

## Food Service Management System

**DUE DATE (Opening Date/Time):** May 14, 2024 at 10:00 a.m.

**LAST DAY FOR QUESTIONS:** May 6, 2024 at 12:00 p.m.

**NUMBER OF PROPOSALS TO BE SUBMITTED:** one (1) original UNBOUND copy, three (3) hard copies and one (1) USB drive must be hand delivered or mailed to the address below.

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

**PHYSICAL MAILING ADDRESS:**

Rob5nekNb5nehNoo



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ancestry, genetic information, national origin, or any other applicable status protected by Title VI, Title VII, Title IX or any other local, state, or federal law.

**7. COMMUNICATION WITH PROSPECTIVE BIDDERS:**

A. All communication concerning this solicitation must be in writing to the Director of Procurement Services. Email is the preferred method of communication.

B. Oral explanation or instructions provided prior to the award of a contract shall not be binding.

C. From the issue date of this Proposal until the completion of the selection process and the award notification is announced, bidders are not allowed to communicate with District employees and/or contracted agents related to this solicitation for any reason except as authorized by the Director of Procurement Services. Violation of this provision may result in rejection of the vendor's response.

D. It is the vendor's responsibility to check the District's website procurement page for any addenda, responses to vendor questions, or other communications, which may be necessary during the solicitation process.

**8. WITHDRAWAL OF PROPOSALS:** Any bidder may withdraw his bid prior to the closing time scheduled for the receipt of Proposals. All requests to withdraw Proposals must be submitted in writing and must document the fact that the acceptance of the bid will cause the bidder substantial loss.

**9. ASSIGNMENT:** No contract may be assigned, sublet, or transferred without the written consent of the Director of Procurement.

**10. SUBMISSION OF DATA:** Each bidder, upon request, shall submit evidence of liability insurance, Workmen's Compensation, and any other data released to this solicitation, to satisfy the requirements of the solicitation and the execution of a contract.

**11. FAILURE TO SUBMIT A BID:** Vendors not responding with a bid should not return this solicitation. Instead, they should advise the District by letter or postcard whether they want to receive future consideration for similar requirements. Any vendor failing to respond to three consecutive Proposals

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approval after delivery. The District reserves the right to reject and return, at the risk and expense of the vendor, any portion of a shipment that is defective or fails to comply with specifications. The rejection of certain items will not invalidate the remaining order.

15. **SERVICE DATA MANUALS:** The Contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include pictures, illustrations, schematics and complete repair/test guides as necessary).

Where applicable, it shall include electrical data and connection diagrams for all utilities. The instructions shall also contain a complete list of all replaceable parts showing part numbers, nomenclature and quantity required.

16. **BIDDER'S RESPONSIBILITY:** Each bidder shall fully acquaint himself with the scope of work required for the execution of the work specified by this bid. This will sometimes require on-site observations. The failure of a bidder to acquaint himself with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or any resulting contract.

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of any action brought against the District or any of its agents or employees, the vendor shall assume full responsibility for their defense. Upon his failure to do so on the proper notice, the District reserves the right to defend such motion and charge all costs to the vendor. The vendor shall take all precautions necessary to protect the public against injury

2. **TERMINATION:** Subject to the provisions contained below, this Contract may be terminated by either party with thirty (30) days notice, unless otherwise written. Contractor shall be compensated for any work completed at the time of termination.
  - a. District's Termination for Convenience: The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
  - b. Contractor's Termination for Convenience: Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not:
    - f affect the District's right to require the termination of a subcontract.
    - f increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.
  - c. Contractor's Obligations: The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

\_\_\_\_\_





**6. STATEMENT OF COMPLIANCE AND ASSURANCES:**

**11. TIME OF COMPLETION:** Date of delivery shall be a consideration factor in the awarding process. The Vendor shall



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Contractor shall be responsible for complying at all times of this contract with, OSHA, AHERA, SCDHEC, and EPA requirements and shall immediately report any loss of time or injuries to the Director of Operations (803) 981-1150.

