



Brad Kramer
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RFP 2017 NS-010
Nutrition Services Software System

Proposal Due:
May 15, 2017
2:00 pm

1. Background

1.1. Notice

1.1.1. Independence School District (the "District") seeks to purchase Nutrition Services Software System through competitive bidding. If your firm is interested, please submit the information requested in this Request for Proposal (RFP) to the Independence School District Nutrition Services Department office by 2:00 p.m. Central Standard Time on or before May 15, 2017. All information necessary for the submittal is contained in this RFP.

1.2. RFP Schedule

- 1.2.1. Issue RFP: April 17, 2017
- 1.2.2. Deadline to supply written questions: May 1, 2017
- 1.2.3. Addendum notification posted with answers to submitted questions: May 8, 2017
- 1.2.4. Bids due: May 15, 2017
- 1.2.5. Bid evaluation: May 18, 2017
- 1.2.6. Bid Acceptance: June 13, 2017

2. Requested Items

2.1. Type of items requested:

2.1.1. This agreement is intended to cover items in the following categories: Point-of-Service Software (POS), Free and Reduced Meal Application Processing, Online Free And Reduced Processing, Menu Planning/Nutritional Analysis, Production, Inventory, Ordering, Financial Analysis, Central Warehouse, Online Meal Payment System, Vending, Bid Analysis, Web-Based Hosted Solutions. Agreement also includes a complete implementation solution including software, data conversion, installation, training, and ongoing technical support and maintenance which is to be hosted by the provider, or successful bidder.

2.1.2. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. The legislation defines “domestic commodity or product” as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. “Substantially” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. It is essential that to ensure that all purchases of agricultural commodities and food products comply with this statutory provision. This provision applies to all aspects of purchases made within the scope of operation.

2.2. Locations:

2.2.1. Building location list is provided in Appendix C

2.3. Description of items requested:

2.3.1. Requirement and Response section is provided in Appendix D.

2.4. Project Schedule

2.4.1. Vendor selection date: June 13, 2017

2.4.2. Contract start, or implementation, date: July 1, 2017

3. Scope of Services

The District operates 30 school-oriented production sites which provide breakfast and lunch to approximately 14,500 students each day. Our schools are open from mid-August through the last week of May. Additionally, a summer school program is offered during June and July each year that services approximately 5,100 students. There may be 1 production site that is not school-oriented. This location is currently being negotiated. For the term of the Agreement and extensions permitted pursuant to this Request for Proposal, other Missouri school districts or agencies may join Independence School District and be permitted to benefit from this RFP and the fees established hereunder.

3.1. Bid Terms and Conditions:

3.1.1. Each bid will be made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate. If there is a discrepancy between the unit price and extended total, the price most advantageous to the district will prevail.

3.1.2. Compliance with 2.1.2 as listed above is imperative and necessary. 100% of items purchased must comply with stipulation that “over 51% of the final processed product consists of agricultural commodities that were grown domestically.” For items not meeting this compliance, the product must be noted as such. Two situations may warrant a waiver to permit purchases of foreign food products:

- 3.1.2.1. The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality, and
- 3.1.2.2. Competitive bids reveal the costs of a U.S. product to be significantly higher than the foreign product.
- 3.1.3. PowerSchool is our database of record for all students enrolled at Independence School District.
- 3.1.4. Requirement And Response section instructions:
 - 3.1.4.1. For each statement listed, the bidder shall provide an answer in the Response column:
 - 3.1.4.1.1. "Yes"- Feature, function, product, or service is available as requested and is fully operational using the version at one or more districts.
 - 3.1.4.1.2. "Yes-P"- Feature, function, product, or service is available as requested, but is partially available.
 - 3.1.4.1.3. "Yes-C"- Feature, function, product, or service is available as requested, but requires customization.
 - 3.1.4.1.4. "FR"- Feature, function, product, or service will be available as requested in a future release within the next six months.
 - 3.1.4.1.5. "No"- Feature, function, product or service is not available and is not in development.
 - 3.1.4.1.6. "In Development"- Feature, function, product, or service is under active development and operating in a demonstrable test environment. Will be available in a time frame longer than six months.
 - 3.1.4.1.7. "N/A"- Feature, function, product, or service is not applicable.
 - 3.1.4.1.8. For any specifications to which the vendor answers other than YES, a vendor must describe:
 - 3.1.4.1.8.1. The feature, function, product, or service being planned or developed, indicating the date after which the function and feature will be available in general release and operation in the system proposed.
 - 3.1.4.1.8.2. Whether the District will incur any added cost for the feature, function, product, or service once it becomes available, either as a direct cost of the feature, function, product, or service, or because the feature, function, product, or service will require replacement of or addition to hardware or software originally proposed for initial installation.
 - 3.1.4.1.9. Any such exception taken to any specification must be stated immediately following the specification in question.
 - 3.1.4.1.10. The District reserves the right to evaluate all proposals solely on the basis of currently existing features, functions, products, or services meeting the specifications as stated.
- 3.1.5. Evaluation of the bid:

- 3.1.5.1. To be considered as a bidder, all statements in the Requirement and Response section must be answered in the order listed.
- 3.1.5.2. Requirement and Response section must be completed by the bidder.

