January 13, 2016

Unified School District No. 489 will receive bids for School Nutrition Point of Sale And Management System to be used in the district office and all school sites.

All bids must be received in the office of Jessica Younker, Director of Nutrition Services by 2:00 p.m., Wednesday, February 3, 2016. Bids will be opened at the above stated time and bidders are invited to be present. All bids are subject to the following conditions:

1) Unified School District No. 489 reserves the right to reject any or all bids and to waive any informalities in the bid procedure.

2) No bid received may be withdrawn for a period of 30 days after the date of the bid opening.

3) Bids are to be sealed and marked, Nutrition Program Point of Sale Bid. Bids received after the hour and date above will be returned unopened. The bids are to be mailed or delivered to me at the above address. Bids faxed to USD 489 are not acceptable because of the sealed bid requirement.

4) Bid sheet enclosed must be completed, signed, and dated by authorized company representative in order for bid to be valid.

5) We are requesting prices for a School Nutrition Program Point of Sale and Management System that may need but is not limited to:

   - Point-of-Service (POS)
   - Free and Reduced Meal Application Processing
   - Online Applications
   - Claim and financial reporting
   - Online Payment Site for Parents
   - Web based hosted solutions
   - Key pads
   - Hardware

6) The term of this bid period will be effective May 1, 2016 through School Year 2016-2017, up to 4 additional years. Adjustment in prices after year one, must be sent to USD 489 thirty (30) days before the renewal date of July 1st. The administration reserves the right to accept or reject to negotiate years after school year 2016-2017.
7) Bid must be equal to specifications or better. Any deviations from the specifications must be so stated in the bid.

8) It is the responsibility of the vendor to inquire about any requirement of this bid that is not understood. Responses to inquiries, if they change or clarify the bid in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the bid. The district will not be bound by oral responses to inquiries or written responses other than addenda. Inquiries should be made to Jessica Younker, Director of Nutrition Services, at (785) 623-2400.

9) The State of Kansas "Contractual Provisions Attachment" Form DA-146a (enclosed) contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor’s standard contract form, then that form must be altered to contain the following provision: “The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.”

10) USD 489, Ellis County, Kansas does not discriminate on the basis of race, color, national origin, sex, age, disability, or handicap in admission or access to or treatment or employment in its programs and activities. If you have questions regarding the above, please contact the Title IX Coordinator or the Section 504 Coordinator in the office of the Superintendent of Schools, 323 W. 12th Street, Hays, Kansas 67601, and (785) 623-2400.

Please contact me at 785-623-2400 if you have any questions concerning this bid.

Sincerely,

Jessica Younker
Director of Nutrition Services
USD 489 Hays, Kansas
Request for Proposals

Contract to Provide a School Cafeteria Point of Sale and Management System for the Hays School District

INTRODUCTION/OVERVIEW

Purpose/Objective

The USD 489 Nutrition Program is soliciting proposals from interested and qualified software vendors to provide a School Cafeteria Point of Sale and Management System for the USD 489 Nutrition Services program, including software, Pin Pads, hardware, implementation services and technical support, or any combination of the above.

The purpose of the School Cafeteria Point of Sale and Management System is to support the school and central office operations of the School Nutrition Program. Functions that may be needed but not limited to the following:

- Point-of-Service (POS)
- Free and Reduced Meal Application Processing
- Application Scanning
- Online Applications
- Claim and Financial reporting
- Online Payment Site for Parents
- Cloud based hosted solutions
- Key pads
- Hardware

Selection Criteria, Rights of Rejection

Hays School District is using the Competitive Sealed Proposals method of source selection for this procurement. Selection criteria are not limited to proposed costs. Additional factors, including, but not limited to, vendor responsibility, reputation, quality of service, quality of product, customer service, reports provided and quality of interface with users and with existing or imminent systems, processes and organization may be included as determining factors. The school system may enter into discussions with any responsible proposer for clarification or better understanding of proposal requirements or submissions. Vendor responsibility is determined by our assessment of the following characteristics:

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

An evaluation committee for the district will assess the relative merits of the 
proposals submitted and to make an award, if possible, to the responsible 
offorer whose proposal is determined to be the most advantageous to Hays 
Schools taking into consideration the evaluation factors set forth below.

While Hays Schools considers all these items to be of importance, they are ranked in 
descending order of importance.

