



Robertson County Tennessee

Jody Stewart, Finance Director

Finance Department

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POST DATE: **April 9, 2021**

BID 1465 School Cafeteria Point of Sale and Management System

Sealed bids must be received by: May 4, 2021 at 10:00 AM CST

Robertson County Finance Office
523 South Brown Street
Springfield, TN 37172

THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1465 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

For assistance with technical / product information contact Patsi Gregory, School Nutrition Supervisor, Robertson County School Nutrition Program at 615-384-5588. For assistance with bid procedures contact Jody Stewart, Robertson County Finance Office at (615) 384-0202 or by email: jstewart@robcofn.org.

Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.

REQUEST FOR PROPOSALS

School Cafeteria Point of Sale And Management System

FOR
ROBERTSON COUNTY SCHOOL NUTRITION PROGRAM
ROBERTSON COUNTY SCHOOLS
SPRINGFIELD, TENNESSEE

NOTICE TO PROPOSERS

There may be one or more amendments to this proposal solicitation. If your company desires to receive copies or notices of any such amendments, you must provide notice to Patsi Gregory via fax at (615) 382-0174 or by e-mail at patsi.gregory@rcstn.net. **The Robertson County School Nutrition Program will send amendments only to those firms which timely complete and return the attached Response Form via fax or provide the requested information by timely e-mail.**

Request for Proposals

Contract to Provide a School Cafeteria Point of Sale and Management System for the Robertson County School Nutrition Program

1. INTRODUCTION/OVERVIEW

(A) Purpose/Objective

The Robertson County School Nutrition Program is soliciting proposals from interested and qualified software vendors to provide a School Cafeteria Point of Sale and Management System for the Robertson County School Nutrition Program, including software, hardware, if needed, training, implementation services and technical support, or any combination of the above.

The purpose of the School Cafeteria Point of Sale and Management System is to support the school and central office operations of the School Nutrition Program. Functions that are needed from the beginning are:

- Point-of-Service (POS)
- Free and Reduced Paper Meal Application Processing
- Free and Reduced Paper Meal Application Scanning
- Free and Reduced Online Applications
- USDA approved menu planning and nutritional analysis
- Production
- Inventory
- Inventory Scanning
- On-Line Payment Site for Parents
- Ability to access data from the School Nutrition Program Central Office or other off-site locations
- Web based hosted solutions

(B) Inquiries

Direct all questions related to this RFP to Patsi Gregory, School Nutrition Program Supervisor, Robertson County Schools. Include the page and paragraph number reference that applies to each question. Offerors must clearly understand that the only official answer or position of the school system will be the one stated in writing.

(C) Selection Criteria, Rights of Rejection

Robertson County Schools is using the Competitive Sealed Proposals method of source selection for this procurement. By School Board policy, the Robertson County School District, reserves the right to reject, in full or in part, any or all proposals. Selection criteria are not limited to proposed costs. Additional factors, including, but not limited to, vendor responsibility, reputation, quality of service, quality of product, customer service, reports

provided, ease of transition to new system, and quality of interface with users and with existing or imminent systems, processes and organization will be included as determining factors. The school system may enter into discussions with any responsible proposer for clarification or better understanding of proposal requirements or submissions. Vendor responsibility is determined by our assessment of the following characteristics:

- An understanding of the school system's needs, preferences and proposed approach regarding this proposal.
- Proposer's capacities – skill, needed license, ability, and financial resources to provide the products and services indicated for the duration of the contract and beyond.
- Proposer's capacity to manage the RFP, supply responses, and work with the school system to provide requested or contracted information, products, or services in a timely manner.
- Integrity, reputation, efficiency, and experience of the proposer.
- Quality of proposer's products and services provided to similar institutions.
- Reasonableness of system features, initial and continuing costs, and expectations.

Any proposal that does not meet the requirements outlined in this RFP may be disqualified. The school system reserves the right to waive variances in technical proposals provided such actions are in the best interests of the school system. Such a waiver does not release the proposer from otherwise meeting the requirements of the RFP. The Robertson County School District reserves the right to accept or reject any or all bids and to terminate the contract at any time if the bidder fails, neglects, or refuses to comply with the terms of the bid.

(D) Software Demonstrations

While the school system is open to onsite demonstrations of the products and services of prospective, responsible bidders prior to or during the proposal evaluation period, we reserve the right to schedule such visits at our discretion and convenience. Such a demonstration is not a requirement for consideration or selection of vendor.

(E) Projected Timetable

The timetable included in the Request for Proposal must be used. Robertson County Schools reserves the right to adjust this timetable as required during the course of the RFP process.

(F) Errors and Ambiguities in the RFP

It is the responsibility of proposers to identify and inform the school system of any discrepancies, errors, omissions, or ambiguities that hinder the clear understanding of specifications and the effective communication of the proposal. Any such issues discovered should be immediately made known to the School Nutrition Program

Supervisor (contact information on page 1). Significant corrections, if necessary, will be made and notice of such will be provided to all parties who have given notice as required on page 1.

(G) Delivery of Proposals

The modes and methods specified in the request for proposal must be used.

