

**DOTHAN CITY SCHOOLS CHILD NUTRITION PROGRAM  
RFP 2017-1-CNP  
FOR INVENTORY SOFTWARE, SUPPORT and MAINTENANCE**

RELEASE DATE: May 10, 2017

**PROPOSAL DEADLINE: June 15, 2017 @ 2:00 p.m.**

**INTRODUCTION**

**Statement of Purpose**

The purpose of this Request for Proposals (RFP) is to define Dothan City Schools (DCS) Child Nutrition Program's minimum requirements, solicit proposals, and gain adequate information by which DCS may evaluate the services and products offered by proposers. DCS intends to secure a contract for inventory software. This selected system must meet the minimum requirements set forth in this document.

**Background Information and Needs of System**

Dothan City Schools is located in southeast Alabama. The current enrollment in our school system is approximately 9500 students, grades preK-12. There are 19 cafeteria locations (18 prep and 1 satellite) comprised of 11 elementary schools (K-5), 4 middle schools (6-8), 2 high schools (9-12), 1 preschool center (age 4-5), and 1 alternative school(K-12) {satellite feeding}. See Attachment 1 for school descriptions.

The cafeterias are currently using an Excel spreadsheet to record end of month physical inventory counts. All 18 prep sites have an office computer to run POS and other CNP related activities. CNP has a dedicated server that is maintained at Central Office.

The new system is expected to provide for automated communication between central office and the schools and offer real-time updating of inventory when users (central office or sites) enter information. If your proposal is based on the use of a dedicated server, the cost of setting this up must be added to your proposal cost. The proposal should include software, license, training, implementation services, updates and technical support for the entire CNP operation.

Although we plan to use our existing office computers, DCS request that proposer provide us with a list of recommended equipment specifications and DCS will determine if we have the necessary hardware or if we need to upgrade our hardware.

To save training costs, the district is willing to utilize a central location to perform classroom type training sessions for the managers.

**Contract Duration**

DCS intends to enter into an initial contract from on or about July 18, 2017 – June 30, 2018. The first year service contract (2017-2018) shall be included as part of the original price quoted. The proposal shall also include a service contract fee for the 4 years following implementation of the program (July 1-June 30). The additional four years of service shall be provided as individual quotes. Payment of the service contract fee, after the initial contract year, shall be due in July of each year.

## LETTER OF INTENT TO PROPOSE

A letter indicating a vendor's intent to respond to this RFP with a proposal should be sent to DCS no later than **May 22, 2017**. *Letters of Intent to Propose* may be delivered by fax transmission (334-671-2097) or by e-mail ([tgrier@dothan.k12.al.us](mailto:tgrier@dothan.k12.al.us)). Vendors may withdraw their *Letter of Intent to Propose* at any time before the deadline of submittal of proposals.

The following information should be included in the *Letter of Intent to Propose*: vendor name, name and title of vendor representative, address, telephone number, fax number and e-mail address of main contact, statement of intent to propose and signature.

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a proposal, but is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP.

**Proposal Deadline** Proposals shall be submitted no later than **2:00 p.m. CDT on June 15, 2017**. DCS assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by DCS. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer. Proposals may not be delivered orally, by fax transmission, or by other telecommunication or electronic means.

**Nondiscrimination** DCS will adhere to the following non-discrimination statement:

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

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

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

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410  
fax: (202) 690-7442; or email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**Assistance to Proposers with a Disability** Proposers with a handicap or disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a handicap or disability should contact the RFP Coordinator no later than **May 15, 2017** to request reasonable accommodations.

**Demonstration of Product** Proposers may be contacted to demonstrate their product before final award is made.

## **RFP SCHEDULE OF EVENTS**

The following RFP Schedule of Events represents DCS's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 am and 4:00 pm., CDT.

DCS reserves the right, at its discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors submitting a *Letter of Intent to Propose*.