60% - Total Solution Cost – Initial cost of software, cost of hardware required, 
set-up cost, training and implementation cost, on-going support cost, 
cost of updates, etc.
20% - System Requirements and Technical Architecture including 
consideration of wishes and specific needs of Hays Schools, required 
software and hardware, warranty and support, software function and 
reports available
20% - Offeror Qualifications including, but not limited to implementation plan, 
references, experience in the K-12 School Nutrition Technology Field 
and presentation of proposal

Based on evaluation criteria, the company chosen to go in to contract with Hays 
Schools will be notified via postal mail. Director of Nutrition Services will contact this 
company to discuss contract and finalize plan of implementation.

The Hays School District reserves the right to accept or reject any or all bids and to 
terminate the contract at any time if the bidder fails, neglects, or refuses to comply with 
the terms of the bid.

**Software Demonstrations**

While the school system is open to onsite/web demonstrations of the products and 
services of prospective, responsible bidders prior to or during the proposal evaluation 
period, we reserve the right to schedule such visits at our discretion and convenience 
before contract award.

**Projected Timetable**

The timetable included in the invitation to bid must be used. Hays Schools reserves the 
right to adjust this timetable as required during the course of the RFP process.
**Contract Duration**

The initial contract will be in effect for one (1) year (through school year 2016-2017), with the option of renewing the contract one year at a time for up to 5 years, based upon continuing evaluation, cost analysis, and mutual agreements between the school system and the vendor. Additional software (modules) which will interface with the selected vendor’s system may be added without additional procurement, as well as updates to the software. Updates and patches to software should be included at no additional charge for at least five (5) years from the date of implementation of the system. Replacement hardware, technical assistance, training, support, etc. may also be purchased without additional procurement. The school system may survey the market for costs of comparable software, hardware, support and other associated costs before renewing.

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

**Warranties, Governing Regulations, Support**

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

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

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

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

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

**Training Requirements**

Contractor shall provide both system training and end-user training for the system, at Hays School District offices. Contractor shall include all Contractor’s costs (e.g., travel, per-diem, and training materials expense) to provide such training in the proposed system cost.

The scope of the system training is to include any and all functions for setup, system administration, installation and on-going operation of the Integrated Food Service Technology System. System training shall be provided as soon as possible after contract award consistent with Contractor’s and Hays Schools personnel schedules, as well as facility and personnel scheduling and availability. If Off-site training is a viable option to reduce total cost, contractor may provide this as option as well.

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 documentation for the system.

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

**Billing Schedules, Tax Exempt Status**

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

**Proposal of Additional Services**

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

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

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

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

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, audiotape, 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, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.
This institution is an equal opportunity provider.

**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(s) 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(s), the System(s) shall have the option of awarding the contact to the next lowest bidder or bidding again.

**Contract Termination for Convenience**

The School District(s) 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(s). The School System(s) must give notice of termination to the Vendor at least 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.

**Proposal Preparation Costs**

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

**BACKGROUND INFORMATION AND NEEDS OF SYSTEM**

Hays USD 489 is a public school system located in western Kansas. We are a Pre-K-12 school district with 2700 students enrolled. There are currently 6 school sites.

The School Nutrition Program oversees the operation of 6 school cafeterias located throughout the school district. Currently, all 6 schools have a networked based Point of Service system. Four elementary schools and one middle school have the POS manager system in school office and one high school has POS manager system installed on kitchen office computer. Students at four elementary schools are currently identified by class rosters, and middle and high school when they enter their assigned personal ID codes into pin pads. Each elementary school has one line, while middle and high school have two.

Free and Reduced Price Application Processing is done at the central office using a POS manager system. Approximately 500 paper applications are processed annually. Approximately 40% of the district qualifies for free or reduced meals. Paper applications are collected at the schools and then sent to the Central Office to be
processed and kept on file. USD 489 is looking to offer online applications for parents in lieu of paper, and this option should be included in the approved proposal.

Hays Schools use the PowerSchool student information management system. With the understanding that this program continues to require technical and managerial adjustment, the school district intends to integrate the Food Service System with the Student Management System, particularly for automated, daily maintenance of accurate Free and Reduced Price Meal Program participation approval, student enrollment, demographics, and student costs at the time of each point of sale. **Proposals that do not in some way address this intention will not be considered for selection.**

USD 489 Nutrition Services is requesting bids for a web-based software system, which works efficiently with the needs addressed above.

**INSTRUCTIONS FOR PROPOSAL**

**Response Format**

Offerors must 1 copy of the proposal response by mail. In addition, an electronic copy of the Proposal may be provided. Proposals must be accompanied by all required documents. **The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section shall be clearly labeled. Failure by an offeror to include all listed items may result in the rejection of its proposal.**

1. **Cover Page**
   A cover page that contains the name of the proposer, at a minimum, should be the first sheet of the proposal.