(H) Contract Duration

The initial contract will be in effect for five (5) years, with the option of renewing the contract one year at a time, based upon continuing evaluation, cost analysis, and mutual agreements between the school system and the vendor. Additional software (modules) if applicable which will interface with the selected vendor's system may be added without additional procurement, as well as updates to the software. Updates and patches to software should be included at no additional charge for at least five (5) years from the date of implementation of the system. Replacement hardware, technical assistance, training, support, etc. may also be purchased without additional procurement. The school system may survey the market for costs of comparable software, hardware, support, and other associated costs before renewing.

Robertson County Schools reserves the right to purchase hardware from existing contracts or other outside sources available to the school system.

(I) Warranties, Governing Regulations, Support

Upon contract initiation, selected vendor agrees to warrant that all goods and services delivered will abide by agreed upon specifications and be free from inadequate support or defects in workmanship and materials. Each proposing vendor's warranty statement must accompany the response to this RFP.

Any hardware provided must carry the standard manufacturer's warranty and shall be a minimum of three (3) years in duration. The warranty period is to begin on the date of installation and Robertson County Schools' acceptance at the user location, and not when the hardware is shipped from the supplier.

All application software being bid shall carry a minimum warranty of one (1) year and begin on the date of installation and acceptance at the user location, and not when the software is shipped from the supplier.

Contractor shall provide, as part of their proposal, the cost and specific details of extended maintenance agreements. Costs for upgrades or enhancements to the software, if not included as part of the software maintenance agreement, shall be listed separately. For a period of not less than five (5) years after the District's acceptance of the software, Contractor shall provide to the District, at no additional cost, any changed or enhanced

versions of the software within thirty days after the changed or enhanced versions are made available to customers.

The Contractor shall provide a Toll-Free System Support Help Desk who will respond to issues or problems within one (1) hour of notification. Hours of availability of the Help Desk should be stated in the proposal. The proposal should also include the average call response time for both peak and average call times. If there are different levels of support available, the proposal must explain the options and specify the cost. Robertson County Schools also requires that the Contractor be able to remotely support the Cafeteria Point of Sale and Management System once it is installed. The proposal should describe the Contractor's ability to provide remote support and specify the associated technical requirements.

The proposal contents, and any resulting contract, will be governed by Tennessee State and Federal laws and regulations. Any portion of the proposed or contracted goods or services found to be in conflict with such will be grounds for termination of that portion. Vendor is assumed to be familiar and compliant with all federal and state laws, statutes, and regulations affecting the services and goods provided.

(J) Training Requirements

Contractor shall provide both system training and end-user training for the system, at Robertson County Schools' offices and/or schools. Contractor shall include all Contractor's costs (e.g., travel, per-diem, and training materials expense) to provide such training in the proposed system cost.

The scope of the system training is to include any and all functions for setup, system administration, installation and on-going operation of the School Cafeteria Point of Sale and Management System. System training shall be provided as soon as possible after contract award consistent with Contractor's and Robertson County Schools' personnel schedules, as well as facility and personnel scheduling and availability.

Training is to be done by a qualified instructor(s) and shall provide for a predominantly "hands-on" type of instruction. Copies of comprehensive reference materials shall be provided by the Contractor to cover the contents of the training session(s) that will become part of Robertson County Schools' documentation for the system.

Contractor shall provide, at no additional charge, printed copies and electronic operating manuals, which describe in detail the software capabilities, its operation, installation procedures, error messages with identification of probable causes, software modification procedures and techniques, and program interfaces. Contractor agrees the District may make such additional copies of documentation supplied pursuant to this section as needed for use by District employees. Contractor also agrees that the District may use such documentation to create process-based user manuals for use by District employees.

(K) Billing Schedules, Tax Exempt Status

Contract will be awarded by letter with issuance of purchase order for initial implementation of the program to follow. Payment will be made to the vendor when the contract has been met and verified and has met the System's procedures for payment. The Robertson County School District is a tax-exempt organization. If proof of tax exemption is required, state on the proposal and the appropriate certificate will be furnished to the successful proposer.

(L) Code of Conduct

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by School Nutrition Program Funds.

1. No employee, officer, or agent of named School Food Authority shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.

2. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award.

(A) The employee, officer or agent.

(B) Any member of the immediate family.

(C) His or her partner.

(D) An organization which employs or is about to employ the above.

3. The School Nutrition Program employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

4. Penalties for violation of the code of conduct of named School Nutrition Program should be:

(A) Reprimand by the Board of Education.

(B) Dismissal by the Board of Education.

(C) Any legal action necessary.

5. The removal of any food, supplies, equipment, or school property is prohibited. The purchase of any food or service from a contractor for individual use is prohibited using school bid prices.

(M) Proposal of Additional Services

If vendor indicates an offer of goods and/or services in addition to those requested, such services may be added to the contract prior to signing at the sole discretion of the school system. Costs for such offers shall be included in the proposal to ensure fairness of evaluation.

(N) Insurance and Licensure

The apparent successful proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. The school system may require the same to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide requested proof, in a form acceptable to the school system, shall be grounds for disqualification of proposal and termination of contract negotiations.

The school system may require any or all proposers to provide evidence of all necessary, applicable business or professional licenses.