3.2. Proposal Evaluation Categories And Weights:

- 3.2.1. Bidders are cautioned that proposals will be accepted and evaluated as submitted.
- 3.2.2. Proposals shall only be considered from firms that have been engaged in successfully providing similar services to those described in this Request for Proposal. Bidders must be able to produce evidence that they have established a satisfactory record of agreement negotiations; performed for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure they can satisfactorily deliver the services if awarded and Agreement. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the District. The evaluation process is designed to award the procurement not to the Bidder of least cost, but to the Bidder with the best combination of attributes based upon the evaluation criteria.
- 3.2.3. Category 1: Adherence of the proposal to response format, 0-10 points.
- 3.2.4. Category 2: Adherence of the proposal in meeting the technology, functional, and implementation service requirements outlined in the document, 0-20 points.
- 3.2.5. Feedback from references, company's stability and commitment, 0-20 points.
- 3.2.6. Company's overall experience, 0-10 points.
- 3.2.7. Cost/Fees, 0-40 points.

Each bidder will be scored based on a determination of an evaluating committee.

Upon completion of evaluation of proposals, the winning bid will be awarded. Upon award agreement, the other submitting bidders will be notified. The award bid will be open for review upon request.

3.3. Contractual Terms and Conditions:

- 3.3.1. Contractor performance will be monitored, as required by 7 CFR 3016.36(b) (2) to monitor contractor performance to ensure compliance with all contractual requirements, including the Buy American provision. Suppliers should be prepared to provide certification (packaging information on food products, delivery invoices, and delivery receipts) as to the origin of products. The successful bidder will be able to look back far enough in the manufacturing process to be reasonable sure that any significant foreign content has been identified.
- 3.3.2. Safety: All practices, materials, supplies, and equipment shall comply with the federal occupational safety and health act, as well as any pertinent federal, state and/or local safety or environmental codes. Material Safety Data Sheets must be provided for each item as applicable.

- 3.3.3. Hold Harmless: The contractor agrees to protect, defend indemnify, and hold the Board of Education, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of, or relating to, any and all claims liens, demands, obligations, actions, proceedings, or causes of action, of every kind, and character in connection with, or arising directly, or indirectly out of this agreement and/or the performance hereof.
- 3.3.4. Tax Exemptions: The district is exempt from various federal, state, and local taxes.
- 3.3.5. Law Governing: All agreements shall be subject to, governed by, and construed according to the laws of the state of Missouri.
- 3.3.6. Non-discrimination: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin or religious creed.
- 3.3.7. Service: The successful bidder will have an account representative assigned to the district accounts. The district feels it will be helpful if the person has some prior food service experience so they will be able to understand our needs. This representative should be available to help the district in a variety of instances such as, but not limited to, the following:
 - 3.3.7.1. Demonstrate new products available on the market.
 - 3.3.7.2. Conduct trainings and workshops as requested either in person or over the internet.
 - 3.3.7.3. Handle the district's complaints and inquiries about various products.
 - 3.3.7.4. Resolve problems.
- 3.3.8. Training: The successful bidder will provide initial training to district personnel to ensure their understanding of the program and the procedures. The expectation is that the bidder will provide training to improve the services provided by the district.

Vendor shall provide both system training and end-users training for the proposed system, on as needed basis. Vendor shall include all Vendor's cost (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 Integrated Nutrition Services Software System. System training shall be provided as soon as possible after contract award consistent with Vendor's and the District 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 the Districts 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 the use by District employees.

- 3.3.9. Payment: Payment is processed using the invoices provided at the time of delivery. Statements of purchase must be provided by the vendor, which will be used by the District to reconcile expenditures. Electronic payment options should be available through the District.
- 3.3.10. Discounts and Rebates: The supplier will pass on to the district all promotional allowances, discounts and manufacturers rebates in the form of lower prices. The supplier shall also keep the district informed of any rebates that may be redeemed by the district and provide tracking information on usage, so the district may take full advantage of all available rebates and free goods offers.
- 3.3.11. Technical Approach and Contract Administration: The Prime Vendor shall describe Prime Vendor's plans and approach for accomplishing the specific work requested. The information provided shall be in enough detail to enable the District to ascertain the Prime Vendor's understanding of the effort to be accomplished and shall outline the steps in the total service proposed. Technical Proposals shall provide the following narrative information (referencing the subsections in sequence) to evidence the suitability of the Prime Vendor's technical approach to delivering the services sought under the RFP.

3.4. Terms of Contract

- 3.4.1. Initial term: July 1, 2017 through June 30, 2018
- 3.4.2. Renewals: Renewable annually for a full term of three years: July 1, 2017 – June 30, 2018 will be considered year one. July 1, 2018 – June 30, 2019 will be considered year two. July 1, 2019 – June 30, 2020 will be considered year three.

4. Required Insurance

4.1. Liability

- 4.1.1. \$100,000 per incident
- 4.1.2. \$300,000 per year

4.2. Workers Compensation

4.2.1. Statutory limits

4.3. Bond

4.3.1. Payment: Amount of Agreement

4.3.2. Performance: Amount of Agreement

5. Disclosures and notifications

5.1. Conflicts of interest

5.1.1. Proposal must state whether proposer has any professional, business, or familial relationship with any current member of the Board of Education of the District or with any administrator of the District.