2. **Executive Summary**
   Provide a description (overview) of your firm’s proposal to meet the requirements of the RFP. Limit the summary to 1 typewritten page.

3. **Offeror’s Qualifications**
   Provide information pertaining to your company’s abilities and capabilities to successfully provide the software and hardware products and implementation services required by Hays Schools. Responses should specifically address:

   - When the company was founded?
   - How long has your company been involved in the sale and support of school food service software and implementation services to school systems?
   - Is your company the developer of the software?
   - Is your company the owner of the software or a dealer for the software?
- What is the full nature of your business, and approximately what percentages of your revenues are derived from school food service software sales and support?
- How many school districts in Kansas currently use your software? Please provide a list.
- How many school districts (nationwide) are currently using the proposed version of your Integrated Food Service Technology System?
- How many cafeteria sites (nationwide) are currently using the proposed version of your Integrated Food Service Technology System?
- In how many states, if applicable, is a version of your software currently being utilized?
- Please list cities and states where your company maintains offices that would service our school system.
- Has your company or product ever changed ownership? If so, please provide dates and company names related to such changes.

**4) Client References for Similar Work Performed**

Each responsible proposer must provide at least three references, indicating sites, comparable to ours and in as close proximity, as possible, at which the proposed system (list modules) has recently been implemented. Include the following information about each reference:
- District Name
- Location of district
- Modules implemented
- Name of individual we may contact for information
- Contact information for individual (i.e., phone, e-mail, etc.)

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

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

**5) Implementation Plan and Project Staffing**

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

- Contract will begin May 1, and will be in effect through the 2016-2017 school year. Implementation of complete system should be installed no later than April 22nd. Staff training completed on April 22nd. Implementation may occur
on different schedule if agreed upon by school and successful vendor. If your company is selected, do you foresee any problems with this plan and implementation schedule?

- Complete onsite support needed on the day of implementation of system in the schools which will be May 1, 2016. Do you foresee any problems with this support request?
- Ability to work with current Hays School District server and client hardware.
- The proposed approach to developing interfaces between the Integrated Food Service Point of Sale System and PowerSchool Student Management System.
- A project plan identifying all implementation tasks to be performed, timetables/time lines, and project milestones.
- A project organization chart and documentation clearly defining all roles and responsibilities of all vendor staff as well as roles, responsibilities, and expectations of Hays School District staff. Include at a minimum:

(a) Loading the application software onto the servers and/or workstations with the supervision of Hays Schools IT staff.
(b) Population of database for the new system including all data import and export procedures. Expectations would be to work closely with the Hays School district’s IT Department Database Administrator to insure proper functionality and compliance.
(c) Training for District employees. Address all items under the training section of this RFP.
(d) Assisting in live roll-out with the new system.

(6) **System Requirements and Technical Specifications**

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

- type of network connection required
- file transfer specifications
- hardware required and suggested
- software required and suggested
- operation system software required
- database software licenses required in order to use the vendor's application software
- web-based elements
- intranet-based elements (if applicable)
- server requirements
- annual USDA and vendor software update protocols
- location and function of computer equipment for each aspect of the system.
- Bandwidth Requirements
Provide a diagram that is labeled to show the hardware, software, and forms of data transfer that would characterize your system’s implementation at our schools. Between points indicate wire, fiber, or wireless and indicate type of data transfer. Indicate bandwidth required between all points. Indicate any internet-based relationships. Indicate hardware requirements/specifications at each location, including processing/memory capacity required.

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

**Technical Architecture.**

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

**Security.**

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

**Application Customization.**

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

Describe how your software will address State of Kansas Claim reporting requirements. Will this require custom report development, and if so what is the estimated effort for the custom development?

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

**Interface Capabilities.**

Describe the proposed software’s methods for interfacing with other information systems such as the District’s student information system, PowerSchool. Specifically address:
• Whether the software requires other specialized software or “middleware” to interface with other systems.

