRITION PROGRAM SOFTWARE SOLUTION  
**COST PROPOSAL FORM**

PROPOSER SIGNATURE:			
PRINTED NAME & TITLE			
DATE:			
PROPOSER LEGAL ENTITY NAME:			
<p>Instructions:</p> <p>To compare each vendor fairly and consistently regarding pricing, please enter in the spaces below, the prices as detailed in the specifications. The total cost as defined will serve as the primary basis of comparison for cost purposes.</p> <ul style="list-style-type: none"> <li>- If an item is included at no cost to the district, enter "\$0".</li> <li>- If an item is not available, enter "unavailable". This may disqualify the Proposer if it is a system requirement</li> </ul>			
Cost Item Description	Proposed per Site Cost	Projected Need	Total Proposed Cost
System setup for 15 Point of Sale Locations		15 Sites	
System Setup at Central Office Site		1 Site – 3 POS Computers	
System Software (If Needed) to Support Key Function areas		15 Sites	
Free and Reduced Application Management (Scanning and Online Processing)			
Inventory Management			
Menu Planner/ Nutrient Analysis			
Online Meal Prepayment			
PowerSchool Integration			
<b>Total Software &amp; Implementation Costs:</b>			
Training On-Site Costs		2-8 hr days during FOH implementation 2-8 hr days during BOH implementation (Minimum)	
Onsite Training 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	
<b>Total Training/Support Costs:</b>			
Annual System, Technical Support & Maintenance Cost (including Annual Data Maintenance)			
<b>Total System, Technical Support, Maintenance Costs:</b>			
Additional required fees not listed above (please explain):			
<b>Total Additional Fees:</b>			

Duration	Total Cost to the District
Year 1	
Renewal Year 2	
Renewal Year 3	
Renewal Year 4	
Renewal Year 5	