21. **SECURITY**: The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Rock Hill School Districts' property, materials, equipment, and accessories that might be exposed to the contractor's personnel. Guns, knives, or other dangerous weapons shall not be allowed on campus. Smoking, alcohol and drugs are prohibited on the campus.

22. **UNAUTHORIZED PERSONNEL**: Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by School District or contractor).

23. **FORCE MAJEURE**: Neither the District nor the Contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the District and the Contractor, and without the fault or negligence of either of them.

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of Violent Crimes as defined by the South Carolina Code of Laws, 1976, Section 16-160; are prohibited from entering any of the Rock Hill School District facilities at any time, including all District grounds and all District facilities. Persons employed by or under the direction of the bidder or any subcontractor who are under investigation or have been charged with crimes and/or convicted of crimes against children or crimes of a sexual or violent nature shall not be allowed on District property.

The District may in its sole discretion terminate any existing contract for the failure by the awarded bidder, its subcontractors or any representative of the bidder or subcontract to observe this requirement or for any violation of this solicitation's requirements. No penalty or other costs shall be levied against the District as a result of its decision to terminate the contract or award.

In addition to the above obligations of successful bidder/awarded firm, all persons and contractor personnel having contact with students and/or any individual who enters onto District property may be subjected to a national criminal background check at the discretion of the District prior to entry upon District property and the performance of any duties. All individuals entering District property shall be screened nationally for criminal sex offenses, sex offender status on automated equipment at school or site.

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27. **SEVERABILITY:** Should a court find any provision of this contract to be unenforceable, the remainder of the contract shall survive and remain in full force and effect.

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**Consultant Services:** Services of an advisory nature to support policy development, decision-making, administration, or management of a business or public entity; generally provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in house or from within the entity.

**Contractor:** Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

**Cost:** The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

**Descriptive Literature:** Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

**Firm:** A for-profit business, usually formed as a partnership that provides professional services, such as legal or accounting services. The theory of the firm posits that firms exist to maximize profits.

**Late Bid/Proposal:** A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.

**Mandatory:** Obligatory, required by order, a provision that may not be waived.

**Mandatory Requirements (Conditions):** Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

**Offeror:** The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term Bidder is interchangeably throughout this RFP. Also see definition of a Responsible and Responsive Offeror/Bidder.

**Pre-Bid/ Pre-Proposal Conference(Meeting):** A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable

**Price:** The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

**Request for Proposals (RFP):** The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

**Responsible Bidder/Offeror:** Also referred to as Responsible Proposer or Respondent. A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**Responsive Bidder/Offeror:** Also referred to as Responsive Proposer or Respondent. A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

**Service/Services Contract:** An agreement calling for a firm's time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.









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If you do not ask questions or clarify any assumptions, the District will assume that you agree with and understand the requirements in the RFP. If, after examination of the various terms and conditions and requirements of this RFP, the Respondent believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Respondent must request, in writing, that District clarify the terms(s) and condition(s) and requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Respondent by 12:00PM on **May 6, 2024** which is the last day for questions.

The District may ask any or all respondents to elaborate or clarify specific points or portions of their response. Clarification may take the form of written responses to questions or meetings to discuss the RFP and/or the participant's response.

**No questions may be directed to or contacts made with members of the Rock Hill School Board, Superintendent, or any District staff not identified in this RFP as points of contacts during the period of time that this RFP**  
**of this prohibition will be subject to disqualification of the Bidder from further consideration.**

### **VIII. MANDATORY RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT**

All proposals shall be submitted to Rock Hill School District no later than May 14, 2024 at 10:00 AM. Consultants shall deliver one (1) original **UNBOUND** copy, three (3) hard copies and one (1) USB drive of the information requested above. Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: **"RFP#23-2421 Food Service Management System."** All late proposals will be rejected. The District is not responsible for late RFP's caused by delays in mail delivery or a delay in any other method of delivery.