<b>EVENT</b>	<b>DATE</b>
1 DCS issues RFP	May 10, 2017
2 Proposers with a disability make accommodation requests	May 17, 2017
3 Submittal of <i>Letter of Intent to Propose (may be faxed or e-mailed)</i>	May 22, 2017
4 Deadline for questions and clarification requests	May 30, 2017
5 Deadline for written responses to questions and clarifications by DCS	June 5, 2017
6 Deadline for submittal of proposals (both cost & technical) <b>Must be received by 2:00 p.m. CDT</b>	June 15, 2017
7 Technical and cost proposals opened	June 15, 2017
8 DCS completes technical and cost evaluations and summary totals	June 19-20, 2017
9 Product demonstrations (if requested by DCS)	June 27-29, 2017
10 Contract Award by DCS Board of Education at regularly scheduled board meeting	Scheduled for July 17, 2017
11 DCS sends award notice to all evaluated proposers	Day following BOE Meeting
12 Installation and Training Completed	August 4, 2017

## **GENERAL REQUIREMENTS AND INFORMATION**

**RFP Coordinator:** All vendor communications concerning this procurement shall be directed to:

Tonya L. Grier, CNP Director  
Dothan City Schools  
500 Dusy Street  
Dothan, Alabama 36301  
Fax: 334-671-2097      E-mail: [tgrier@dothan.k12.al.us](mailto:tgrier@dothan.k12.al.us)

### **Communication Regarding the RFP**

All communications should be in writing via email or fax to Ms. Grier and received by the deadline specified in the RFP Schedule of Events. Only written responses to written communications shall be considered official and binding upon DCS. DCS shall respond to written questions and requests for clarification in writing which shall become an amendment to the RFP. DCS reserves the right to determine appropriate and adequate responses to questions and requests for clarification.

Submittal of a proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and possible resulting contract and operates as a waiver of any objection.

## **PROPOSAL SUBMITTAL**

**Proposers shall respond to this RFP with a COST PROPOSAL and a TECHNICAL PROPOSAL.** One original and two copies of the Cost Proposal and Technical Proposal shall be submitted to DCS in a sealed package and be clearly marked as follows:

**COST PROPOSAL:** Shall be submitted in a separate, sealed envelope and clearly marked: “Cost Proposal: RFP 2017-1-CNP”

**TECHNICAL PROPOSAL:** Shall be submitted in a separate, sealed package and clearly marked: “Technical Proposal: RFP 2017-1-CNP”

**NOTE:** You should include both the Cost Proposal and Technical Proposal in the same mailing/transport envelope; however, within the mailing/ transport envelope – have each proposal in a separate envelope and LABELED as noted above.

All proposals and the letter of intent must be submitted to:

Tonya L. Grier, CNP Director  
Dothan City Schools  
500 Dusy Street  
Dothan, Alabama 36301

## **ADDITIONAL PROPOSAL INFORMATION**

### **Proposal Preparation Costs**

DCS shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

### **Proposal Withdrawal**

Vendors may withdraw a submitted proposal at any time up to the deadline for submitting proposals. To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to Tonya Grier before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

### **Proposal Errors**

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for proposal submittal.

### **Assignment and Subcontracting**

The Contractor may not subcontract, transfer, or assign any portion of the contract without prior, written approval from DCS. Notwithstanding the use of approved subcontractors, the proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

### **Independent Price Determination**

A proposal shall be disqualified and rejected by DCS if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other proposer, any DCS employee or director, or any competitor (Attachment 2).

**Insurance**

DCS may, at its sole discretion, require the successful proposer to provide proof of adequate worker's comp, professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. Any insurance required by DCS shall be in form and substance acceptable to DCS.

**Licensure**

Before a contract pursuant to this RFP is signed, the vendor must hold all necessary, applicable business and professional licenses. DCS may require any or all proposers to submit evidence of proper licensure.

**RFP Amendment and Cancellation**

DCS reserves the unilateral right to amend this RFP in writing at any time. DCS also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all proposers submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

**Right of Rejection**

DCS reserves the right to reject any and all proposals at any time prior to the signing of a contract. Any proposal received that does not meet the requirements of this RFP may be rejected. Proposers must comply with all of the terms of this RFP and all applicable state laws and regulations. Proposers may not restrict the rights of DCS or otherwise qualify their proposals. If a proposer does so, the proposal may be rejected.

**Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of DCS. Selection or rejection of a response does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and prior to the time an award notice is issued. Upon the completion of the review and evaluation of all proposals submitted in response to this RFP, all proposals and associated materials shall become public documents of DCS and open for review by the public in accordance with Alabama State Law. By submitting a proposal, the proposer acknowledges and accepts that the full contents of the proposal and associated documents shall become a public record open to public inspection. The wishes of any proposer making a proposal, or associated materials as proprietary and/or confidential shall be neither accepted nor honored.

**Severability**

If any provisions of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of DCS and proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## **PROPOSAL FORMAT AND CONTENT**

### **General Proposal Requirements**

Proposers must respond to every subsection under the Cost Proposal and Technical Proposal sections below. Proposers must label each response to RFP requirements with the section and subsection numbers and/or labels associated with the subject requirement in this RFP. Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at DCS's sole discretion, result in the rejection of the proposal. All information presented in a proposal should be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process. Proposals shall be prepared on standard 8 ½" x 11" paper. Foldouts containing charts, spreadsheets, and oversized exhibits are not permissible.

## **TECHNICAL PROPOSAL**

The Technical Proposal shall include and be divided into the following:

1. Proposal Transmittal Letter;
2. Proposer Qualifications;
3. Proposer Customer References; and,
4. Technical Approach – Software and hardware included, specifications and timelines as set by this RFP

1. **Proposal Transmittal Letter** – The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The proposal transmittal letter signatory must be a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence.

#### **The letter shall clearly include the following:**

- a) The proposal remains valid for a minimum of ninety (90) days from the submittal date;
- b) The complete name and contact number of the individual making the proposal;
- c) The name, mailing address, e-mail address, fax and telephone number of the person DCS should contact regarding the proposal;
- d) Confirmation that the proposer shall comply with all of the provisions in this RFP;
- e) Attached signed Certificate of Independent Price Determination (Attachment 2) and Certification of Compliance (Attachment 3)

2. **Proposer's Qualifications** – Technical Proposals shall provide the following information (referencing the subsections in sequence) to evidence the proposer's qualifications to deliver the services sought in this RFP:

- a) A brief descriptive statement indicating the proposer's qualifications to deliver the services sought under this RFP;
- b) A brief description of the Proposer's background and organizational history.

3. **Three (3) Customer References** – for projects representing Child Nutrition Programs; at least one (1) reference must be a school system in Alabama:

- a) The system/district name and business address;
- b) System/district contact name: include title and telephone number;
- c) A brief description of the services provided and the period of service.

#### 4. Technical Approach

Please provide a description and diagram of the general and technical information about the proposed integrated food service technology system. Include references to:

- a) Type of network connection required
- b) File transfer specifications
- c) Hardware required and suggested
- d) Software required and suggested; verify any client software would run on currently supported Windows OS
- e) Operation system software required
- f) Database software licenses required in order to use the bidder's software
- g) Web-based elements
- h) Intranet-based elements (if applicable)
- i) Server requirements; State if server is required if server will support 64 bit; verify server capabilities.
- j) Annual USDA and bidder software update protocols
- k) Location and function of computer equipment for each aspect of the system

**Implementation.** 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. Indicate any internet-based relationships. Indicate hardware required at each location, including processing memory capacity required and storage capacity required.

**Security.** Describe security features of the proposed system, including the ability to control access to data site levels, audit trail capabilities, logging of attempted security violations, and tools for managing user security profiles and system security features.

**Application Customization.** Describe your policy on software releases including frequency, end of year updates, requirements for system software upgrades, and process for determining what enhancements are included in which release.

**Interface Capabilities.** Describe the proposed software's methods for interfacing with other information systems such as the DCS's accounting system. Specifically address: whether the software supports the Schools Interoperability Framework (SIF) interface standards and whether the software requires other specialized software or "middleware" to interface with other systems.

**Server Hardware Specifications.** 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.

**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

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

**Site Workstation Hardware Specifications.** Provide both the recommended configuration and the minimum supported configuration for proposed hardware to be used at manager stations. Specifications should include hardware type (if PC-based, list CPU, memory, disk size and configuration, network interface cards, drives for removable media), and any other recommended components.

