

NORTHSHORE SCHOOL DISTRICT No. 417  
Bothell, Washington

REQUEST FOR PROPOSALS

FOOD & NUTRITION SERVICES POS SYSTEM  
REPLACEMENT

Bid Opening: May 27, 2020, 2:00 P.M.

# **REQUEST FOR PROPOSALS**

## **FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

Notice is hereby given that sealed proposals will be received by the Northshore School District No. 417, Bothell, WA, hereinafter referred to as District, from qualified Bidders for the replacement of the Food Services POS System. Proposals are due at 2:00 P.M., June 17, 2020. Each proposal shall be in accordance with the Request for Proposals Document. The District intends to execute a contract to the Bidder whose Proposal offers the best value to the District. The Northshore School District reserves the right to reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The Request for Proposals Document is available at <http://www.nsd.org/business>. Small Businesses and Minority and Women-Owned Businesses are encouraged to apply.

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**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

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**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

**TERMS AND CONDITIONS**

**PART 1 – INSTRUCTIONS TO BIDDERS**

1.01 GENERAL INSTRUCTIONS TO BIDDERS:

A. Northshore School District (“District”) is requesting proposals for the replacement of the Food & Nutrition Services POS System. The District intends to award a contract to the Bidder whose proposal provides the best value to the District.

B. Bidder shall submit one (1) clearly marked original, three (3) complete paper copies, and one (1) electronic copy of the proposal in PDF format on a flash drive. Proposals are to be submitted in a sealed envelope or box addressed to Ashley Clericus, Contracts and Procurement Manager, Northshore School District, 3330 Monte Villa Parkway, Bothell, WA 98021. The envelope/box shall contain the following information on its face: the name of the Bidder, Bidder’s address, and the title “FOOD & NUTRITION SERVICES POS SYSTEM RFP.” It is the sole responsibility of the Bidder to see that its proposal is received at the designated location by the designated time. Proposals shall be hand-delivered or sent via certified mail to ensure that they are received by the due date and time. Electronically transmitted or faxed proposals will not be accepted.

C. The term of this contract will run from August 1, 2020 through August 31, 2021. The successful Bidder must certify that all of the services proposed are readily available and that District will not incur costs in excess of the proposed rates for the duration of the contract period and any optional extension terms.

D. Distribution of this RFP or receipt of any proposal shall not constitute a commitment by the District to any Bidders. If it is determined that the submitted proposals are not economically beneficial to the District or for other business reasons, the District may, at its sole discretion, reject all proposals or waive

informalities in the request for proposal process.

E. The following is a draft schedule of procurement activities related to this RFP:

<b>Date</b>	<b>Activity</b>
6/10/20	Last Day to Submit Questions or Requests for Clarification
6/17/20	Proposal Due Date, Public Bid Opening
6/26-6/30/20	Product Demonstrations
7/3/20	Notice of Intent to Award (All Bidders Notified)
7/14/20	Contract Awarded
8/1/20	Contract Period Begins

G. Product Demonstrations- After the District has completed proposal evaluations, they may decide to request that Bidders conduct an in-person or virtual live demonstration or presentation of the products and services they have recommended for District to purchase. Only those chosen by the initial District evaluation team will be in the running for the final award of the project at this time. District reserves the right, if the district feels it is necessary, to see a presentation, and to schedule such visits at our discretion and convenience. District will not cover any expenses the vendor may have related to this demonstration, including but not limited to: airfare, lodging, rental cars, food or other travel expenses. To reiterate this demonstration may or may not be required.

#### 1.02 PREPARATION OF PROPOSAL FORM

A. Bidder must submit a complete proposal in accordance with the requirements of Section 3 below. All costs in submitting a proposal, responding to inquiries, and if requested, demonstration of services shall be borne in full by the interested Bidder.

#### 1.03 SIGNATURES

A. The proposal cover letter and all required forms must be signed in the name of

the Bidder and must bear the title and signature of the person duly authorized to sign the proposal. The copy of the proposal designated as the original shall contain original signatures.

#### 1.04 WITHDRAWAL OF PROPOSAL

A. Any Bidder may withdraw its proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. Proposals cannot be withdrawn once submitted and will be valid for a period of 90 days from the date due.