5.2. Cooperative Procurement

5.2.1. Indicate whether, if the District accepted your proposal, you would provide the same products and services under the same prices and terms to any public school district located within the greater Kansas City metropolitan trade area.

5.2.1.1. _____ YES _____ NO (Initial Next to one)

5.2.2. The prices, terms, and conditions of this RFP and any subsequent term agreement would control the terms of any subsequent agreement.

5.2.3. Other public school districts themselves have no obligation under the cooperative procurement agreement to use the RFP, proposal, or agreement unless they are specifically named in the RFP as a joint respondent.

5.2.4. The ordering public school district will issue purchase orders and be responsible for all receiving, inspection, payments and other agreement administration.

5.2.5. Each public school district that is a party to the joint proposal may act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments, and handle disputes involving shipment to the jurisdiction.

6. Contract terms

6.1. E-Verify

6.1.1. Missouri law requires all companies doing business under contracts greater than \$5,000 with government entities to attest that all their employees and subcontractor's employees are "lawfully present in the United States."

6.2. Prevailing Wage

6.2.1. Missouri law requires agreements to contain the following prevailing wage terms: "A wage of no less than the prevailing hourly rates of wages for work of a similar character in the locality in which the work is performed shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work"

(§ 290.220) and “not less than the prevailing hourly rate of wages specified in wage determination as requested from the State shall be paid to all workers performing work under this contract” (§ 290.250). The contractor shall forfeit as a penalty to the State, County, City, and County, City, Town, District or other political sub-division on whose behalf the contract is made or awarded ten (\$10.00) Dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract by him or by any sub-contractor under him. § 290.250. All payroll records of the contractor are to be submitted to the School District, with the approved Prevailing Wage Statement, prior to final acceptance of the project.

6.3. Liquidated Damages

6.3.1. The District may assess liquidated damages for work not completed as agreed upon.

6.4. Applicable law

6.4.1. Missouri law will govern contracts entered into pursuant to this RFP.

6.5. Termination

6.5.1. This agreement may be terminated at any time by the district upon sixty days written notice, should the district determine that it is not in its best interest to continue the agreement and/or the supplier is not performing with the provisions and intent of this agreement. Upon receipt of the termination notice, the bidder shall have twenty days to correct non-compliance issues. If compliance is achieved, the termination notice will be cancelled. This agreement may be terminated by the bidder with sixty days written notice for failure by the district to comply with the agreement terms.

6.6. Compliance with laws and policies

6.6.1. Bidder must comply with all federal and state anti-discrimination laws.

6.6.2. Bidder must be licensed to do business in the City of Independence.

6.6.3. All work shall meet or exceed the Americans with Disabilities Guidelines.

6.6.4. *A-133 Compliance Supplement*: The bidder must certify that they and their principals are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

6.7. Background Checks

6.7.1. Contracts entered pursuant to this RFP must require that all employees who will interact in an unsupervised fashion with students will be fingerprinted and background checked under the background checks required by the District’s Board Policies. Results of background checks of employees working directly with students must be provided to District. District reserves the right to refuse to allow any employee access to students if the employee completes no background check acceptable to the District.

6.8. Indemnity

- 6.8.1. The District will not agree to indemnify any bidder for its own negligence, for injuries or damages that do not arise from acts or omission of the District, or for injuries or damages for which the District has sovereign immunity.

6.9. Proposed contract

- 6.9.1. Proposals must include a copy of proposed contracts or service agreements if available or disclose terms required by the proposer of this RFP.

7. Interpretation, Questions, Withdrawal

7.1. Interpretation

- 7.1.1. The District will make no oral interpretations for proposers of meaning of the terms in this RFP.
- 7.1.2. Requests for interpretations to the meaning of this RFP must also be made in writing to Independence School District not later than April 28, 2017 and failure by the successful proposer to do so shall not relieve the proposer of the obligations to execute such services under a later interpretation by the school district.
- 7.1.3. All interpretations made to the proposers will be issued in addenda to the RFP and will be sent to all proposers.

7.2. Questions

- 7.2.1. Submit written questions to the following person:

Brad Kramer
Director of Nutrition Services
1400 West Geo Space Drive
Independence, MO 64056
816-521-5371
brad_kramer@idschools.org

7.3. Withdrawal

- 7.3.1. Any Contractor may withdraw his proposal prior to the scheduled closing time for receipt of proposals.
- 7.3.2. No proposal shall be withdrawn for thirty (30) days after the scheduled closing time for receipt of proposals.

8. Proposal submission and opening

8.1. Submission

8.1.1. Submit proposals in a sealed envelope which is clearly marked “Nutrition Services SOFTWARE SYSTEM” and deliver to the following address and person:

Brad Kramer
Director of Nutrition Services
1400 West Geo Space Drive
Independence, MO 64056
816-521-5371

8.1.2. Bids must be submitted only on the form provided in this bid document. Required information must be included.

8.1.3. Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

8.1.4. The successful bidder shall include with the bid a complete listing of their stock book indicating all inventory items maintained in their warehouse as of the bid deadline date, including item name, pack size and order unit.