**Site Workstation Software Specifications.** Provide the recommended software configuration (if applicable) to support the software to be used at manager stations, and identify any other software products or versions supported. Specifications should include product name(s) and version(s)/service(s) packs supported for the following as applicable:

Operating system

Web browser

Database management system or ODBC driver

Reporting tools (if not all users require reporting tools, or if more than one type of reporting tool is supported, describe which types of users will need which reporting tools)

Email system

Productivity Software (word processor, spreadsheet, etc.)

Networking Software

Support for remote control

Any other required or recommended software (client licenses required, etc)

**Central Office Workstation Hardware Specifications.** Provide both the recommended configuration and the minimum supported configuration for workstations used in 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.

**Central Office Workstation Software Specifications.** Provide the recommended software configuration for workstations used in 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.

**Training Requirements.**

Bidder shall provide training at DCS's location(s). Bidders shall include all costs (e.g. travel, per-diem, and training materials expense) to provide such training, as well as projected timeline for training and installation. The training is to include any and all functions for setup, system administration, installation and on-going operation of the system. [Training shall be provided between July 25 and August 4, 2017.](#)

**Warranty / Support.** Provide detailed information regarding warranty and support for all software proposed. Include cost, length of warranty/support, upgrade protection and any other applicable details. The proposal should describe the bidder's ability to provide support, through phone, on-line, etc. 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 after installation and DCS's acceptance at the user location(s), and not when the hardware is shipped from the supplier. Costs for upgrades or enhancements to the software shall be part of the software maintenance agreement.

**Requested Specifications/Functions.** All items will be considered for the Technical Proposal. Complete the check list to indicate the software capabilities as requested by DCS (**Attachment 4**).

## **COST PROPOSAL**

The Cost Proposal shall be submitted to DCS as a separate, sealed package from the Technical Proposal.

**The required format for the Cost Proposal is included as Attachment 8 - Cost Proposal Format.** The cost proposal to be detailed in this format shall include all costs proposed for the scope of the services required by this RFP for the total contract period.

## **PROPOSAL EVALUATION CATEGORIES AND WEIGHTS**

The categories that shall be considered in the evaluation of proposals are Technical Proposal (includes transmittal letter, qualifications, references and technical approach), and Cost Proposal.

Each Category shall be weighted as follows with one hundred (100) points the maximum number of points that may be awarded to a proposal.

Maximum points awarded for cost proposal:	60
Maximum points awarded for technical proposal:	40

## **PROPOSAL EVALUATION PROCESS**

Tonya L. Grier, CNP Director, shall manage the proposal evaluation process and maintain proposal evaluation records. A proposal evaluation, team made up of two or more DCS employees, shall be responsible for evaluating proposals. Ultimate approval will be given by the DCS Board of Education.

All proposals shall be reviewed by CNP Director to determine compliance with mandatory proposal requirements as specified in this RFP. If the Director determines that a proposal may be missing one or more such requirements, the proposal evaluation team shall review the proposal to determine if it meets the minimal requirements for further evaluation; if additional clarification(s) are needed; or, if DCS shall reject it.

The proposal evaluation team shall evaluate technical proposals determined to have met proposal requirements as specified in this RFP. Each evaluator shall score each proposal. Each evaluator shall use only whole numbers for scoring proposals. The evaluations will be carried out independently of each other. Upon completion of technical proposal scoring by the proposal evaluation team, the Director shall calculate the average technical proposal score for each proposal.

DCS reserves the right to request clarification with any or all proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by DCS and, if held, shall be after initial evaluation of technical proposals. If clarifications are made as a result of such discussion, the proposer shall put such clarifications in writing. If clarifications are requested and written replies received after the proposer evaluation team has scored a subject proposal, the evaluators may re-score the clarified technical proposals.

The cost evaluation scores shall be based on the amount indicated in the cost proposal. The maximum points attainable will be 60 points for the cost proposal. The points will be totaled by each category. Ms. Grier shall combine the average Technical Evaluation scores with the Cost Evaluation scores for each proposer for a total point value.

## **CONTRACT AWARD**

The proposer with the highest combined points (Cost plus Technical) will be recommended for award. Ms. Grier shall forward results from the proposal evaluation process to the DCS Superintendent of Education. Contract award decisions shall be subject to the approval of the DCS Board of Education in accordance with applicable state laws and regulations. DCS reserves the right to make an award without further discussion of any proposal submitted.