#### 1.05 EXAMINATION OF RFP REQUIREMENTS, QUESTIONS

A. Bidders shall thoroughly examine and be familiar with all instructions, conditions, and/or specifications. The failure of a Bidder to receive or examine any form, attachment, clarification, addendum or other document, or visit to the site when required in order to acquaint the Bidder with existing conditions, shall in no way relieve the Bidder from obligations concerning the proposal or the contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

B. Questions or requests for interpretation of specifications must be emailed to Tracy Patterson, Chief Financial Officer, at [tpatterson@nsd.org](mailto:tpatterson@nsd.org), and copy Juliana Fisher, Food & Nutrition Director at [jfisher@nsd.org](mailto:jfisher@nsd.org) referencing the title of this RFP in the subject line. Interpretations and answers to questions shall be communicated by a formal Clarification document that will be made available to all Bidders. Any Addendum or Clarification issued will be posted to the District website ([www.nsd.org/business](http://www.nsd.org/business)). It is the responsibility of the Bidder to check the District website regularly for updates. No oral interpretation of any provision in the proposal documents will be made to any Bidder.

C. During the time period that this RFP is active beginning with the date of first advertisement and ending with the date of contract award, no Bidder shall have any communication with any employee or contractor of District about this RFP except for Tracy Patterson, Chief Financial Officer, with a copy of communications to Juliana Fisher, Food & Nutrition Director. Violations of this requirement may result in disqualification of Bidder.

## 1.06 CONTRACT

A. Bidder shall review the attached Sample Contract (Attachment F). Bidder shall be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidders.

## 1.07 TAXES

A. Proposals are not to include sales tax. The District is exempt from Federal Excise Taxes

## 1.08 BACKGROUND CHECKS

A. All of Bidder's employees who will have access to children will be required to have a background check completed. Please refer to the Sample Contract in Attachment F for more information about the background check requirement. Copies of completed background checks shall be submitted to the District prior to each employee providing services. Costs for the background checks will be the responsibility of the Bidder.

## 1.09 PROTEST PROCEDURE

A. District's Protest Procedure can be found on the website at <http://www.nsd.org/business>.

## 1.10 PUBLIC INFORMATION/CONFIDENTIALITY

A. The District understands that Bidders may include within their proposal information that is deemed confidential in the opinion of the Bidder. The Bidder must understand that the District is subject to clear legislation governing open records and

public information requests within the State of Washington. Bidders must clearly mark portions of their proposal that they feel are exempt from disclosure pursuant to RCW 42.56 or any other state and federal statute and include an explanation as to why they believe the indicated documents are exempt. The District will not be bound by any blanket confidentiality agreements, and the District makes no assurances that confidential materials will be held in confidence if they are not deemed qualified for exemption.

B. Bidder acknowledges the obligations for maintaining the confidentiality of student records and access to the parents and students of such records in accordance with the Family Education Rights and Privacy Act (FERPA), if applicable, the Health Insurance Portability and Accountability Act (HIPAA), and all other relevant state and federal data privacy laws.

#### 1.11 FEDERAL REQUIREMENTS

A. The Bidder assures the District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contracts for goods and services will be considered and will not be discriminated against on the basis of race, color, national origin, gender, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.



## FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT

### PART 2 – SCOPE OF WORK

#### 2.01 SCOPE OF WORK

##### A. Statement of Need

The Food Services Department is in need of a replacement for its current Point-of-Sale (POS) software.

The desired service would solve many issues with our current software by providing centralized storage of data, the ability for student data to be used at multiple schools, the ability to make backups of the data and to do ad-hoc reporting with access to nearly live data.

The desired service would also provide detailed information for parent access on where and when their students took meals as well as account history and balances. The service would allow parents to add money to their account online with real time account updates.

In order to reduce costs, the desired service would be able to run on our existing POS station computers and use existing touch screens and cash drawers as well as support non-proprietary equipment for ID scanning and/or pin code entry.

##### B. Technical Specifications

Bidder shall propose a solution that offers the following features and conforms to the following specifications:

1. Software solution can be either hosted on-premises or cloud-based. District would prefer a cloud-based solution. **If the solution is hosted on-premises, the server side must meet the following qualifications:**
  - a. The solution can run on Microsoft Windows Server 2016 or newer.