All Responses shall be on 8 1/2" x 11" paper with all standard text no smaller than twelve (12) points. The total page count shall not exceed twenty-five (25). Response shall be double-sided copying and be bound with tab dividers corresponding to the format requirements specified below. **Failure of the respondent to organize the information required by this RFP as outlined herein may result in the District, at its sole discretion, deeming the response non-responsive to the requirements of this RFP.** The Consultant, however, may reduce the repetition of identical information within several sections of the RFP by making the appropriate cross-references to other sections of the response. Submittals shall include the following information divided by **tabs**:

**A. Pages 1 and 2 of this Request for Proposal.**

**B. Cover letter and Company Overview**

Vendor shall complete the Questionnaire Form Appendix I

**C. Executive Summary**

Explanation outlining your Company's qualifications for providing this type of product. This should include any highlights, benefits, conclusion, assumptions, or general recommendations of the proposal.

D. Proposed Scope of Work, Project Understanding and Approach

The Vendor must clearly explain its understanding of the project and how its solution is the best overall value to the District. This explanation shall include the overall solution and project approach. In

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maintenance that meets the requirements identified in this solicitation to include a detailed description/specification of the following. Pricing shall include all travel expenses.

- a. Modules for the District Office, Food Service Warehouse and School Sites
- b. Training Costs - On-Site Training Including training material and including all travel expenses
- c. Annual Maintenance
- d. Software License Renewals/Upgrades
- e. Setup and Installation
- f. Technical Support/Maintenance
- g. Additional Pricing

The District will not select this service on a low bid basis although the cost will be one of the factors considered in selecting a Vendor. The District reserves the right to negotiate final fees and scope of services with the selected Company. The Vendor shall indicate any additional work that it believes is needed and the cost of such work separately.

### H. Appendices

- Appendix I- Vendor Questionnaire
- Appendix II- References
- Appendix III- Technical Requirements
- Appendix IV- Cost Proposal
- Appendix V- Bidder's Assurance and Compliance
- Appendix VI- Non-Collusion Affidavit
- Appendix V /I-Conflict of Interest

## IX. EVALUATION CRITERIA

The committee, comprised of District employees and representatives, will review each submittal based upon the criteria listed below. The written evaluation will produce a list of the top rated proposals (short list) that will be selected for possible interviews. Respondents may or may not be interviewed and the District reserves the right to conduct interviews at its sole discretion. The short listed Vendors will be contacted by the Purchasing Director via telephone or e-mail to determine their interview date and time. Proposers should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend the interview may not be given a score which could jeopardize the Vendor's competitiveness. If

**X. TENTATIVE SCHEDULE OF EVENTS**

**SPACE INTENTIONALLY LEFT BLANK**

## **XII. APPENDICES**

Appendix I- Vendor Questionnaire

Appendix II- References

Appendix III- Technical Requirements

Appendix IV- Cost Proposal

Appendix V- Bidder's Assurance and Compliance

Appendix VI- Non-Collusion Affidavit

Appendix VII- Conflict of Interest

**APPENDIX I- VENDOR QUESTIONNAIRE**

VENDOR QUESTIONNAIRE FORM

1. Name of Company: \_\_\_\_\_

Trade Name (if different from Company Name) \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No (s). \_\_\_\_\_ Fax No(s). \_\_\_\_\_

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

a. If a Corporation, answer the following: When Incorporated: \_\_\_\_\_

What State: \_\_\_\_\_

b. If an Unincorporated Organization, answer the following: Date of Organization: \_\_\_\_\_

Names and addresses of City's or Members: \_\_\_\_\_

Type and State of Organization: \_\_\_\_\_

c. If a Partnership, state whether the Partnership is General or Limited: \_\_\_\_\_

Names and Addresses of City's or Partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Experience: a. How many years has this Bidder been in busine\_\_\_\_\_w010 ( m)14(t4.1 (dhg2\_\_\_\_\_)10 (\_\_\_\_\_)10 (\_\_\_\_\_