Robertson County Schools reserves the right to purchase hardware from existing contracts or other outside sources available to the system.

Contractor shall provide to Robertson County Schools a perpetual, non-exclusive license to use the software.

(O) Assurance Statement

The vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. 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.

x. 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).

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.

(P) 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).
- Bidders must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871).
- Positive efforts will be made to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
- A Debarment/Suspension Certificate must be signed for all contracts over \$25,000.
- All property or services furnished must comply with all applicable Federal, State, and Local laws, codes, and regulations.
- Vendor Performance - If a product is not as 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 System 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 the open market to replace the item rejected or not delivered. On all such purchases the Contractor agrees promptly to reimburse 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 Robertson County School Nutrition Program. Any attempted assignment or sale 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

- 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 for Cause - Failure on the part of the contractor to comply with the provisions of this contract may result in contract termination for cause. If a contract is to be terminated for cause, 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.
- Termination of Contract for Convenience – Robertson County may, by written notice to the Vendor, terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by Robertson County. Notice of termination must be given to the Vendor at least 30 calendar days prior to the effective date of termination. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date but in no event shall Robertson County be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under Section 306, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations.
- A Certificate of Lobbying must be signed for all contracts over \$100,000.

(Q) Records

All contractors are required to retain all records relative to this agreement for three (3) years after The Robertson County School District makes final payment and all other pending matters are closed. Contractors must agree that the School Food Authority, the State Agency, 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.

2. BACKGROUND INFORMATION AND NEEDS OF SYSTEM

Robertson County Schools is a public school system located in a growing county in the middle of Tennessee. We are a K-12 school district with more than 13,900 students enrolled for the 2020-2021 school year. There are currently 20 school sites serving student meals.

The School Nutrition Program oversees the operation of 20 school cafeterias located throughout the school district. Currently, all 20 cafeterias have a Point of Sale and Management System, PrimeroEdge by CyberSoft. Located in each kitchen is a cafeteria manager's office with a computer used for running daily reports and emails. Students are currently identified by pin pads when they enter their assigned personal ID code into the pin pad or by scan cards which when scanned enter the student's personal ID code into the POS.

Free and Reduced-Price Application processing, both paper and on-line is done at the central office using the PrimeroEdge software. Approximately 198 paper applications and 266 on-line applications have been processed this school year. Approximately 29.68% of the district qualifies for free or reduced meals. Nine of our schools qualify for the Community Eligibility Provision (CEP). Paper applications are collected at the schools and then sent to the Central Office to be processed and kept on file. All on-line applications are processed at the Central Office.

Robertson County Schools currently uses PowerSchool SIS as its student information system. The school system will integrate the School Cafeteria Point of Sale and Management System with the student information system for automated, daily maintenance of accurate Free and Reduced-Price Meal Program participation approval, student enrollment, and student costs at the time of each point of sale. An affirmative statement the system proposed will integrate with PowerSchool SIS is required.

The School Nutrition Program Supervisor and the department's office staff will need access to all site information and all Free and Reduced meal benefit information at each individual computer.

3. INSTRUCTIONS FOR PROPOSAL

(A) Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposals. Failure to comply with all provisions of the RFP may result in disqualification. By signing its proposal, Offeror acknowledges that it has read and understands the requirements for the proposal.

(B) Proposal Preparation Costs

The school system will not be liable in any way for costs incurred by any vendor for preparation of proposals, communication, travel and associated expenses, and/or demonstration.

(C) Rejection of Proposals

Robertson County Schools reserves the right to accept or reject in whole or in part any or all proposals submitted. Robertson County Schools may reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

(D) Acceptance of Proposals

Robertson County Schools shall accept all proposals that are submitted properly. However, Robertson County Schools reserves the right to request clarifications or corrections to proposals.

(E) Requests for Clarification of Proposals

Requests by Robertson County Schools for clarification of proposals shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

(F) Response Format

Electronically submitted proposals will not be accepted. Offerors must **submit one (1) Original**, and **two (2) copies** of the proposal response. In addition, an electronic copy of the Proposal may be provided. Proposals must be accompanied by all required documents. **The items listed below shall be submitted with each proposal and shall**

be submitted in the order shown. Each section shall be clearly labeled, with pages numbered (where possible) and separated by tabs. Failure by an offeror to include all listed items may result in the rejection of its proposal.

(1) Cover Page

A cover page that contains the name of the proposer, at a minimum, should be the first sheet of the proposal. A table of contents may be provided but is not required.

(2) Executive Summary

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

(3) Offeror's Qualifications

Provide information pertaining to your company's abilities and capabilities to successfully provide the software and hardware products and implementation services required by Robertson County Schools. Responses should specifically address:

- When the company was founded?
- How long has your company been involved in the sale and support of School Cafeteria Point of Sale and Management Systems?
- Is your company the developer of the proposed software?
- Is your company the owner of the proposed software or a dealer for the software?
- What is the full nature of your business, and approximately what percentages 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 currently use your software?
- How many employees does your company have in the following areas:
(In the case of multiple responsibilities, indicate numbers by primary job descriptions.)
 - Program Development
 - Technical Support and Training
 - Administration / Management
 - Sales
 - Customer Service
- Please list 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.