The District prefers Windows Server 2019 Datacenter;

- b. The database must be Microsoft SQL Server 2017 or newer. District prefers Microsoft SQL Server 2019 and prefers that the service design does not preclude running other databases on the same server;
- c. The solution must be able to run on virtual machines in a VMware ESXi 6.7 or later environment;
- d. The solution should not require a dongle or other attached hardware on the server in order to operate in production;

**2. If the software solution is cloud-based then it must meet the following qualifications:**

- a. Provide a true tenant such that all staff and student accounts can use the same username for access as they use on District services;
- b. Authenticate accounts using SAML, OAuth, or LDAP over a secure connection to the District network and be able to populate account information from the District directory services;
- c. Use only secure connections for transporting data between the cloud-based service and any computing devices;
- d. Provide either secure access to the database or a robust API for accessing the data from services running on the District's network.

**3. If the software solution uses a web service for any management and/or end user interfaces, then that web service must meet the following qualifications:**

- a. Use secure HTTP for all web connections to the service;
- b. Support all features on all current releases and releases for the previous six months on the following web browsers: Google Chrome and Chrome Enterprise, Microsoft Edge (Chromium-based only, not "legacy" Edge), Apple Safari, Mozilla Firefox and Firefox ESR, native iOS web browser and native Android web browser;
- c. Support access in these browsers on current OS releases and at least two major releases back for Apple MacOSX, Microsoft

Windows, Google ChromeOS, Apple iOS, and Google Android;

- d. Use only HTML5, CSS and/or JavaScript in web interfaces without any requirement for additional plugins, especially Java, Adobe Flash, or Microsoft Silverlight which are specifically not allowed.

**4. For any software or service that runs on a Point-Of-Sale station, it must meet the following requirements:**

- a. Must be able to run on the following hardware:
  - i. TekVisions Tek320 15" AiO POS terminal;
  - ii. CPU - 4th Generation Intel Core i5 CPU;
  - iii. RAM - 8 GB;
  - iv. Storage - 128 GB SSD;
  - v. Network - 802.11ac wireless;
  - vi. Interfaces - 4x USB ports and 2x serial COM ports;
- b. Must support the use of a touchscreen;
- c. Must support touchscreen and non-touchscreen peripherals in multiple aspect ratios, including 4:3, 16:9, 16:10 and 16:11;
- d. Must be able to take both cash and credit cards at the POS terminal, as well as allow for purchase from a pre-loaded District account;
- e. Universal keypad acceptance of combo keypad/barcode scanner for entry of PIN, ID or Barcode;
- f. Ability to use non-proprietary ID reader devices (Pin pad, barcode) for student identification;
- g. Must support dual sided PIN devices per POS station;
- h. Must either have a "black box" system that completely controls the POS station hardware OR it must be able to run on the latest version of Microsoft Windows 10 or a version within 6 months of the latest release and support all major editions of Windows 10 including Pro, Enterprise, Edu and LTSC/LTSC;

- i. If the software or service utilizes a localized runtime, it must be Microsoft .NET Framework version 4.5 or newer and/or Visual C++ 2015 or newer (Older versions of .Net and VC++ are not supported);
- j. Must NOT use client-side Java, Adobe Flash, or Microsoft Silverlight;
- k. Any software or other product installed to run on a Point-of-Sale station must NOT require administrative privileges in order to perform everyday functions/operation.
- l. Any station that will operate a cash drawer must meet the following requirements:
  - i. Must operate with standard non-OPOS USB cash drawers, including specifically the PCS RCS HF-017 model 1616 cash drawer;
  - ii. Must utilize the Prolific PL2303 UART chipset for USB triggers (FTDI is not supported).