After the evaluation of proposals and contract award decision, Ms. Grier shall issue a written award notice to all evaluated proposers, identifying the proposal selected for award. Upon release of the award notice, the RFP files shall be made available for public inspection. The successful bidder shall be expected to enter into a contract with the DCS, which shall include any terms and conditions within the scope of the RFP. If the selected proposer fails to sign and return the contract drawn pursuant to this RFP within fourteen (14) days of its delivery to the proposer, DCS may determine that the proposer has failed to enter into a contract with DCS in accordance with the terms of this RFP, and DCS may open negotiations with the next best evaluated proposer.

## **PROTEST PROCEDURES**

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 Mr. G. Michael Manuel, Hearing Official, no later than seven (7) days after the published award. The steps for dispute resolution are as follows:

1. A meeting with the Child Nutrition Director, the hearing official and representatives from the disputing party to discuss and resolve the complaint.
2. A written decision letter stating the reasons for the decision will be prepared by the hearing official and submitted in writing to the protestor and all parties involved. This decision letter will be mailed to the protestor and will advise the protestor that he has a right to an additional review.
3. All employees will be notified that they cannot purchase under this procurement until a final decision is rendered.
4. In the event that purchases must be made for school meals before a final decision is rendered, the emergency purchase procedures established by the school system will be used.

## **BREACH OF CONTRACT**

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

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

## **SCHOOL SYSTEM ACTIONS IN EVENT OF A BREACH**

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

1. Give the vendor a written notice of the breach requiring it to be remedied within thirty (30) days from the date of the notice, unless another time line is specified; and if the event of breach is not remedied within the time limit, terminate this contract with notice provided to the vendor;
2. Give the vendor a written notice specifying the event of breach and suspending all payments to be made under this contract and ordering that the portion of the contract price, which would otherwise accrue to the vendor during the period from the date of such notice until such time as the school system(s) determines that the vendor has cured the breach, shall never be paid to the vendor;

3. Set off against any other obligation the school system may owe to the vendor any damages the school system suffers by reason of any event of breach;
4. Treat the contract as materially breached and pursue any of its remedies at law or in equity, or both.

### **CONTRACT TERMINATION FOR CAUSE**

If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the school district shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.

In the event the contract is terminated for due cause by the system, the system shall have the option of awarding the contract to the next lowest bidder or bidding again.

### **CONTRACT TERMINATION FOR CONVENIENCE**

The school district may, by written notice to the vendor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the school system. The school system must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the school district be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

### **STANDARD CONTRACT INFORMATION**

No payment shall be made until the successful bidder completes all work. All work is subject to inspection, evaluation, and acceptance by DCS. DCS may employ all reasonable means to ensure that the work is progressing and being performed in a satisfactory manner.

## ATTACHMENTS

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1. List of Schools
2. Vendor Certification
3. Technical Proposal Format/Points Sheet
4. Technical Proposal Checklist (Include with Technical Proposal)
5. Certification of Independent Price Determination (Include with Technical Proposal)
6. Certificate of Compliance (Include with Technical Proposal)
7. USDA Debarment Certification (Include with Technical Proposal)
8. Cost Proposal Form (Return as the Cost Proposal)

**ATTACHMENT 1  
LIST OF SCHOOLS  
RFP 2017-1-CNP**

<b>SCHOOL</b>	<b>GRADES</b>	<b>ENROLL</b>	<b>ADP</b>
Carver MS	6-8	564	289
Beverlye MS	6-8	495	335
Cloverdale ES	K-5	341	460
Dothan HS	9-12	1133	880
Girard ES	K-5	335	374
Girard MS	6-8	533	497
Grandview ES	K-5	391	596
Heard Magnet	K-5	405	289
Hidden Lake ES	K-5	537	513
Highlands ES	K-5	523	284
Honeysuckle MS	6-8	625	637
Kelly Springs ES	K-5	382	317
Morris Slingluff ES	K-5	351	447
Montana Magnet	K-5	480	277
Northview HS	9-12	1280	888
Preschool Center	Pre-K	269	414
Selma Street ES	K-5	525	569
Faine ES	K-5	383	584
Central Office	n/a	n/a	n/a