(4) Client References for Similar Work Performed

Each responsible proposer must provide 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 about each reference:

- District Name
- Location of district
- Modules implemented
- Name of individual we may contact for information
- Contact information for individual (i.e., phone, e-mail, etc.)

At our discretion and convenience, representatives of the school system may contact and/or visit sites of vendor's implementations in order to evaluate the experiences of others utilizing the proposed system and being serviced by the proposing vendor. The school system may also contact other school systems, not given as official references, where the proposers' software, etc. has been implemented.

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

(5) Implementation Plan and Project Staffing

Describe in detail how the School Cafeteria POS and Management System will be implemented. Include:

- Full rollout will begin July 1 for the 2021-2022 school year. If your company is selected, do you foresee any problems with this plan and implementation schedule?
- Ability to work with current Robertson County School server and client hardware.
- The proposed approach to developing interfaces between the School Cafeteria Point of Sale and Management System and PowerSchool SIS.
- A project plan identifying all implementation tasks to be performed, timetables/timelines, and project 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 Robertson County School staff. Include at a minimum:

(a) Loading the software onto the servers and/or workstations with the supervision of Robertson County School IT staff.

(b) Training for District employees. Address all items under the training

- section on pages 5 of this RFP.
- (c) Assisting in live roll-out with the new system.

(6) System Requirements and Technical Specifications

Please provide a description and diagram of the general and technical information about the proposed School Cafeteria Point of Sale and Management System. Include references to:

- type of network connection required
- file transfer specifications
- hardware required and suggested
- software required and suggested
- operation system software required
- database software licenses required in order to use the vendor's application software
- web-based elements
- intranet-based elements (if applicable)
- location and function of computer equipment for each aspect of the system.
- bandwidth requirements

Provide a diagram that is labeled to show the hardware, software, and forms of data transfer that would characterize your system's implementation at our schools. Between points indicate wire, fiber, or wireless and indicate type of data transfer. Indicate bandwidth required between all points. Indicate any internet-based relationships. Indicate hardware requirements/specifications at each location, including processing/memory capacity required.

Provide information specified in the following sections for the proposed software. If different modules of the proposed software have different requirements, provide specifications for each module or group of modules separately.

(a) Technical Architecture.

Describe the technical architecture of the proposed system, including the recommended hardware and software environment for the application. Include such information as server type, manufacturer/model number, size, recommended processor speed, disk size, etc. for each type of server recommended (e.g., application server, database server, web server), operating system(s) and database management system(s), client software, network protocol(s), network bandwidth recommendations, etc. A high level illustration of the data flow schema for the proposed system should also be provided.

(b) Security.

Describe security features of the proposed system, including the ability to control access to data at the application/function/screen/field levels, audit trail capabilities, logging of attempted security violations, and tools for managing user security profiles and system security features.

(c) Server Hardware Specifications, if applicable

Provide the recommended configuration for each server, and number of servers required to operate the proposed software. Specifications should include CPU, memory, disk size and configuration (e.g., RAID), network interface cards, drives for removable storage media, monitors, and any other recommended components.

(d) Server Software Specifications

Provide the recommended system software configuration for each server required to operate the proposed software. Specifications should include product name and version/service pack requirements for:

- Operating system
- Database management system
- Reporting tools
- Networking Software
- Any other required or recommended server software

Describe your software's backup capabilities and address its ability to work with common backup management software.

(e) Site Manager/Central Office Workstation Hardware Specifications.

Provide both the recommended configuration and the minimum supported configuration for workstations used in manager/central office locations. Specifications should include CPU, memory, disk size and configuration, network interface cards, drives for removable media, recommended backup method and any other recommended components.

(f) Site Manager/Central Office Workstation Software Specifications.

Provide the recommended software configuration for workstations used in manager/central office locations to support the proposed solution, and identify any other software products or versions supported. Specifications should include product name(s) and version(s)/service packs supported for:

- Operating system
- Web browser
- Database management system or ODBC driver
- Reporting tools (if not all users require reporting tools, or if more than one type of reporting tool is supported, describe which types of users will need which reporting tools)
- Email system

- Productivity Software (word processor, spreadsheet, etc.)
- Networking Software
- Support for remote control
- Any other required or recommended software (client licenses required, etc)

Proposer should also specify whether client software for the proposed applications will need to be installed on end user workstations, or whether a web browser and/or other tools are all that is required.

(g) Point of Sale (POS) workstation Hardware Specifications.

Provide both the recommended configuration and the minimum supported configuration for POS hardware to be used with the software proposed under this RFP. Specifications should include hardware type (if PC based, list CPU, memory, disk size and configuration, network interface cards, drives for removable media), and any other recommended components. The Robertson County School district will be using current hardware contracts, as possible, for the PC-based POS systems.

(h) Point of Sale (POS) workstation Software Specifications.

Provide the recommended software configuration and identify any other software products or versions supported. Specifications should include product name(s) and version(s)/service(s) packs supported for the following as applicable:

- Operating system
- Web browser
- Database management system or ODBC driver
- Reporting tools (if not all users require reporting tools, or if more than one type of reporting tool is supported, describe which types of users will need which reporting tools)
- Email system
- Productivity Software (word processor, spreadsheet, etc.)
- Networking Software
- Support for remote control
- Any other required or recommended software (client licenses required, etc.)