**5. If the software or service has any software or other component that must run on a computer located at each school or if there is software that a school cook would run for managing the service or running reports, the software or service must meet the following requirements:**

- a. Must be able to run at full capability on the following hardware:
  - i. CPU - 9th Generation Intel Core i5
  - ii. RAM - 8 GB
  - iii. Storage - 256 GB SSD
  - iv. Network - 802.11ac Wireless
- b. If the software or service utilizes a localized runtime, it must be Microsoft .NET Framework version 4.5 or newer and/or Visual C++ 2015 or newer (Older versions of .Net and VC++ are not supported);
- c. Must NOT use client-side Java, Adobe Flash, or Microsoft

Silverlight;

- d. Must NOT require administrative privileges in order to perform everyday functions/operation.
6. If the Software or Service offers any services for parents and/or students to use, it must meet the following requirements for those services:
- a. If the service uses software or other components that have to be installed on a parent/student computing device, the software must be available for the current versions of Apple MacOSX, Microsoft Windows, Google ChromeOS, Apple iOS, and Google Android, and at least two previous major releases back for each of those operating systems;
  - b. Any software or mobile apps should be available for end users to install from the appropriate product's online Store to avoid installation issues.
7. Any data stored in the system should be accessible for random access and ad-hoc reporting.
8. Food Service requirements

#### **GENERAL FEATURES**

- Designed specifically for elementary and secondary school food service
- Option to purchase only the specific modules needed for each site
- User friendly user interface
- Synchronized centralized database to assure redundancy in case of communication failures
- Fully integrated system – Point of Service, Back of House and Vending
- Ability to have hierarchy user accounts (Administrator, Central Office, Manager, and Cashier)

#### **POINT OF SALE Device Requirements**

#### **CASHIERING FEATURES**

- Support meal and ala carte vending sales
- One button express mode and full-service mode options
- Visible queue with pictures
- Automated voice prompts for line control
- Multiple menu grids available

- Capability for roster mode with student pictures
- Fully configurable keys/key labels/layout
- Capability for incorporating color & food graphics for easy identification of buttons/commands
- Ability to either have the student ID or PIN number display on screen
- Ability for student eligibility status to display on screen or be hidden
- Cashback feature
- Displays total sale
- Displays Student's balance
- Search for student by name" function
- Ability to view transaction list

### **SITE MANAGEMENT**

- Ability to take meal payments at the manager's machine or at the cashier serving line
- Blind Balancing
- Blind balancing can be determined based on user category such as cashier, manager, etc.
- Day end reports
- Reports to be included as part of the end of day can be determined by The user
- Supports ID number up to 9 digits
- Supports touch screen option at cashier station

### **FREE & REDUCED APPLICATION PROCESSING**

- Complies with current USDA and state application Regulations
- Direct certification via file import
- Complete Verification module
- Integration with on-line free/reduced applications
- Automated year end rollover process

### **ON-LINE WEB PAYMENT PROCESSING**

- Parent account management (ability for parents to set up email alerts on student's balance, set up automatic scheduled payments, able to view purchase history, divide payments between students in family and at different building sites)
- Ability to send balance alert email or text, both low and negative balance
- On-line payment via web or phone
- Ability for parents to use credit card or debit card

- Provides detailed monthly banking and financial reports
- Ability to set up recurring payments
- Low convenience fee for parents

### **MEAL ACCOUNTABILITY**

- Complies with current USDA and state meal regulations
- Government reporting for claims and edit check
- Custom Report Generator
- User Definable letters
- User defined day-end reports

### **FULLY INTEGRATED FRONT OFFICE**

- Centralized student database account management
- Enrollment interface
- Balances updated with school cafeterias within seconds
- Student/Adult accounts accessible from any school site POS with real time balances
- Ability to limit or restrict Student/Adult access at site level or site group (Elementary, Middle, High)
- Centralized payment and refund capabilities
- Capable of restricting student/adult account access by site groups (Elementary, Middle and High)
- Compliant with all applicable student data privacy laws and regulations

### **CENTRAL OFFICE MEAL ACCOUNTABILITY AND REPORTING**

- Allow students and adults to access their accounts from any cafeteria with local or home authority
- Custom Report Writer
- Allow the user to set up custom reports as needed without vendor tech support
- Export data to a variety of formats; Excel, Word, PDF, Text and CSV formats/spreadsheets
- Meal eligibilities categories are defined by the District office (free/reduced/paid/adult/employee, etc.)
- Variable report generating criteria
- The ability to generate reports based on all schools, groups of schools, or individual schools
- Reports screen includes a preview option
- Allow the user to select correct reports before printing it

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

### C. Implementation Plan

Bidder shall manage the implementation of the software solution. This work should be fully described via an Implementation Plan that, at a minimum, includes data migration, installation, testing, training, and process documentation. Bidder shall submit an implementation plan by the milestone date indicated in Section 2.03.