8.1.5. Bidder’s Checklist: All items listed below must be included when submitting your proposal with 1 paper copy and all same documents on a jump/flash drive. All documents, except for the market basket, may be in a PDF format. The market basket must be submitted as an Excel spreadsheet.

Technical Proposal _____
Features Response _____
Signed Debarment Letter _____

8.2. Opening

8.2.1. The proposals will be opened and publicly read at the following location on the following date and time:

Date: May 15, 2017
Time: 4:00 p.m.
Location: Nutrition Services Office
1400 West Geo Space Drive
Independence, MO 64056.

9. Reservation of Rights

9.1. INDEPENDENCE SCHOOL DISTRICT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS AND WAIVE ANY INFORMALITY IN THE PROPOSAL OR REQUEST FOR PROPOSAL.

10. Proposal Evaluation

10.1. Award

- 10.1.1. The contract will be awarded to the bidder submitting the best responsible proposal complying with this RFP if the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified at the earliest practical date. The decision regarding acceptability of any firm's qualifications/proposal shall remain entirely with the District, at the District's sole discretion. The criteria for making this judgment will include but not be limited to price, demonstrated capability and general responsiveness to the RFP.
- 10.1.2. The District notifies all proposers that minority business enterprises will be afforded full opportunity to submit proposals in response to this Request and will not be discriminated against on the grounds of race, color, or national origin in consideration of an award. Proposer agrees that, should proposer be awarded this contract, proposer will not discriminate against any person who performs work under it because of race, religion, color, sex, national origin or ancestry.
- 10.1.3. The District reserves the right to reject any or all proposals, to waive any informalities or technical defects in proposals, and unless otherwise specified by the District, to accept any item or groups of items in the proposal, as in the best interest of the District.

10.2. Acceptance Period

- 10.2.1. All proposal offers must be firm for 365 days from the start of the contract on July 1, 2017.

11. Invoicing and Payments

- 11.1.** Invoices shall be prepared and submitted in duplicate to the Independence School District. Invoices shall contain the following information: contract account number, item number, item name & description, unit price and extended total by location serviced with a grand total at bottom. District shall receive one invoice per delivery.

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am over twenty-one years of age; and know of the matters set forth.
2. I am employed by _____ (“Company”) and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify federal work authorization program regarding Company’s employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____
(individual signature)

For _____
(company name)

Title: _____

Subscribed and sworn to before me on this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires:

REFERENCES AND EXPERIENCE

How many years has your firm been in business? _____ years

List references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District/Business _____

Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

Debarment Form

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary 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

Form AD-1047 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. 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 Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

PERSONNEL QUALIFICATIONS

Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate the person who will be supervising project and years of experience in similar work.

Name: _____ Number of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other school districts and/or governmental agencies or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

Appendix A

BID PROPOSAL SUBMISSION FORM – ISD NS-010 Nutrition Services Software System

Proposal of _____ (hereinafter called "Bidder"),
organized and existing under the laws of the State of _____, doing business as
a corporation, a partnership, an individual (circle one) to the Board of Education, School District of
Independence, Missouri (hereinafter called "Owner").

1. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the INDEPENDENCE SCHOOL DISTRICT – ISD NS-010 Nutrition Services Software System. In strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below, bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.
2. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
3. Bidder acknowledges receipt of the following ADDENDA: _____.
4. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with all Bidding Documents, including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents, and having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

Appendix B

RESPECTFULLY SUBMITTED:

Signature

Name (Please type or write clearly)

Company Name

Street

City, State, Zip Code

Title

Date

Telephone Number

Fax Number

Email address

License number (if applicable)

By signing, he/she certifies that they are an authorized agent of said company and has the authority to legally enter into a binding Service Agreement.

SEAL - (if BID is by a corporation)

Appendix C

Independence School District Addresses

High Schools and Middle Schools are open at 6 a.m. and Elementary Schools are open at 6:30 a.m. for deliveries. There are to be no deliveries during the meal periods 11:00 to 12:30 and no deliveries after 1:30.

ELEMENTARY SCHOOLS

Benton Elementary 521-5599 Ex. 42570
429 S Leslie 64055
Lunch count 358 Breakfast count 317

Santa Fe Trail Elementary 521-5599 Ex. 57570
1301 S. Windsor 64055
Lunch count 344 Breakfast count 156

Blackburn Elementary 521-5599 Ex. 43570
17302 E RD Mize Rd 64057
Lunch count 310 Breakfast count 129

Hanthorn 521-5599 Ex. 59570
1511 Kings Highway 64055
Lunch count 138 Breakfast count 171

Bryant Elementary 521-5599 Ex. 44570
827 W College 64050
Lunch count 221 Breakfast count 145

Randall Elementary 521-5599 Ex. 52570
509 Jennings Rd 64056
Lunch count 248 Breakfast count 213

Fairmount Elementary 521-5599 Ex. 41570
120 N. Cedar, Sugar Creek, MO 64053
Lunch count 330 Breakfast count 310