(i) Application and Report Customization

Describe options and tools for tailoring the free and reduced applications and reports to meet the District's needs including configuration, custom reports, screen development or modification, and adding custom tables.

Describe how your software will address State of Tennessee Claim reporting requirements. Will this require custom report development, and if so, what is the estimated effort for the custom development? If your software is already used by other K-12 school districts in Tennessee,

identify the districts complete with student enrollment size. (If this info was included in a previous section you may just reference that here.)

Describe your policy on software releases including frequency, year-end updates, requirements for system software upgrades, and process for determining what enhancements are included in which release. Provide any costs required to obtain the updates.

(j) Interface Capabilities

Describe the proposed software's methods for interfacing with other information systems such as the District's student information system, PowerSchool SIS. Specifically address:

- Whether the software requires other specialized software or "middleware" to interface with other systems.
- Whether the software supports I-DAP and/or Active Directory integration.

(k) Warranty/support

Provide detailed information regarding warranty and support for all hardware and software proposed. Include cost, length of warranty/support, hours of operation, upgrade protection and any other applicable details. (See requirements listed on pages 4 and 5 of this RFP and request for information.)

(7) Cost to Robertson County Schools Checklist

In order to compare each vendor fairly and consistently regarding pricing of Robertson County Schools defined School Cafeteria POS and Management System please complete and include the Total Cost Summary Checklist attached hereto and incorporated herein. The total cost as defined in the section will serve as the primary basis of comparison for cost purposes. Please note that it is the intent of Robertson County School Nutrition Program to use current equipment as fully as possible; however, include quote for replacement of hardware, as necessary.

Please itemize the proposed cost of each component of your offered products and services. The requested products and services basically include all software, accessory hardware, upgrades, technical services, training, and support related to point of service, central office (reporting and accountability), free and reduced application processing, and inventory scanning. Any costs for additional products and/or services offered must be clearly indicated.

The following information should be included in the cost proposal:

- Item or service
- Is item or service required or optional for operation of system?
- Unit cost
- Number needed for proposed configuration
- Total cost

Please indicate estimated costs, if any, for acquiring / licensing updated versions of software. Please indicate which, if any, essential hardware components may be purchased separately and provided by the school system and therefore excluded from the vendor's cost proposal. Please indicate if support costs are different for different years of the contract. All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for a minimum of three (3) months after the due date for proposals.

(8) Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP and other requirements listed in the RFP. Exceptions will be considered, however, no acceptance of proposed exceptions is guaranteed.

If the awarded Offeror fails to sign and return the contract within 14 days of its delivery, Robertson County Schools may, at its sole discretion, cancel the award and begin contract negotiations with the next best-evaluated Offeror.

(9) Vendor Standard License and Maintenance Agreements

Include a copy of Offerer's standard license agreement, maintenance agreement, and any other agreements related to the proposed software, hardware, and services. Vendor standard agreements will be considered; however, no acceptance of proposed agreements is guaranteed.

4. General and Technical Checklists

Complete and attach the following 3 checklists which are attached to this RFP and incorporated herein. Please make comments directly on the checklist or on an additional sheet if responses are needed.

(1) Point of Service Software Checklist

The POS software system must communicate daily with the central office system in a way that is seamless to the end user.

The proposed POS software should accept student ID numbers from varied devices. Proposals should provide a detailed description of the POS functionality

of the proposed system, including, methods for accessing student accounts; student privacy protection; prepayments and account balance management; sales and participation tracking; integration with other system components, and integration with PowerSchool SIS.

(2) Free and Reduced Checklist

Proposals should provide a detailed description of the Free and Reduced functionality of the proposed system, including application entry, application processing, application scanning, notifications, and verification. Proposals should also address automated daily POS update features, interface with PowerSchool SIS and the Tennessee Direct Certification file updates.

(3) Central Office Accountability/Financial Analysis and Reporting Checklist

Proposals should provide a detailed description of the accountability and financial analysis capabilities of the proposed system. A complete listing of all standard and nonstandard reports available in the system should also be provided; along with samples of each.

(4) Additional modules available

Please include a comprehensive list and detailed description with available reports of all additional modules your company offers which can integrate with Point of Service, Free and Reduced Application Processing, and Financial Accountability modules. The district has particular interest in an Inventory Scanning Module. In addition to the list include costs (software, hardware, training, support, etc.) required to implement each of the additional modules.

5. EVALUATION OF PROPOSALS

(A) Purpose

The purpose of the evaluation is to assess the relative merits of the proposals submitted and to make an award, if possible, to the most responsible and responsible offeror whose proposal is determined to be the most advantageous to Robertson County Schools taking into consideration the evaluation factors set forth below.

(B) Proposal Evaluation Panel and Evaluation Factors

The Robertson County School Nutrition Program will appoint an Evaluation Committee to evaluate the proposals. Membership on the Committee may include both Robertson County employees and other individuals whose knowledge, experience and perspective contribute to the work of the Committee. Other Robertson County personnel and

consultants to Robertson County may also review the proposals and make recommendations to the Committee, but will not vote on contract award.