#### 1. Data Migration

Data migration shall include transfer of all data from the current PCS Revenue Control Systems and PayPams system to the new system. This includes, but is not limited to, student information, balances and purchase history.



## 2. Software Installation

If the proposed software solution is hosted on-premises, then Bidder shall provide installation documentation/plan and technical support to assist district staff while installing and configuring both the software and database components. This support will include advice on best practices for configuring the system based on our district size and operational practices.

Software shall be installed successfully on all District Food & Nutrition Services POS devices.

## 3. Training

Bidder shall provide both system training and end-user training for the system, at Northshore School District offices. Bidder shall include all Bidder'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 Bidder's and Northshore School District's personnel schedules, as well as facility and personnel scheduling and availability. Training is to be done by a qualified instructor(s) and shall provide for a predominantly "hands-on" type of instruction.

Copies of comprehensive reference materials shall be provided by the Bidder to cover the contents of the training session(s) that will become part of Northshore School District's documentation for the system. Awarded Bidder 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. Bidder agrees the District may make such additional copies of documentation supplied pursuant to this section as needed for use by District employees. Bidder also agrees that the District may use such documentation to create process-based user manuals for use by District employees.

Bidder shall allow the Northshore School District to record any and all training provided by the Bidder to be used in future training for District staff.

#### D. Anticipated Outcomes

1. Ability to facilitate student mobility and choice as to where the student takes a meal.
2. Increase visibility for parents into their students' meal choices.
3. Closer-to-real-time integration of student account information with parents.
4. Improved reporting and tracking for financial and accounting systems.

#### 2.03 PROJECT SCHEDULE

1. Vendor selection date: July 3, 2020
2. Contract start date: August 1, 2020
3. Implementation plan submitted to District by July 15, 2020.
4. Data migration must be complete on or before August 1, 2020.
5. The point of sale system and online payment system must be fully implemented and operational on or before August 20, 2020, with training of NSD staff to take place during the week of August 24, 2020. Northshore School District reserves the right to adjust this timetable as required during the course of the RFP process.

**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

**PART 3 – CONTENT, FORM, AND EVALUATION OF PROPOSALS**

**3.01 CONTENT**

A. Interested Bidders are cautioned to provide as much detail as possible pertaining to their capabilities and experience to the services outlined in this proposal, however Bidders should not include extraneous marketing materials. Information shall be presented in a clear, comprehensive, and concise manner and in the format prescribed below.

B. At a minimum, each proposal must include the following items:

1. Cover Letter
2. Company Information and References (Attachment A.)
3. Certifications (Attachments B, C, & D)
4. Technical Proposal
5. Cost Proposal (Attachment E)

C. The proposal shall be organized in the following format:

1. Cover Sheet
2. Table of Contents
3. Cover Letter
  - a. No longer than 1 double-sided page.
4. Company Information and References
  - a. Provide response to Evaluation Criteria 3.02A below using Attachment A form.
5. Technical Proposal
  - a. Provide Responses to the Evaluation Criteria 3.02B below.
  - b. No longer than eight (8) double-sided 8 1/2" x 11" pages.
6. Cost Proposal
  - a. Provide response to Evaluation Criteria 3.02C below using required

Attachment E form.

8. Appendix

- a. Include all required certification forms in this section (Attachments B, C and D).

3.02 EVALUATION CRITERIA

A. Prior Experience of Bidder, Including References

Specialized experience and technical competence of the Bidder, any proposed subcontractors, and key staff members. Past record of performance with other School Districts or public bodies and with private industry, including such factors as quality of work, ability to meet schedules, responsiveness, and cooperation. Recent experience of the Bidder and successful completion of work of a similar type and complexity will be a material consideration.

**Proposal Requirements:**

1. Completion of Attachment A, Company Information and References form, including:
  - a. Brief resume of the Bidder, including: home and branch office information; date established; former name(s); and type of ownership or legal structure.
  - b. Three references from former or current clients related to the required tasks above including contact name, phone number, email address, and a brief description of the work performed. Northshore School District and its current or past retired employees may not be used as references. References will be contacted, therefore accurate contact information is required. Failure to provide accurate contact information may result in scoring deductions.