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

Server Software Specifications
Provide the recommended system software configuration for each server required to operate the proposed software. Specifications should include product name and version/service pack requirements for:
• Operating system
• Database management system
• Reporting tools
• Networking Software
• Any other required or recommended server software

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

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

Point-of-Sale (POS) Workstation Software Specifications.
Provide the recommended software configuration and identify any other software products or versions supported. Specifications should include product name(s) and version(s)/service(s) packs supported for the following as applicable:
• Operating system
• Web browser
• Database management system or ODBC driver
• Reporting tools (if not all users require reporting tools, or if more than one type of reporting tool is supported, describe which types of users will need which reporting tools)
• Email system
• Productivity Software (word processor, spreadsheet, etc.)
• Networking Software
• Support for remote control
• Any other required or recommended software (client licenses required, etc.)

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

Site Manager/Central Office Workstation Software Specifications.
Provide the recommended software configuration for workstations used in manager/central office locations to support the proposed solution, and identify any other software products or versions supported. Specifications should include product name(s) and version(s)/service packs supported for:
• Operating system
• Web browser
• Database management system or ODBC driver
• Reporting tools (if not all users require reporting tools, or if more than one type of reporting tool is supported, describe which types of users will need which reporting tools)
• Email system
• Productivity Software (word processor, spreadsheet, etc.)
• Networking Software
• Support for remote control
• Any other required or recommended software (client licenses required, etc.)

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

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

(7) Point of Service Software Checklist

The POS software system must communicate daily with the central office system in a way that is seamless to the end user.
The proposed POS software should accept student ID numbers from varied devices. Proposals should provide a detailed description of the POS functionality of the proposed system, including; methods for accessing student accounts; student privacy protection; prepayments and account balance management; sales and participation tracking; integration with other system components, and integration with the PowerSchool student management system. Proposals should also include a completed checklist as follows:

**General and Technical Checklist**

Please check the following items that concern your specific technology system:

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

23. System tracks how many of each item are sold daily by category (i.e., to student with reimbursable meal, to adult with meal and a la carte).

24. System provides for easy entry of check #s at the POS terminal.

25. System allows for picture ID

26. Reports show exact amount of money received on account (tendered), not just amount left after paying for current meal and paying for charges.

27. System allows for picture ID

28. System allows student accounts and history, including items purchased, to be viewed from Central Office.

29. System allows class or group rosters to be created and displayed for accessing accounts and quick sales to a group.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Free and Reduced Software Features</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System can process family free and reduced applications.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2.</td>
<td>System supports several application types including Income, Food Stamp/SNAP, Foster, Homeless, Runaway and Incomplete.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3.</td>
<td>System provides for instant analysis of free and reduced meal applications for eligibility according to Federal guidelines.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.</td>
<td>System recognizes duplicate applications and alerts user before processing.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5.</td>
<td>System tracks history for incomplete or denied applications, including reasons application is incomplete or denied.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6.</td>
<td>Accommodates start of the year temporary status grace period</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7.</td>
<td>System allows for applications to be entered from more than one location (PC) at the same time. (Multiple Users)</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8.</td>
<td>System can import a Direct Certification file from the State (or other agency), match the information against the student data in the district’s information system and update status information.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9.</td>
<td>District can update Free and Reduced income limits as established each year by the USDA; no software update is required.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>10.</td>
<td>System can produce multiple types of notification letters, approval, denial, and verification status/result with customization of letter content and using a mail merge process.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>11.</td>
<td>System can automatically deny eligibility for any applications selected for verification that do not receive a response after a specific period of time.</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>12.</td>
<td>Notification letters can be stored in multiple languages, and generated based on the household language of choice stored in the system.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
Please make comments here or on an additional sheet concerning any answer that needs additional explanation and attach behind this checklist. Refer to the item by number.

(8) **Free and Reduced Checklist**

Proposals should provide a detailed description of the Free and Reduced functionality of the proposed system, including online application entry, application processing, notifications, and verification. Proposals should also address automated daily POS update features, interface with PowerSchool and the state’s Direct Certification files.

(9) **Accountability/Financial Analysis and Reporting Checklist**

Proposals should provide a detailed description of the accountability and financial analysis capabilities of the proposed system. A complete listing of all standard reports available in the system should also be provided. Proposals should also include a completed checklist as follows:

<table>
<thead>
<tr>
<th>Item #</th>
<th>POS Back Office Features</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System allows sites to be defined as severe need or non-severe need.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>System computes federal reimbursement for breakfast, lunch and snack programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System supports all federal reimbursement rate tables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>System includes the Tennessee state reimbursement Claim Report and can combine data from school sites to generate a consolidated school district claim for reimbursement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System provides monthly and year to date cumulative reports displaying meals served by category and percentage for breakfast and lunch by school site and district wide.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>System generates reports to compare participation for schools of similar enrollment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>System incorporates an easy to use report/query tool</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>All reports can be viewed on screen, printed, or exported to a variety of file formats. (i.e., EXCEL, Word, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Reports and export files can be generated for a user defined date or date range</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Please make comments here or on an additional sheet concerning any answer that needs additional explanation and attach behind this checklist. Refer to the item by number.