Sunshine Center 521-5599 Ex. 26570
18400 E Salisbury 64056
Lunch count 215 Breakfast count 200

Glendale Elementary 521-5599 Ex. 45570
2611 Lee's Summit Rd 640
Lunch count 363 Breakfast count 170

Mallinson Elementary 521-5599 Ex. 49570
709 N Forrest Ave 64054
Lunch count 266 Breakfast count 195

Luff Elementary 521-5599 Ex. 47570
3700 S Delaware Ave 64055
Lunch count 296 Breakfast count 164

Independence Academy 521-5599 Ex. 85570
600 W. Mechanic 64050
Lunch count 108 Breakfast count 76

Little Blue Elementary 521-5599 Ex. 40570
2020 Quail Drive 64057
Lunch count 164 Breakfast count 90

Ott Elementary 521-5599 Ex. 50570
1525 N. Noland Rd 64050
Lunch count 355 Breakfast count 173

Mill Creek Elementary 521-5599 Ex. 48570
2601 N. Liberty 64050
Lunch count 246 Breakfast count 110

Procter Elementary 521-5599 Ex. 51570
1403 W Linden Ave. 64052
Lunch count 199 Breakfast count 138

Korte Elementary 521-5599 Ex. 46570
2437 S. Hardy 64052
Lunch count 521 Breakfast count 497

Wm Southern Elementary 521-5599 Ex. 53570
4300 S. Phelps Rd. 64055
Lunch count 397 Breakfast count 273

2017-NS-010
Nutrition Services Software System

Spring Branch Elementary 521-5599 Ex. 54570
20404 E. Truman Road 64056
Lunch count 217 Breakfast count 97

Sugar Creek Elementary 521-5599 Ex. 56570
11424 Gill 64054
Lunch count 162 Breakfast count 166

Sycamore Elementary 521-5599 Ex. 55570
15208 E. 39th St. 64055
Lunch count 327 Breakfast count 147

Three Trails Elementary 521-5599 Ex. 58570
11801 E. 32nd St. 64052
Lunch count 342 Breakfast count 289

MIDDLE SCHOOLS

HIGH SCHOOLS

Bingham Middle School 521-5372 Ex. 23570
1716 S Speck Rd 64057
Lunch count 540 Breakfast count 115

Truman High School 521-5599 Ex. 12570
3301 S Noland Rd 64055
Lunch count 792 Breakfast count 163

Bridger Middle School 521-5376 Ex. 21570
18200 E. M78 Highway 64057
Lunch count 676 Breakfast count 148

Van Horn High School 521-5599 Ex. 17570
1109 Arlington 64053
Lunch count 553 Breakfast count 255

Nowlin Middle School 521-5599 Ex. 25570
2800 Hardy 64052
Lunch count 739 Breakfast count 592

William Chrisman High School 521-5599 Ex. 16570
1223 N. Noland Rd 64050
Lunch count 858 Breakfast count 283

Pioneer Ridge Middle School 521-5599 Ex. 24570
1656 S. Speck Rd. 64057
Lunch count 636 Breakfast count 129

WAREHOUSE

Independence School District Nutrition Services 521-5371
1400 W Geo Space Dr. 64056

Appendix D

GENERAL FEATURES

Requirement:	Response	If not "Y" vendor explanation
Option to purchase software license, lease/purchase, or service agreement		
Option to purchase only the specific modules needed for each site		
Enterprise-wide pricing option		
User friendly, Windows/Web style user interface		
Centralized database with immediate access to critical information		
Vendor hosted database		
Synchronized centralized database to assure redundancy in case of communication failures		
Web-based, thin client components for easy installation and maintenance of non-critical function		
Fully integrated system – POS, Back of House and Vending		
Ability to have hierarchy user accounts (Administrator, Central Office, Manager, and Cashier)		
Guaranteed Quality Service for Low Latency		

POS HARDWARE

Requirement:	Response	If not "Y" vendor explanation
Universal keypad acceptance of combo keypad/barcode scanner for entry of PIN, ID or Barcode		
Ability to use non-proprietary ID reader devices (Pin pad, barcode) for student identification		
Ability to use current site manager computer and cashier lines machines –		
Supports dual sided PIN devices per POS station		
Ability to use current touch screens		
Supports vending machines with universal vending interface support		
Support meal and ala carte vending sales		

TECHNOLOGY

Requirement:	Response	If not "Y" vendor explanation
Option for District hosted centralized student database		
Built-in interface to accept web free and reduced applications		
Built-in exports to Excel, CSV, Word, Text and PDF		
Automated synchronization features for communicating updates in near real-time between web payments, portal, central student database and distributed databases, supporting redundancy for off-line operation at the cashier station and manager station, as well as student mobility between schools.		
Mixed real-time and static elements		
Customizable touch screen software for key size, shape, colors, and number of items on screen and graphics		
Fully Integrated Back Office – Inventory, Order Entry/Purchasing, Bids, Menu Planning/Production, Nutrient Analysis, Free and Reduced Application Processing		
Automated synchronization feature for communicating in near real-time between PowerSchool (SIS system) and your software		
Automated phone notification system		
Automated email notification system		