B. Technical Proposal

Services proposed should meet or exceed the requirements outlined in Part 2 above. Proposals should demonstrate an understanding of the needs of District and propose a solution to meet those needs.

**Proposal Requirements:**

1. Bidder shall provide detailed responses to the following prompts:

- a. Provide detailed information on the structure of the service including back end servers and how they communicate, software and/or services that will run on the Point-of-Sale stations, software or web services for system management, software or web services for ad-hoc reporting, any software or service that needs to run in each school for data collection or school cook management of the service, and any software or services for parent access to the system. If the system is available as both on-premises and cloud-based (SaaS) options then provide details for both.
- b. Provide detailed requirements for operating system, hardware specification, and additional software or libraries (other than those that are from the Bidder) required for any servers, Point-of-Sale stations, computing devices running management or data collection software, or end user computing devices.
- c. Provide details on how student accounts are populated in the service both initially and on an at least daily basis, how they authenticate student accounts (if there is any student login), and all student data that is stored in the system. Include any option for integrating the system with data from Edupoint's Synergy Student Information System.
- d. Provide details on how staff accounts for the management of the system, reporting, and using Point-of-Sale stations are populated in the system and updated, all options for authenticating logins, and how permissions within the system are applied to user. Include information on any options for creating custom permissions profiles and for creating user groups for applying permissions.
- e. Provide details on how parents create and manage their accounts in the system and all features available to parents. For all features, include any limitations in use of those features based on computing device used or modules purchased by the District.
- f. Provide details on how connections to the service are encrypted, including any web interfaces, any software for management, data collection, POS stations, or end users, and any VPN or other secure connection that would be maintained between the District's network and any cloud-based (SaaS) services.
- g. For any cloud-based (SaaS) solution, provide details on how data is protected against loss due to attack on the servers or network, corruption of server disks, failure of a server, or entry of erroneous data by the District.

- h. Provide all available information on product improvements and feature additions currently planned for the next 18 months for the system;
- i. Provide details on how frequently patches and upgrades are typically issued for the various software and services in the system, how patches and updates are obtained and installed; how patches and updates are tested prior to release for customer production installations; and, for any cloud-based services, what the options are to temporarily delay having the service upgraded.
- j. Provide details regarding technical support services and documents available by phone and online, any regularly scheduled newsletters or other communications to support staff, any option to view current known issues in the system, any services for requesting or “voting” for feature changes/additions, any customer-driven support sites, and any online training materials and/or services.
- k. Provide details on all free and paid support plan options and a table or other visual aid comparing the options;
- l. Provide details regarding Bidder’s policies and practices related to data privacy, data retention & destruction, and overall system & data security.

### C. Pricing

Pricing should include all applicable costs to the District for the services requested for the length of the contract period. This includes, but is not limited to, costs for overhead expenses and profit.

#### **Proposal Requirements:**

- a. Completed Cost Proposal Form.

### 3.03 EVALUATION OF PROPOSALS

A. Once received, Proposals will be evaluated for responsiveness. A Proposal will receive a pass/fail determination for each of the following criteria:

- 1. Submission of one original proposal, one electronic copy, and the correct number of paper copies. Proposal must comply with all page limit requirements.
- 2. Proposal contains the minimum required sections indicated in Section 3.01B of the RFP.

3. Bidder provided an active Washington Business License number
4. Bidder is not debarred from receiving government funds
5. All required forms and the cover letter have signatures of authorized person.
6. Bidder is able to provide all equipment, products and services requested in Section 3 of the RFP.
7. Bidder's product does not fail to meet any requirements in the Technical Specifications in section 2.01 B.
7. Any other criteria which may be relevant to this determination.

B. If a Proposal receives a pass score from the responsiveness evaluation, it will proceed to responsibility evaluation. Evaluations will be based on the criteria listed below. The District will assign points to each responsive proposal at its own discretion.

<b>CRITERIA</b>	<b>MAX. POINTS</b>
Price	35
Technical Proposal	35
Prior Experience of Bidder, Including References	20
Proposal Quality	10
<b>EVALUATION TOTAL</b>	<b>100</b>
*Product Demonstration	20
<b>*TOTAL SCORE</b>	<b>120</b>

1. Proposal Quality refers to the overall quality of the proposal submitted by the Bidder. This includes completeness, compliance with proposal instructions, organization, spelling and grammar, and conciseness of descriptive text material.