**ATTACHMENT 2  
VENDOR CERTIFICATION  
RFP 2017-1-CNP**

I certify by my signature below that the terms and conditions of this RFP are understood and accepted, and that I have the authority to obligate the company listed below to perform under the conditions outlined in the attached RFP. **RFP closes at 2:00 CDT, Thursday, June 15, 2017**

Name of Product / Software \_\_\_\_\_

Name of Vendor \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_

Printed Name of Vendor Representative \_\_\_\_\_

Signature of Vendor Representative \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

Accepted by DCS on (date) \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**ATTACHMENT 3  
 TECHNICAL PROPOSAL FORMAT/POINTS  
 RFP 2017-1-CNP**

<b>FOR PROPOSER'S INFORMATION ONLY</b>	<b>MAXIMUM POINTS ALLOWED</b>
<b>Transmittal Letter (Refer to Page 6, Section 1) and Vendor Certification</b>	<b>2</b>
<b>Qualifications: (Refer to Page 6, Section 2)</b> <ul style="list-style-type: none"> <li>• statement of descriptive information about vendor qualifications</li> <li>• description of the proposer's background including an organizational history</li> <li>• organizational statement indicating key personnel assigned to accomplish the work called for in this RFP</li> </ul>	<b>5</b>
<b>References: (Refer to Page 6, Section 3)</b> <ul style="list-style-type: none"> <li>• customer references from three Child Nutrition Programs</li> </ul>	<b>3</b>
<ul style="list-style-type: none"> <li>• <b>Technical Approach: (Refer to Pages 8-9, Section 4)</b></li> <li>• Meets software specifications</li> <li>• Meets the designated timelines of DCS.</li> <li>• Installation and training to be completed by August 4, 2017.</li> <li>• Include Technical Proposal Checklist <b>(Attachment 4, Pages 16-17)</b></li> </ul>	<b>27</b>
<b>Attachments 5, 6, 7 (Pages 18-20)</b> <ul style="list-style-type: none"> <li>• Certificate of Independent Price Determination</li> <li>• Certificate of Compliance</li> <li>• USDA Debarment Certification</li> </ul>	<b>3</b>
<b>Technical Proposal TOTAL POINTS</b>	<b>40</b>

**ATTACHMENT 4  
 TECHNICAL PROPOSAL: Software Specifications  
 RFP 2017-1-CNP**

DCS is interested in inventory software with the following features:  
**MARK "X" beside features that proposed software can perform.**

**GENERAL SYSTEM FEATURES**

	Designed exclusively for K-12 food service
	Single, centralized database – MS SQL
	Microsoft.Net Framework
	System functions are integrated
	Data updates are “real-time”; no ‘batch’ updating requiring user intervention
	Microsoft Windows based – Point & Click
	Runs on standard PCs, no proprietary hardware required
	Available reports customization
	User-controlled permission levels for cafeteria managers and central office staff
	Automatic program updates via internet connection
	Available as individual component or as part of an enterprise suite
	Reports can be converted to Excel, or PDF files
	No database or backups required at school sites
	User-defined security and access restriction by identification of system operator
	No data transfers or communications routines; does not require monitoring of communications logs
	Software support / training hosted on vendor’s website

**TRAINING & SUPPORT FEATURES**

	Toll free support line with “live voice” support; closely monitored response times
	Minimum help desk coverage M-F 6:30 am-4:30 pm Central time
	Remote PC log-in capability
	Support call logging
	Onsite and remote training
	Thorough user’s manual with both printed and on-screen help guide versions
	Quick-start tutorial documentation
	Minimum annual user group meeting & workshop
	Support website w/ secure customer log-in
	Training webinars archived to support website for easy viewing