The factors to be considered in the evaluation of proposals are listed below. While Robertson County considers all these items to be of importance, they are ranked in descending order of importance.

- (1) **50%** -Total Solution Cost – Initial cost of software, cost of hardware required, set-up cost, training and implementation cost, on-going support cost, cost of updates, etc.
- (2) **25%** - System Requirements and Technical Architecture including consideration of wishes and specific needs of Robertson County Schools, required software and hardware, warranty and support, ease of software function, reports available, and ease of conversion.
- (3) **25%** - Offeror Qualifications including, but not limited to implementation plan, references, experience in the K-12 School Nutrition Technology Field and presentation of proposal.

(C) Acceptance of Proposals

The Evaluation Committee shall accept all proposals that are submitted properly. However, it reserves the right to request clarifications or corrections to proposals. Acceptance of a proposal by Robertson County Schools or a submission of a proposal to the school district offers no rights upon the Offeror nor obligates Robertson County Schools in any manner.

(D) Rejection of Proposals and Disqualification of Offerors

The Evaluation Committee will first examine proposals to eliminate those that are clearly nonresponsive to the stated requirements. Therefore, *Offerors should exercise particular care in reviewing the Proposal Format required for this RFP*. Robertson County Schools reserves the right to accept or reject in whole or in part any or all proposals submitted. Reasons for which Offerors may be disqualified and their proposals not considered include:

- (1) The committee determines that the Offeror's proposal is not responsive to the RFP.
- (2) The committee determines that the Offeror is not responsible, due to the unreasonable failure of the Offeror to promptly supply information in connection with a determination of responsibility.
- (3) The Offeror fails to complete the proposal and contract documents in their entirety.
- (4) An individual, firm, partnership or corporation under the same or different names files more than one proposal.

- (5) Reasonable grounds exist for believing that any Offeror has a proprietary or pecuniary interest in more than one proposal, or that collusion exists among the Offerors.
- (6) Unbalancing of unit price proposal items is evident, in the opinion of the evaluation committee.
- (7) Offeror has defaulted on any previous performance contracts with any company, organization or governmental unit within the past ten (10) years.
- (8) Offeror is or has been debarred.

(E) Requests for Clarification of Proposals

If the Evaluation Committee requires any clarification of proposals, it shall submit a request for clarification in writing. These requests shall not alter the Offeror's pricing information contained in its cost proposal.

(F) Final Evaluation and Award

The consensus of the Evaluation Committee may be that more than one Offeror shall be considered as finalists. At this point, the Committee may request presentations by Offerors and/or oral or written responses to requests for additional information. Following review of this information, Robertson County Schools may continue discussions with one or more Offerors for the purpose of discussing terms, conditions, functionality, etc. of the system. Robertson County Schools shall accord finalists fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. A best and final offer will then be requested from the proposers who the Evaluation Committee determines satisfy the needs of Robertson County Schools. Following receipt of best and final offers, the Committee will recommend to the Robertson County School District that the contract be awarded to the Offeror with the lowest or best final offer. Following approval written notice will be sent to the successful Offeror.

(G) Protest Procedure

If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to Jody Stewart, Robertson County Finance Director, hearing official, no later than ten (10) days from the published award. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition Office. The steps for dispute resolution are as follows:

- 1) A meeting with the School Nutrition Program Supervisor, the hearing official and representatives from the disputing party to discuss and resolve the complaint.

2) A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he/she has a right to an additional review.

3) All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.

4) In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the district will be used.

6. REQUIRED FORMS:

The included forms that must be returned as part of the bid package to the Robertson County Finance Department, Attn: Robertson County Finance Department Purchasing Agent, are:

(A) Equal Opportunity Employee Act of 1975 Certificate

(B) Certification Regarding Debarment

(C) Certification Regarding Lobbying

(D) Contract Agreement Form

(E) Vendor Guarantees

(F) Non-Collusion Affidavit

(G) Certification of Independent Price Determination

(H) Drug-Free Workplace Affidavit

(I) Letter of Compliance

(L) Response Form for Notification of Amendments to RFP

(M) Point of Service Software Checklist

(N) Free and Reduced Checklist

(O) Central Office Accountability/Financial Analysis and Reporting Checklist

(P) Total Cost Summary Checklist

EQUAL OPPORTUNITY EMPLOYEE ACT OF 1975

The Robertson County Public School District is in firm support of the provisions of the Equal Opportunity Act of 1975. We, therefore, must be assured by the successful manufacturer in this bid that he/she is an equal opportunity employer according to the provisions of the act. We, therefore, require the following certification by each successful bidder as part of the contract documents:

CERTIFICATE

I/We hereby certify that the _____

is an equal opportunity employer as defined in the Equal Opportunity Act of 1975.

Upon request we will show proof that our employment practices do meet in every respect the requirements of the Equal Opportunity Act of 1975.

Owner or Officer of Firm Signature

Date

Title

Item (A)



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant 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;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

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). Remedies and complaint filing deadlines vary by program or incident.

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 responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) 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.