INVENTORY

Requirement:	Response	If not "Y" vendor explanation
Easily set an order hierarchy for each inventory item		
Identify food and non-food items		
Identify purchased and commodity items		
Support multiple vendors and supply units per items, including commodities		
Multiple vendors and prices per item, multiple supply units and packs per item, easily set and change priority for primary supplier, easily set and change priority for commodity items, set minimum ship quantity or dollar limit per vendor with warning alert to user during creation of orders		
Deplete spoilage and loss with reasons		
Inventory adjustment which inventory is decreased or depleted requires a reason. Reason should be prepopulated only requiring a mouse click to select		
Support multiple cost basis		
The option to set up cost basis using contract price, last price, weighted average, transfer cost, fair market value, delivery cost		

Automated order feature at the site level		
Ability to create an order based on par, predefined shopping lists, menu forecast, virtual stock level including on-hand plus on order minus committed stock, automatically split orders between vendor supplied, District approved and warehouse items		
Ability to change receiving screen orders		
Receiving screen match the original order or can be sorted by item, item code, or vendor code		
List orders by origin and delivery dates		
Ability to receive items manually or update receiving		
Allow items to be added while in the receiving screen or as separate item for shorted items received a different day		
Track variances between ordered and received counts and prices		
Allow sites the option to receive all items or to enter changes for items not received		
Physical Inventory Counts and Value Reporting		
Allow managers to reject items with reasons from prepopulated rejection list		
Track rejections for return to vendor or warehouse		
Support back order feature that can be turned on and/or off at District level		
Allow for the entry of additional cost such as delivery fee, processing fee, broker's fee, storage fees, and pass through value (net off invoice)		
Allow users to sort the receiving ticket in various ways in order to easily read and enter data from supplier invoice or packing slip		
Allow partial receiving with an option to back order		
User would be able to enter zero received for shorted/out of stock items and discrepancies with the option to back order the item		
Discrepancy report for variances between ordered and received items based on invoice		
Provides the ability to display/print a report based on invoice number/vendor which provides a listing of variances in price and quantity between ordered and received		
Entry of counts in both usage units and purchase units		
Site user has the ability to setup and control physical inventory storage locations		

Physical inventory count sheets printable to match storage locations established by site user		
Count data entry screen match printed physical inventory count sheets		
Display/Print variance report showing discrepancies in perpetual versus actual inventory balances		
Ability to use mobile scanning device to enter physical inventory		

CENTRAL PURCHASING

Requirement:	Response	If not "Y" vendor explanation
Ability to preselect specific site orders for automatic approval		
Automatically transform requisitions to purchase orders and supply orders based on supply chain hierarchy		
Summarize orders for multiple sites for drop ship by vendor		
Block items from appearing at specific sites		
Block sites from ordering specific items		

MENU PLANNING AND NUTRIENT ANALYSIS

Requirement:	Response	If not "Y" vendor explanation
USDA approved Nutrient Standard Menu Planning		
Complies with HHFKA / Preloaded with the latest USDA Child Nutrition (CN) database version		
Food based component menu planning		
Inventory/Commodity/Ingredient Management		
Recipe Management / Finished Product Management		
HACCP, Allergens and Target Temperature support		
Create, edit and delete menu templates for each meal and age group		
Create, edit and delete cycle menus from menu templates		
View average nutrition of a menu for 3-7 days with the ability to drill down to day, menu, pattern, recipe, and item		
Display costing per serving, cost per person, and food cost percentage		
Calendar menu can be printed and exported to other programs to allow for enhancement with graphic and additional notes		

Allow export of calendar into other programs to allow for enhancements such as allergen codes, nutrition, and export to HTML for web display		
Scale menu forecasts based on entering overall meal count forecast		
Editable Menu Item Counts		
Support editing of individual menu item counts for offer versus serve		
Distinguish between reimbursable meal forecast, adult, and ala carte forecast for nutrition analysis		
Analyze actual nutrition data after production record is complete		
Allow user to view actual nutrient analysis based on amounts entered from production records		
Support unlimited nutrition categories		
District can determine and set up categories based on needs – such as entrée, vegetable, fruit, etc.		
Transform recipe into finished goods without linking inventory items		
Every recipe is automatically an item		
Each inventory offers the option of multiple unit definitions, food component definitions, and links to nutrition data		
Recipes support multiple serving units		
Each recipe allows for multiple serving unit descriptions, food component definitions, and links to an ingredient and/or finished goods nutrition data		
Recipes are a finished product		
Every recipe is automatically a finished product upon production and can be ordered, received, counted, and wasted/spoiled		
Preloaded database to include USDA recipes and USDA items. Ingredients/Recipes can be downloaded, copied, linked and re-linked to and from the Child Nutrition (CN) database		
Downloaded ingredients/recipes cannot be edited by the user / site		
Site users cannot change recipes and/or ingredients other than portions needed for production		
History of an item doesn't change when the original item's data changes for future use		
Manual entry of nutrition data		
Allow District users to add nutrition received from manufacturer specifications and labels		