**INVENTORY MANAGEMENT FEATURES**

	Capable of tracking perpetual and summary inventory
	Identify food and non-food items
	Identify purchased and USDA foods separately
	Support multiple supply units and multiple prices per item, including commodities
	“First In First Out” valuation method includes all items for unlimited number of sites
	Tracks unlimited number of user-defined categories (ex: purchased food, USDA food, supplies, etc)
	Ability to track inventory cost by items
	Deplete spoilage and loss w/ reasons
	Allows for limited item access by site users
	Supports transfers in any unit, usage unit, pack unit or purchase unit
	Ability to receive inventory without an order in the system; enter quantities and value of what was received
	Ability to sort inventory by categories, vendor, or item number when receiving from invoice or packing slip
	Allow partial receiving
	Physical inventory counts and value reporting
	Summary analysis to provide beginning value and quantity of items, value/quantity of items received, adjustments/transfers, and update ending value and quantities.
	Printable inventory count sheets sorted by item group set by site user
	Data entry screen for counts to match printed physical inventory sheets

**ATTACHMENT 5  
CERTIFICATE OF INDEPENDENT PRICE DETERMINATION  
RFP 2017-1-CNP**

1. By submission of this offer, the proposer certifies and in the case of a joint offer, each part thereto certifies as to its own organization, that in connection with this procurement:
  - a. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or any competition;
  - b. 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 the 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;
  - c. No attempt has been made or will be made by the proposer to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition
2. Each person signing this offer certifies that:
  - a. He/she is the person in the proposer’s organization responsible within the organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action to (1) (c) above; or
  - b. He/she is not the person within the proposer’s organization responsible for the decision as to the prices being offered herein, but that he/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 (1) (a) through (1) (c) above, and as their agent does so hereby certify; and he/she has not participated, and will not participate, in any action contrary to (1) (a) through (1) (c) above.

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

In accepting this offer, the vendor acknowledges that the specification contained within this document was independently formulated without the assistance of the vendor.

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**Printed Name of Vendor’s Authorized Representative**

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**Signature of Vendor’s Authorized Representative**

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**Date**

**ATTACHMENT 6  
Certification of Compliance  
RFP 2017-1-CNP**

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**Company Name**

By indication of the authorized signature below, the proposer does hereby make certification and assurance of the proposer's compliance with the following:

1. This contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of the State of Alabama.
2. Contractors providing service under this Request for Proposal; herewith, assures the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Labor regulations (41 CFR Part 60).
3. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall not be included in prices.
4. Contractor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment.
5. The contractor agrees to retain all books, records and other documents relative to this agreement for five (5) years after final payment for audit purposes and to make said records available upon request

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**Printed Name of Vendor's Authorized Representative**

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**Signature of Vendor's Authorized Representative**

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**Date**

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired 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.

U.S. DEPARTMENT OF AGRICULTURE

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**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion – Lower Tier Covered Transactions**

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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 with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PREVIOUS PAGE)**

- (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.

<hr/> <p style="text-align: center;"><b>Organization Name</b></p>	<hr/> <p style="text-align: center;">INVENTORY SOFTWARE (RFP 2017-1-CNP) <b>Project Name (RFP #)</b></p>
<hr/> <p style="text-align: center;"><b>Printed Name of Authorized Representative</b></p>	<hr/> <p style="text-align: center;"><b>Title</b></p>
<hr/> <p style="text-align: center;"><b>Signature of Authorized Representative</b></p>	<hr/> <p style="text-align: center;"><b>Date</b></p>

**ATTACHMENT 7a**  
**USDA DEBARMENT CERTIFICATION (Instructions)**  
**RFP 2017-1-CNP**

**Debarment Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it 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.
8. 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.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**ATTACHMENT 8  
 COST PROPOSAL FORM  
 RFP 2017-1-CNP**

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Company Name

MAXIMUM POINTS ALLOWED	DESCRIPTION	BOTTOM LINE COST
50	<b>Combined cost for requested software package for 18 schools and central office</b> including software licenses, training, implementation services (to include transfer/ import of data from existing programs), updates and service contract for 2017-2018 for inventory software to meet the requirements as stated in this RFP	
2.5	<b>Annual service contract for 2018-2019</b>	
2.5	<b>Annual service contract for 2019-2020</b>	
2.5	<b>Annual service contract for 2020-2021</b>	
2.5	<b>Annual service contract for 2021-2022</b>	
60	<b>TOTAL</b>	

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Printed Name of Vendor's Authorized Representative

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Signature of Vendor's Authorized Representative

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Date

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Email Address of Vendor's Authorized Representative