2. Points for Price will be awarded based on the total cost proposed for services. A total of ten (10) points will be possible for implementation and setup costs, while 25 points will be possible for annual subscription fees. The

lowest rate for each will be awarded a score of 10 and 25 respectively. Pricing scores will be reduced by 5 points for each following proposal (ex.-The second lowest rate will receive a score of 30, third-lowest will receive 25, etc.). In the event that proposals indicate the same rate, they will receive the same numerical score.

3. The District reserves the right to contact Bidders to clarify proposals and/or ask for additional information. This may include requests for demonstration of services proposed.

4. The District reserves the right to waive any irregularity in any proposal, to accept or decline any and/or all of the proposals, to take no action whatsoever, and/or to request the submittal of new proposals. All proposals submitted become the property of the District and will not be returned.

C. Product Demonstrations - After the District has completed proposal evaluations, they may decide to request that Bidders conduct an in-person or virtual live demonstration or presentation of the products and services they have recommended for District to purchase. Only those chosen by the initial District evaluation team will be in the running for the final award of the project at this time. District reserves the right, if the district feels it is necessary, to see a presentation, and to schedule such visits at our discretion and convenience. If product demonstration is requested, a score will be added to Bidder's initial evaluation score. Product demonstrations should reflect Bidder's ability to meet specifications outlined in section 2.01 B. Twenty (20) points will be possible for the product demonstration.

D. Once final scoring is complete, District will determine which Bidders have the highest total scores. District will issue a Notice of Intent to Award contracts to the highest- ranked Bidders. All Bidders who submitted a proposal will be notified in writing of this decision.

### 3.04 DISQUALIFICATION OF BIDDERS

A. The District in its discretion may determine that a Bidder is not responsible and reject its proposal for any of the following reasons:

1. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion shall be disqualified from submitting any further proposals.
2. If District determines that Bidder is not qualified to perform the contract.
3. Unsatisfactory performance record, judged from the standpoint of conduct



of service, or progress, as shown by past or current service for the District.

4. Failure to pay or settle bills on any former or current contracts.
5. If the Bidder has previously defaulted in the performance of a written public contract, or has been convicted of a crime arising from a previous public contract.
6. Any other inability, financial or otherwise, to perform the contract.
7. For any reasons deemed improper as determined from a pre-award survey of Bidder's capability to perform.
8. Any proposal submitted by a Bidder who is not registered or licensed as may be required by the laws of Washington State.

### 3.05 EXCEPTIONS

A. Bidder is expected to provide services compliant with the requirements included in Section 2 above. If Bidder is not able to meet these requirements, Bidder may submit a statement in the Appendix of its proposal indicating any requirements which cannot be met. These requirements should be clearly identified by reference to the Section number of the RFP where the requirements can be found. Bidder shall provide a detailed statement indicating why these requirements cannot be met. District reserves the right to evaluate these requirements and determine whether to determine that the proposal is non-responsive or remove the requirement from consideration for all proposers and equitably evaluate all proposals based on the revised requirements. Bidders are strongly encouraged to request a revision to the requirements using the process indicated in Section 1.05 of the RFP prior to the due date for proposals.

B. Bidder shall review the Sample Contract for this RFP (Attachment F) and be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidder.

**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

**ATTACHMENT  
A**

**COMPANY INFORMATION AND REFERENCES**

**I. Brief Resume of Bidder**

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

Date Established: \_\_\_\_\_

Former Names (if any): \_\_\_\_\_

\_\_\_\_\_

Type of Ownership or Legal Structure:

\_\_\_\_\_

Corporate Address: \_\_\_\_\_

\_\_\_\_\_

Branch Address (if applicable): \_\_\_\_\_

\_\_\_\_\_

## II. References

Three references are required. References will be contacted, therefore accurate contact information is required. Failure to provide accurate contact information may result in scoring deductions.