Ability to print (detailed) menu formatted reports showing each menu items nutrient continents, i.e. carbohydrates, fat, calories, etc. not just total nutrients for the day (summary)		
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FOOD PRODUCTION

Requirement:	Response	If not "Y" vendor explanation
District user defined production records		
District can design production records based on their needs and criteria to include inventory item number, vendor item number, pack size, portions per pack and serving size. Information is automatically generated based on the menu		
Print production records based on local and state guidelines		
Display production record screen for data entry based on menu plan		
Hide or display ingredients of recipes		
Users may choose to display or hide ingredients on production records so that only the menu item displays		
Record target temperature, time of withdrawal of item from heating or cooling source, temperature at withdrawal, and holding temperature on serving line		
Automatically create finished goods for produced items		
Create pick list for ingredients based on recipes and automatically deplete stock based on recipes		
Batch requirements for multiple sites		
Allow users to set up various batch requirements based on portion size		
Automatically return finished goods to stock or spoil finished goods after posting usage		
Left-over Management		
Allow site manager to add leftovers to the menu		
Allow adjustment of preparation requirements based on leftovers available		
Automatically deplete raw ingredients from inventory when integrated with inventory module		
Record left-overs by disposition		
Allow site managers to choose between: Waste, Freeze (with use by date), Refrigerate (with use by date), and Use next day (with use by date)		

FREE AND REDUCED APPLICATION PROCESSING

Requirement:	Response	If not "Y" vendor explanation
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Complies with current USDA and state application regulations		
Direct certification via file import		
Complete Verification module		
Integration with on-line web applications		
Automated year end rollover process		
Multi Track calendar		
Application program sharing (agree to share info)		
Notifies the user up to ten (10) days in advance when a "Pending" application expires		
Software generates Notification letters (Increase or decrease in benefits)		

ON-LINE WEB PAYMENT PROCESSING

Requirement:	Response	If not "Y" vendor explanation
Parent account management (ability for parents to set up email alerts on student's balance, set up automatic scheduled payments, able to view purchase history, divide payments between students in family and at different building sites)		
Ability to send balance alert email or text, both low and negative balance		
On-line payment via web or phone		
Ability for parents to use credit card, debit card or e-check		
Provides detailed monthly banking and financial reports		
Ability to setup recurring payments		
Low convenience fee for parents		

MEAL ACCOUNTABILITY

Requirement:	Response	If not "Y" vendor explanation
Complies with current USDA and state meal regulations		
Government reporting for claims and edit check		
Support Missouri State reporting		
Custom Report Generator		
User Definable letters		
User defined day-end reports		
Central POS item management and pricing		

BIDS

Requirement:	Response	If not "Y" vendor explanation
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Ability to post bids request on the web and allow vendors to access and update their bid through the web		
Define publishing date, closing date, opening date, board approval date, award date, and effective date		
Create and copy bids		
Ability to email login information for bids to vendors based on bid criteria		
Provide interactive web portal for vendors to reply to bids		
Portal should allow vendors to enter the bid system and view the bid criteria, terms and conditions, bid items, whether alternates are allowed or not, specifications of alternate, alert vendor and procurement staff to deadlines, allow to print, allow vendors to update bid spreadsheet electronically		
Analyze bid base on Prime Vendor or Line Item		
Award Bid		
Provide report for board approval, provide award lists to vendors, provide complete bid audit to vendors on request via email		
Update inventory system		
Provide electronic updating of pricing and/or bid criteria (pack size, vendor product code, etc.) on effective date of bid		
Identify food and non-food items		
Identify purchased and commodity items		
Break out food and non-food items in the bid and create a total based on that criteria		
Ability to work with Interflex Bid Management Software		

CENTRAL SUPPLY DISTRIBUTION/WAREHOUSE

Requirement:	Response	If not "Y" vendor explanation
Any site can be flagged as a central supply site capable of receiving supply orders and processing transfers		
Support unlimited truck routes		
Transfers automatically combine requisitions from a site for a date range and delivery date		
Ability to edit requisition tickets before generating pick tickets		
Generate pick tickets		
Transfers (call in orders) can be made without supply order		

Transfers can be made even if stock level goes below zero		
Supports transfers in any unit, usage unit, pack unit or purchase unit		
Ability to supply different pack unit than was ordered and display difference on transfer and shipping ticket		

FULLY INTEGRATED FRONT OFFICE

Requirement:	Response	If not "Y" vendor explanation
Centralized student database account management		
Enrollment interface		
Payment updated from web portal within 30 minutes		
Balances updated with school cafeterias within seconds		
Student/Adult accounts accessible from any school site POS with real time balances		
Ability to limit or restrict Student/Adult access at site level or site group (Elementary, Middle, High)		
Centralized payment and refund capabilities		
Capable of restricting student/adult account access by site groups (Elementary, Middle and High)		