**Additional Modules Available**

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

(10) **Cost to Hays School District**

In order to compare each vendor fairly and consistently regarding pricing of Hays School District defined School Cafeteria Point of Sale and Management System; please enter in the itemized cost of your products in the chart below. The total cost as defined in this section, will serve as the primary basis of comparison for cost purposes. Please note that it is the intent of Hays School Nutrition Program to use equipment purchased through previous technology contract as fully as possible; however, include quote for replacement of hardware as necessary. Please indicate which, if any, essential hardware components may be purchased separately and provided by the school system and therefore excluded from the vendor’s cost proposal. Please indicate estimated costs, if any, for acquiring / licensing updated versions of software. Please indicate if support costs are different for different years of the contract. All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for a minimum of four (4) months after the due date for proposals.

Clarifications mentioned above and any costs for additional products and/or services offered must be clearly indicated on this sheet or attached sheet.

**Initial One-Time Charges**

<table>
<thead>
<tr>
<th>Hardware</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pin Pad w/ or without Barcode reader</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>USB Pin pad with or without built in Barcode Scanner, number pad with &quot;Enter&quot; key / LCD display</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Software**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Web-based Back Office Software</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To include free and reduced application processing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Qty</td>
<td>Unit Cost</td>
<td>Total Cost</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------</td>
<td>-----</td>
<td>-----------</td>
<td>------------</td>
</tr>
<tr>
<td>2</td>
<td>Cafeteria Licenses</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>POS Station Software Licenses</td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Free and Reduced Meal Online Applications</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Software Subtotal**

### Training

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Onsite Training Days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Onsite &quot;Go Live&quot; Days</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Off-site Training Days (if applicable)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Training Subtotal**

### Shipping and Travel

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Shipping cost</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated cost of hardware shipping (from Vendor to customer)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Travel Cost</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estimated reasonable travel expense (flight, car, lodging, gasoline)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Shipping and Travel Subtotal**

### "Other" costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

"Other" Subtotal

### Software Maintenance

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>per year each</th>
<th>Total Cost (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Software Maintenance cost (includes all software update and support costs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Software Maintenance cost (includes all software update and support costs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Software Maintenance cost (includes all software update and support costs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Software Maintenance cost (includes all software update and support costs)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Software Maintenance cost (includes all software update and support costs)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5 Year Warranty and Maintenance cost

<table>
<thead>
<tr>
<th>Statement of Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardware</td>
</tr>
<tr>
<td>Software</td>
</tr>
<tr>
<td>Training</td>
</tr>
<tr>
<td>Shipping and Travel (estimated)</td>
</tr>
<tr>
<td>&quot;Other&quot;</td>
</tr>
</tbody>
</table>

Grand Total of Startup Costs

<table>
<thead>
<tr>
<th>5 Year Warranty and Maintenance cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Grand Total (Including 5 yrs. Warranty and Maintenance)</td>
</tr>
</tbody>
</table>

(11)  Acceptance of Conditions

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

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

(12)  Vendor Standard License and Maintenance Agreements

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

Contract Agreement
The Contract Agreement must be completed and signed by a person with the authority to bind the proposal.
As stated in the “Contract Duration” section of the RFP, Hays School District reserves the right to purchase hardware from existing contracts or other outside sources available to the school system.

In addition to the software bid above, we are requesting a separate bid for hardware for POS stations.

Below, please indicate unit cost and total cost of hardware needed for POS stations. Include specifications of hardware bid, and whether or not this product is required for software to work.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PC or other necessary hardware for POS station w/ touch screen as required by vendor software</td>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
HAYS SCHOOL DISTRICT
CONTRACT AGREEMENT

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

Company Name: ______________________________________________________

Address:
______________________________________________________________
______________________________________________________________

Phone Number: ________________ Social Security/Federal ID #: ________________

Company Authorized Signature: _______________________________________

Please Print Name: _________________________________________________

Date: ______________________

THIS SHEET MUST BE COMPLETED FOR BID TO BE VALID.
Please attach any information regarding deviations from the specifications.
State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor’s standard contract form, then that form must be altered to contain the following provision:

“The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.”

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of ____, 20____.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provisions in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State’s current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative’s Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: “The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.”

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.