Reference 1: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brief Description of Work Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Reference 2: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brief Description of Work Performed:

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Reference 3: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Brief Description of Work Performed:

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**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

**ATTACHMENT  
B**

**CERTIFICATION**

Pursuant to and in compliance with this Request for Proposal and all documents relating thereto, the undersigned hereby offers to furnish and deliver any or all of the articles enumerated at the prices quoted herein.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Name & Title:  
\_\_\_\_\_

Legal Company Name: \_\_\_\_\_

Telephone:  
\_\_\_\_\_

Email Address: \_\_\_\_\_

UBI Number: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Acknowledge receipt of addendum # \_\_\_\_\_ through \_\_\_\_\_.

**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

**ATTACHMENT C DEBARMENT AND  
ANTI-LOBBYING CERTIFICATION**

\_\_\_\_\_ certifies that to the best of their knowledge/belief that neither as an individual and/or the company and its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

“Principals”, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

\_\_\_\_\_ shall provide immediate written notice to Northshore School District if at any time during the term of this Agreement, including any renewals hereof, if such certification was erroneous when made or has become erroneous by reason of changed circumstances. Based on such notification, or if Northshore School District should determine at any time that this certification is false, Northshore School District reserves the right to review the status of the organization and if necessary, terminate this agreement.

Should individual/company enter into a covered transaction with another person at the next lower tier, we agree by signing this agreement that we will verify that the person with whom we intend to do business is not excluded or disqualified. We will do this by:

- (a) Checking the federal Excluded Parties List System (EPLS); or
- (b) Collecting a certification from that person if allowed by this rule; or
- (c) Adding a clause or condition to the covered transaction with that person.

Individual and/or company agree by signing this agreement that 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. 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.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203 - 11 and 52.203 - 12 and 31 U.S.C. 1352, the “Byrd

Anti - Lobbying Amendment.”

(a) FAR 52.203 - 12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Printed Name

Company



**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

**ATTACHMENT  
D**

**COOPERATIVE PURCHASING INFORMATION**

In the event another area school district or public entity has the need for the same services, they may wish to utilize another executed bid in the area. RCW 39.34 allows cooperative purchasing between public agencies in the State of Washington. Public agencies that have, or in the future file an Interlocal Cooperative Purchasing Agreement with the District may purchase from the District’s contracts, provided that the Bidder has agreed to such participation.

If the cooperative purchasing process is allowed, then each district will take responsibility for its own purchase orders, payment procedures, evaluations, and scheduling of Bidder’s services. Each district will take responsibility for performance of any purchasing contract with the Bidder.

Each Bidder shall indicate on this bid form whether it will honor the pricing and terms and conditions to other public agencies in accordance with this Agreement’s terms and conditions. Award of the contract(s) will not be affected by the Bidder’s agreement to allow cooperative purchasing. The District will not have any responsibility or liability for orders issued by other public agencies utilizing the District’s contract through an Interlocal Agreement.

As per the terms and conditions of this contract, will the Bidder allow public agencies in addition to Northshore School District to purchase from this contract?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ (check one)

If yes, Bidder will have opportunity to review ability to perform/deliver to requesting agencies prior to commencement of services.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Printed Name

Company

NORTHSHORE SCHOOL DISTRICT NO. 417

REQUEST FOR PROPOSAL

**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

**ATTACHMENT  
E**

**COST PROPOSAL**

Please detail your proposed costs below. All costs should be represented on this attachment. Please add additional information as may be necessary to represent your costs.

<b>Item</b>	<b>Implementation Cost</b>	<b>Annual Cost</b>
<b>School Site Software/License</b>		
<b>Central Office Software/License</b>		
<b>Initial Setup Cost</b>		
<b>Training</b>		
<b>Customizations</b>		
<b>Additional Hardware</b>		
<b>Other costs</b>		
<b>Total Cost</b>		

**FOOD & NUTRITION SERVICES POS SYSTEM REPLACEMENT**

**ATTACHMENT  
F**

**SAMPLE CONTRACT**

Attachment F: Sample Contract is a PDF Document available on the District website at <http://www.nsd.org/business>. Bidder shall review the Sample Contract and be prepared to execute this document if selected. If Bidder would like to request revisions to the Sample Contract terms, Bidder shall submit a statement in the Appendix of its proposal indicating any terms that it would like to negotiate. These terms should be clearly identified by reference to the Section number of the Sample Contract where the terms can be found. Bidder shall clearly indicate the suggested revisions to terms. District reserves the right to negotiate these contract terms with the selected Bidders.