Item (B)

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Item (B) Continued

Form AD-1048 (REV 12/18)
Page 2 of 2

**THIS DATA CURRENT AS OF THE FEDERAL REGISTER DATED
FEBRUARY 25, 2002**

7 CFR – CHAPTER XXX – PART 3018

View Part

**Appendix A to Part 3018 – Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<http://www.access.gpo.gov/ecfr>

Item (C)

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, 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 \$100,000 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

Item (C)

Contract Agreement

The Contract Agreement must be completed and signed by a person with the authority to bind the proposal.

**ROBERTSON COUNTY SCHOOL DISTRICT
CONTRACT AGREEMENT**

The vendor indicated below has verified, as evidenced by the authorized signature, that the contents of this RFP have been fully read and understood, and that the procedures for submittal of the proposal have been followed to the best of the vendor's ability.

Name of Vendor _____

Name(s) of Product / Service _____

Address _____

Telephone _____

Fax Number _____

E-mail _____

Printed Name of Vendor Representative _____

Signature of Vendor Representative _____

Date _____

*If someone else should be contacted for your company in the event of any questions or discussions regarding your response to this RFP, please attach that information to this page.

**Robertson County Board of Education
800 M.S. Coups Boulevard
Springfield, TN 37172**

VENDOR GUARANTEES, WARRANTIES, ETC.

I HAVE READ THE GENERAL TERMS AND CONDITIONS AND SPECIFICATIONS OF THIS BID SOLICITATION AND AGREE TO ABIDE BY SAME.

BID NUMBER & RECEIPT DATE OF BID **COMPANY NAME**

VENDOR REPRESENTATIVE SIGNATURE **REPRESENTATIVE TITLE**
(MUST BE SIGNED)

STATE/BUSINESS LICENSE NUMBER **LICENSE EXPIRATION DATE**

Item (E)

**Robertson County, Tennessee
NON-COLLUSION AFFIDAVIT**

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

Authorized Signature, Title (Owner/ Corporate Officer) **Date**

Printed Name: _____

Company Name

Mailing Address

Telephone No. **Fax No.**

Item (F)

Certificate of Independent Price Determination

(A) By submission of this offer, the offeror certifies and in the case of a joint offer, each part thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) no attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, and offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and he or she has not participated, and will not participate, in any action contrary to (A)(3) above; or
- (2) he or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such person have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3).

Signature of Vendor's Authorized Representative

Title

Date

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may jeopardized the independence of the offer referred to above.

Signature of Vendor's Authorized Representative

Item (G)

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Robertson County, Tennessee government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. § 50-9-113.

Authorized Signature, Title (Owner/ Corporate Officer) Date

Printed Name: _____

Company Name

Mailing Address

Telephone No. Fax No.

Witness signature : _____ Date: _____

Witness printed name: _____

Item (H)

**Robertson County, Tennessee
Letter of Compliance**

Successful bidder must comply with and provide this Letter of Compliance.

Amendments to the Tennessee Code Annotated Section 49-5-413 require employers doing business with the Robertson County Board of Education to have their employees' criminal history records checked. No employer or employee shall come in direct contact with school children, children in a childcare program, and/or enter the grounds of a school or childcare center operated by the Robertson County Board of Education when children are present without this compliance letter on file.

Authorized Signature, Title (Owner/ Corporate Officer) Date

Printed Name: _____

Company Name

Mailing Address

Telephone No. Fax No.

Item (I)

Response Form for Notification of Amendments to RFP
Completed Form Must be Faxed to 615-382-0174
Or Information sent by Email to patsi.gregory@rcstn.net

The Vendor indicated below has requested, as evidenced by the authorized signature, notification of any amendments to the Request for Proposal issued by the Robertson County School Nutrition Program for a School Cafeteria Point of Sale and Management Program.

Name of Vendor: _____

Address: _____

Telephone: _____

Fax Number: _____

Email Address: _____

Printed Name of Vendor Representative: _____

Signature of Vendor Representative: _____

Date: _____

Point of Service Software Checklist

Item #	POS Cashier Terminal Features	Yes	No
1	System is designed specifically for elementary and secondary school food service.		
2	System keeps student eligibility status confidential during POS transactions.		
3	Student accounts can be accessed by keypad, barcode card or cashier entry of name or account number.		
4	System allows student and adult accounts to be available at any site within the county.		
5	System accepts cash, check, or charge (if allowed).		
6	System allows cash or checks to be accepted and applied to accounts during a POS transaction.		
7	System will provide notification of a lost network status.		
8	POS terminals will be able to operate if there is a network failure.		
9	System allows charge limits to be set or charging to be blocked completely for specific accounts.		
10	System handles prepayments at any time.		
11	System allows a report to be printed of checks taken that day with check number and account to which they apply.		
12	System generates letters indicating a low or negative account balance based on an amount defined by the district.		
13	System supports multiple grade, student, and adult pricing levels.		
14	System allows students to be entered from Central Office.		
15	System allows students to retain their current ID number.		
16	System allows cashier to enter items into POS terminal in any order		
17	System allows for cashier to be alerted to dietary restrictions or parent's restrictions at the POS terminal.		
18	System allows a transaction to be voided at any time.		
19	System shows the shortage or overage for each cashier at each line.		
20	System supports year end rollover for all sites from the Central office.		
21	System transmits counts of daily meals served by category, all revenues by meal type, and a la carte sales for each site to the Central Office.		
22	System allows menus items to be set up with meal component and pricing from Central Office.		
23	System tracks how many of each item are sold daily by category (i.e., to student with reimbursable meal, to adult with meal and a la carte).		