CENTRAL OFFICE MEAL ACCOUNTABILITY AND REPORTING

Requirement:	Response	If not "Y" vendor explanation
SIF compliant		
Allow students and adults to access their accounts from any cafeteria with local or home authority		
Interface for accounting		
Generate USDA Edit Check report		
Generate USDA approved reimbursement report		
Support Provision One and Two		
Support Community Eligibility		
Support Provision Two Documentation (base year and succeeding years documentation)		
Custom Report Writer		
Allow the user to set up custom reports as needed without vendor tech support		
Export data to a variety of formats; Excel, Word, PDF, Text and CSV formats/spreadsheets		
Meal eligibilities categories are defined by the District office (free/reduced/paid/adult/employee, etc.)		
Variable report generating criteria		
The ability to generate reports based on all schools, groups of schools, or individual schools		

Reports screen includes a preview option		
Allow the user to select correct reports before printing it		
Reports can be set to automatically generate		
Reports are displayed on screen with the option to save, print or export the report		
End of day reports can be set up to generate after site completes end of day routine. Criteria for which reports to auto generate can be determined by executive users		
Centralizing importing and exporting of student pictures		
Pictures are loaded onto the centralized database		
Centralized keyboard and menu management		
Menu templates are set up by Central Office with site manager having access to change/update for that site only with drag and drop interface		
Easy to add new POS item		
Ability to edit existing products		
Products are automatically updated on the POS if they are changed in inventory		
Bank deposit reconciliation		
Allows for 30 operating day grace for previous year eligibility status and ability to add students to a "temporary" class during the grace period		
Allows "reclassification" of meals served based on eligibility status of date application was received and not just processed on a streamlined, one screen process		

SITE MANAGEMENT

Requirement:	Response	If not "Y" vendor explanation
Ability to take meal payments at the manager's machine or at the cashier serving line		
Blind Balancing		
Blind balancing can be determined based on user category such as cashier, manager, etc.		
Day end reports		
Reports to be included as part of the end of day can be determined by the user		
Supports ID number up to 9 digits		
Supports touch screen option at cashier station		
Supports thin client POS terminal		

Menu items Lookup		
Menu items can be looked up by category or alphabetically		
Sales can be viewed remotely in live-time		
Automatically detects second reimbursable meal and charges ala carte or second meal price		
Automatically detects ID entry from students from other schools and processes their eligibility according to their eligibility at the home school		
Log reimbursable sales to students not in the database		
Allow user to enter these sales without leaving the sales screen		
Menu Templates		
Provide drag and drop graphical menu items for placement on menu buttons		
Allow cash, check, or charge for each transaction when appropriate		
Provide for patrons to charge up to a specified amount		
Display and prints a detailed report of student's daily, weekly, monthly, and yearly activity		
Determine overage and shortages for each cashier		
Ability to track/print an individual cashier (user) overages and shortages for a period of time		

POINT OF SALE

Requirement:	Response	If not "Y" vendor explanation
Support multiple Point of Sale terminals per school		
Touch screen accommodates right or left hand user interface		
Programmable keys with at least 80 item keys		
Purchases can be made with cash, check or from student's account		
Charging a meal requires pressing one button		
Support NO ID cash sales		
Support dual serving lines per cashier register		
Support prepayment at the POS		
Cashier can enter cash or check information, including check number without leaving the sales screen		
Apply change to account without leaving the sales transaction		
One button charging option while still in the sales screen		
Provide multiple methods for patron identification		

Query can be done by name, PIN, or ID		
Provide for bar-coded ID card		
Ability to use non-proprietary ID reader devices (Pin pad, barcode) for student identification		
Allow cashier to enter ID		
Student information and sales screen includes picture, notes, name, ID and account balance		
Ability for sales screen to notify cashier of account alerts (allergy, low balance, customizable notes and Student/Adult is from another site)		
Support sales by class roster on screen		
Allow correction voiding and correction of sales transaction based on user defined criteria		
Provide for the ability to limit or authorize voids and sales correction based on predefined hierarchy. Administrators and managers would be allowed; cashier would not be allowed		
Support grade, student, adult and employee sensitive pricing		
Emergency Roster		
Allow sites to print emergency roster by class or grade for manual sales entry, if needed		
Support electronic or manual cash drawers		
Support tiered meal pricing		
Allow for different meal pricing such as standard, premium and premium plus		
Patron picture displays at any terminal during sales		
Automatically synchronize student eligibility and demographic with the Central Office		
POS redundancy		
Cashier may still process transaction even if the connection with the network is lost		
Software must have a "Principals" or "House" account that student meals can be rung to		

VENDING

Requirement:	Response	If not "Y" vendors explanation
Integrated with POS system		
Ability to control Breakfast and Lunch operational hours		
Ability to sale reimbursable meals at the students eligibility status		
Ability to sale reimbursable meals and ala carte sales		

Ability to use non-proprietary vending machine with		
Vending transactions will be recorded on student accounts, if a student account is used		
Ability to stop selling reimbursable meals once it can no longer dispense a complete meal		
Ability to record pictures with account transactions		
Purchases can be made with cash or from student's account		
Ability to monitor temperature and lock down (prevent purchases) the machine if temperature has reached an unsafe temperature		
Cash deposit are recorded in conjunction with POS terminals and has the ability to indicated overages and shortages		
Ability to limit reimbursable meals transactions to one (1) meal per day		
Students must input a secure code i.e. birthday (mm\dd\yy) after scanning their id card		