



Robertson County Tennessee  
*Jody Stewart, Finance Director*  
*Finance Department*  
523 South Brown Street, Springfield, TN 37172  
(615) 384-0202 Fax (615) 384-0237

MAIL DATE: **6/20/2014**

**School Cafeteria Temperature Monitoring System**

Sealed bids must be received by: **7/9/2014 at 10:00 AM**

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. 1276 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. Please enclose a stamped, self addressed envelope to receive a completed bid tabulation form. 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, Director, School Nutrition Program at (615)384-7280. For assistance with bid procedures contact Cheryl Moon, Robertson County Finance Office at (615) 384-0202 or by email: [cherylrcf@comcast.net](mailto:cherylrcf@comcast.net).

**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 Temperature Monitoring System

### FOR ROBERTSON COUNTY CHILD NUTRITION PROGRAM ROBERTSON COUNTY SCHOOLS SPRINGFIELD, TENNESSEE

#### NOTICE TO PROPOSERS

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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 a notice including Company Name, Contact Name, Phone Number, Fax Number, Contact Email to Patsi Gregory via fax at (615) 382-0174 or by e-mail at [patsi.gregory@rcstn.net](mailto:patsi.gregory@rcstn.net). **Copies of amendments (if any) will only be sent to companies requesting the information by timely e-mail or fax.**

# Request for Proposals

## Contract to Provide Temperature Monitoring 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 Temperature Monitoring System for the Robertson County School Nutrition Program, including software, receivers, sensors, cables, training, implementation services and technical support, or any combination of the above.

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

- Ability to monitor temperatures in freezers, coolers, and stockrooms at all schools
- 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 Director, Robertson County Schools. Include the page and paragraph number reference that applies to each question. Proposers 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 and quality of interface with users and with existing or imminent systems, processes and organization may 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.

#### **(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 invitation to bid 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 Director (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 invitation to bid must be used.

#### **(H) Contract Duration**

It is the intent of Robertson County Schools to enter into an initial contract period of one year with four (4) one year extensions with each consecutive extension being (a) authorized by affirmative action on the part of the government, (b) contingent on the availability of future appropriations, and (b) retain the option for continued one year renewals based upon continuing evaluation, cost analysis, and mutual agreements

between the school system and the vendor. 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. 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.

Proposer shall provide, as part of their bid, 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, Successful Proposer 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. Please be advised: Robertson County Schools will not participate in software BETA testing without the express written consent of the School Nutrition Program Director.

The Proposer 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 Proposer be able to remotely support the Temperature Monitoring System once it is installed. The proposal should describe the Proposer'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**

Proposer shall provide both system training and end-user training for the system, at Robertson County Schools' offices. Proposer shall include all training costs (e.g., travel, per-diem, and training materials expense) 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 Temperature Monitoring System. System training shall be provided as soon as possible after contract award consistent with Proposer'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 Proposer to cover the contents of the training session(s) that will become part of Robertson County Schools' documentation for the system.

Proposer 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. Proposer agrees the District may make such additional copies of documentation supplied pursuant to this section as needed for use by District employees. Proposer 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**

Any Contract, if awarded, shall be entered into only by issuance of an authorized purchase order accompanied by a letter of award notification. After the contract objectives of installation, training and initialization of active monitoring have been met, verified and approved by the School Nutrition Program Director, payment shall be made within thirty (30) days of approved invoice submission. No partial payments shall be made. The Robertson County School District is a tax-exempt organization. A State of Tennessee Certificate of Government Exemption shall be provided upon request.

**(L) Code of Conduct**

No person officially connected with or employed by the school system will be an agent for, or have any financial compensation or reward of any kind from any vendor for the sale of supplies, materials, equipment, or service.

**(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.

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

#### **(O) Non-Discrimination Statement**

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202)690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

#### **(P) Regulation Compliance**

- All contracts awarded in excess of \$10,000.00 by grantees and their Proposers 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 Proposer 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 Proposer 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 - Failure on the part of the Proposer to comply with the provisions of this contract may result in 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.

- 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 Proposers 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. Proposers 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 Proposer 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.

#### **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 11,400 students enrolled for the 2013-2014 school year. There are currently 19 school sites.

The School Nutrition Program oversees the operation of 19 school cafeterias located throughout the school district. Currently, all 19 cafeterias have walk-in freezers, walk-in coolers, and stockrooms in need of temperature monitoring.

The School Nutrition Supervisor and the department's office staff will need access to all temperature monitoring data and would like to be able to enter and search for this data on any computer in the Food Service Central Office location or at off-site locations.

## **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, Proposer 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 Proposer that is determined to be non-responsive. The unreasonable failure of an Proposer 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. Proposers 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 Proposer 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) Proposer'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 temperature monitoring systems 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 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 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 Temperature Monitoring System will be implemented. Include:

- Full rollout will begin July 1 for the 2014-2015 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.
- A project plan identifying all implementation tasks to be performed, timetables/time lines, 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 and 6 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 temperature monitoring 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

**Complete the General and Technical checklist provided.**

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) 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 7 and 8 of RFP and request for information.)

**(7) Cost to Robertson County Schools**

Please itemize the proposed costs 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), and free and reduced application processing. 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 Proposer 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 Proposer.

**(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.

## **General and Technical Checklist**

### **Temperature Monitoring System Checklist**

- Must have ability to monitor temperatures in freezers, coolers, and stockrooms at all schools
- Must have ability to access data from the School Nutrition Program Central Office or other off-site locations
- Must be a web based hosted solutions and must communicate at all times with the central office personnel in a way that is seamless to the end user
- Must have ability to send data and temperature updates even when the location's internet is down



**Proposal Response for RFP #1276  
School Cafeteria Temperature Monitoring System**

**SUMMARY OF TOTAL SYSTEM COST**

In order to compare each vendor fairly and consistently regarding pricing of Robertson County Schools defined Temperature Monitoring System; please enter in the numbered spaces below. The total cost as defined in the section below, 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.