24	System provides for easy entry of check #s at the POS terminal.		
25	System allows for picture ID.		
26	Reports show exact amount of money received on account (tendered), not just amount left after paying for current meal and paying for charges.		
28	System allows student accounts and history, including items purchased, to be viewed from Central Office.		
29	System allows class or group rosters to be created and displayed for accessing accounts and quick sales to a group.		

Free and Reduced Checklist

Item #	Free and Reduced Software Features	Yes	No
1	System can process family free and reduced applications.		
2	System supports several application types including Income, Food Stamp/SNAP, Foster, Homeless, Runaway and Incomplete.		
3	System provides for instant analysis of free and reduced meal applications for eligibility according to Federal guidelines.		
4	System recognizes duplicate applications and alerts user before processing.		
5	System tracks history for incomplete or denied applications, including reasons application is incomplete or denied.		
6	System accommodates start of the year temporary status grace period.		
7	System allows for applications to be entered from more than one location (PC) at the same time. (Multiple Users).		
8	System can import a Direct Certification file from the State (or other agency), match the information against the student data in the district's information system and update status information.		
9	District can update Free and Reduced income limits as established each year by the USDA; no software update is required.		
10	System can produce multiple types of notification letters, approval, denial, and verification status/result with customization of letter content and using a mail merge process.		
11	System can automatically deny eligibility for any applications selected for verification that do not receive a response after a specific period of time.		
12	Notification letters can be stored in multiple languages and generated based on the household language of choice stored in the system.		
13	System can automatically generate notification letters for all status changes since the last date notification letters were generated, regardless of the reason for change (approval, denial, verification, etc.).		
14	System provides for verification by school or district-wide using a basic, alternate random, alternate focused or custom sample of the student application file.		
15	System provides the option to exclude applications verified the previous year, and multiple applications from the same address from verification selection.		
16	System automatically updates POS with student enrollment and eligibility changes. Provides for "as of" date tracking to allow to re-create historic information. (i.e., reports of numbers of students eligible as of a specific date in the past.		
17	System provides daily updates and summary reports of free and reduced eligible students, based on automatic updates of data that has been entered into district's information system.		
18	Error Prone applications will be identified at the point of approving them.		

Central Office Accountability/Financial Analysis and Reporting Checklist

Item #	POS Back Office Features	Yes	No
1	System allows sites to be defined as severe need or non-severe need.		
2	System computes federal reimbursement for breakfast, lunch and snack programs.		
3	System supports all federal reimbursement rate tables.		
4	System includes the Tennessee state reimbursement Claim Report and can combine data from school sites to generate a consolidated school district claim for reimbursement.		
5	System provides monthly and year to date cumulative reports displaying meals served by category and percentage for breakfast and lunch by school site and district wide.		
6	System generates reports to compare participation for schools of similar enrollment		
7	System incorporates an easy to use report/query tool.		
8	All reports can be viewed on screen, printed, or exported to a variety of file formats. (i.e., EXCEL, Word etc.		
9	Reports and export files can be generated for a user defined date or date range.		

Total Cost Summary Checklist

Initial One-Time Charges Total Cost

Hardware

			Unit Cost	Total Cost
1	Pin Pad with Barcode reader USB Pin pad with built in Barcode Scanner, number pad with "Enter" key/LCD display.			
Hardware Subtotal				

Software

Item	Description	Qty	Unit Cost	Total Cost
1	Back Office Software			
2	Cafeteria Licenses			
3	POS Station Software Licenses			
4	Free and Reduced Meal Application Software			
5	Inventory Scanning Software			
Software Subtotal				

Training

Item	Description	Qty	Unit Cost	Total Cost
1	Onsite Training Days			
2	Onsite "Go Live" Days			
Training Subtotal				

Shipping, Installation and Travel

Item	Description	Total Cost
1	Shipping cost Estimated cost of hardware shipping (from Vendor to customer)	
2	Travel Cost Estimated reasonable travel expense (flight, car, lodging, gasoline)	
3	Installation	
Shipping, Installation and Travel Subtotal		

"Other" costs

Item	Description	Total Cost
1		
2		
"Other" Subtotal		

Software Maintenance

	Description	per year each	Total Cost (per year)
Year 1	Software Maintenance cost (includes all software update and support costs)		
Year 2	Software Maintenance cost (includes all software update and support costs)		
Year 3	Software Maintenance cost (includes all software update and support costs)		
Year 4	Software Maintenance cost (includes all software update and support costs)		
Year 5	Software Maintenance cost (includes all software update and support costs)		
5 Year Warranty and Maintenance cost			

Statement of Costs	
Hardware and Software (if any)	
Training	
Shipping and Travel (estimated)	
"Other"	
Grand Total of Startup Costs	
5 Year Warranty and Maintenance cost	
Grand Total (Including 5 yrs Warranty and Maintenance)	