**Initial One-Time Charges Total Cost**

**Software (if any)**

Item	Description	Qty	Unit Cost	Total Cost
<b>Software Total</b>				\$

**Hardware ( All Hardware is F.O.B. destination)**

Item	Description	Qty	Unit Cost	Total Cost
1	Receiver	19		
2	Sensors for walk-in freezers	32		
3	Sensors for walk-in coolers	19		
4	Sensors for dry storage	19		
<b>Hardware Total</b>				\$

**Training**

Item	Description	Qty	Unit Cost	Total Cost
1	Onsite Training Days			
2	Onsite "Go Live" Days			
<b>Training Total</b>				\$

**Installation Cost (If any)**

Item	Description	Total Cost
1	Travel Cost Estimated reasonable travel expense (flight, car, lodging, gasoline)	
2	Installation	
<b>Installation Total</b>		\$

**"Other" costs**

Item	Description	Total Cost
1		
2		
<b>"Other" Total</b>		\$

## Software Maintenance & Support

	Description		Total Cost (per year)
Year 1	Software Maintenance (includes all software update and support costs)		
Year 2	Software Maintenance (includes all software update and support costs)		
Year 3	Software Maintenance (includes all software update and support costs)		
Year 4	Software Maintenance (includes all software update and support costs)		
Year 5	Software Maintenance (includes all software update and support costs)		
<b>5 Year Maintenance &amp; Support Total</b>			\$

<b>Grand Summary of Costs</b>	
Hardware and Software (if any)	\$
Training	\$
Shipping and Travel (estimated)	\$
"Other"	\$
<b>Total Startup Costs</b>	<b>\$</b>
<b>Total 5 Year Software M &amp; S Costs</b>	<b>\$</b>

### ROBERTSON COUNTY SCHOOL DISTRICT CONTRACT AGREEMENT & NON-COLLUSION AFFIDAVIT

This Contract Agreement has been completed and signed by a person with the authority to bind the proposal.

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.

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.

**Date** \_\_\_\_\_ **Signature and Title (Owner or Executive)** \_\_\_\_\_  
**Printed Name** \_\_\_\_\_  
**Company Name** \_\_\_\_\_  
**Product/Service Name or Trademark** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone** \_\_\_\_\_ **Fax Number** \_\_\_\_\_  
**E-mail** \_\_\_\_\_

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.

## **2. 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 responsible Proposer 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, software function and reports available
- (3) **25%** - Proposer Qualifications including, but not limited to implementation plan, references, experience in the K-12 School Nutrition Technology Field and presentation of proposal

### **(A) 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 Proposer nor obligates Robertson County Schools in any manner.

### **(B) Rejection of Proposals and Disqualification of Proposers**

The Evaluation Committee will first examine proposals to eliminate those that are clearly nonresponsive to the stated requirements. Therefore, *Proposers 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 Proposers may be disqualified and their proposals not considered include:

- (1) The committee determines that the Proposer's proposal is not responsive.
- (2) The committee determines that the Proposer is not responsible, due to the unreasonable failure of the Proposer to promptly supply information in connection with a determination of responsibility.
- (3) The Proposer 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 Proposer has a proprietary or pecuniary interest in more than one proposal, or that collusion exists among the Proposers.
- (6) Unbalancing of unit price proposal items is evident, in the opinion of the evaluation committee.
- (7) Proposer has defaulted on any previous performance contracts with any company, organization or governmental unit within the past ten (10) years.
- (8) Proposer is or has been debarred.
- (9) The Proposal is not responsive to the RFP.

### **(C) 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 Proposer's pricing information contained in its cost proposal.

### **(D) Final Evaluation and Award**

The consensus of the Evaluation Committee may be that more than one Proposer shall be considered as finalists. At this point, the Committee may request presentations by Proposers 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 Proposers 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 Proposers. 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 Proposer with the lowest or best final offer. Following approval written notice will be sent to the successful Proposer.

## **(E) 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 the Director of Schools or his/her designee, no later than ten days after written notice of award is sent to all proposers. The hearing official will disclose the dispute to the Tennessee State Department of Education, School Nutrition office. The steps for dispute resolution include:

- a. A meeting with the evaluation committee participating in the RFP, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
- b. 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 has a right to an additional review.
- c. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
- d. The State Agency must be notified of all protests.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

**(Before completing certification, read instructions on reverse.)**

- (1) 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.
  
- (2) 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

\_\_\_\_\_  
Bid Number

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

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING LOBBYING**

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

Submission of this certification is prerequisite for taking 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 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 behalf, 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, and 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.

\_\_\_\_\_

\_\_\_\_\_

Name/Address of Organization

\_\_\_\_\_

Name/Title of Submitting Official

\_\_\_\_\_  
FNS Grant/Cooperative Agreement

\_\_\_\_\_

Signature

## **Certificate of Independent Price Determination**

A. By submission of this offer, the Proposer certifies and in case of a joint offer each party 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, agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer 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 Proposer and will not knowingly be disclosed by the Proposer prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other Proposer or to any competitor,
3. No attempt has been made or will be made by the Proposer to induce any person of firm to submit or not to submit an offer for the purpose of restricting competition.

B. Each Person signing this offer certifies that:

1. He or she is the person in the Proposer's organization responsible within that organization for the decision as to the prices being offered herein and that her 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 the Proposer's organization responsible within that 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 persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and will not participate in any action contrary to (A)(1) through (A)(3) above.

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Signature of Vendor's Authorized Representative

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Title

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Date

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

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Signature of Vendor's Authorized Representative