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b. Is this Bidder debarred by the Federal Government or by the State of South Carolina or by any other state, or by any town, city, or county? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

c. Has this Bidder ever had any judgments entered against it for breach of contract? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details: \_\_\_\_\_

\_\_\_\_\_

d. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. State approximate largest dollar volume of work performed by this Bidder in one year:

\_\_\_\_\_

10. List insurance coverage (attach certificate of insurance in required Project amount)

\_\_\_\_\_

11. Bonding reference: List Surety Company and highest coverage:

\_\_\_\_\_

12. Have you or your authorized representative, personally inspected the location of the proposed Work, and/or do you have a clear understanding of the requirements of the Bid Documents?

\_\_\_\_\_

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The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by the District in verification of this statement of contractor's qualifications. Also, if it is the apparent low Bidder, the undersigned hereby agrees to furnish the District upon request, a complete and current financial statement:

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

(Sign and Print Name)

Title: \_\_\_\_\_

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

**APPENDIX II- REFERENCES**

<b>REFERENCE #1</b>	
ENTITY NAME:	
ENTITY CONTACT:	
PHONE:	



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<b>GENERAL SYSTEM FEATURES</b>	<b>Mandatory Requirement</b>	<b>Optional</b>	<b>Page # in Proposal</b>	
No backups required at school site	X			

**POINT OF SALE**

**Mandatory  
Requirement    Optional    Page # in  
Proposal**

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Utility allows 'reclassification' of meals served with the incorrect eligibility status	X			
Charge Limits by Status	X			



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Scan and upload Household Applications		X		
Handles import of direct certification data	X			
Utilizes pre-loaded data from PowerSchool to minimize data input	X			
Accommodates all USDA designated categorical qualifications	X			
Letters in multiple languages, Spanish at a minimum	X			
Upon 'save', status is immediately updated at Point of Sale in real time	X			
Automated cross checking eliminates duplicate applications	X			
Handles variety of pay periods	X			
Accommodates start of year temporary status grace period and an automatic expiration utility	X			
User-defined 'no income' temporary period	X			
User defined verification: Basic, Alternate Random, Alternate Focused	X			
Complete audit trail of all activity	X			
Keeps 'archived' applications and allows easy access	X			
Maintains list of withdrawn, deleted and students not applying	X			
'As of' date tracking allows user to re-create historic information	X			
Expandable to accommodate scanning and internet applications	X			
Compliant with National School Lunch Program Reauthorization guidelines	X			
Ability to import and export reports	X			

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<b>ACCOUNTABILITY REPORTING</b>		<b>Mandatory Requirement</b>	<b>Optional</b>	<b>Page # in Proposal</b>
	Allows for manual adjustment of data, as appropriate	X		
	Tracks meals per labor hour		X	

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ance		X		
Sheet		X		
sts		X		
Costs		X		
D Summary	X			
ility		X		
st & Lunch Counts	X			
er Labor Hour		X		
sts		X		
Category	X			
y Management		X		

TRAINING & SUPPORT

Mandatory  
Requirement

Optional

Page # in  
Proposal

Page T



The following section is not required in a system at this time. The District would like to know if the system proposed has these functionalities. Please indicate below.

MENU PLANNING/NUTRITION ANALYSIS/PRODUCTION	YES	NO
Built upon USDA Approved CN Database		
Offers Nutrient Standard Menu Planning (NSMP) and Food based planning and tracking		
Includes complete analysis of all nutrients and/or items		
Pre-built USDA nutrient database including 10,000 ingredients & hundreds of recipes		
User controlled ingredients table, with analysis of fat, calories, sodium, etc.		
Includes SC Purchasing Alliance Bid Items		
Includes state approved SC production record		
Build and add custom recipes		
Facilitates menu costing		
Flexible recipe sizing		
Nutrient analysis by menu or daily		
Accommodates Hazard Analysis Critical Control Points guidelines		
Offers integration with inventory management module for automated usage tracking		
User defined cycle menus		
Menu calendars can automatically skip holidays and teacher work days		
Offers USDA formatted site based production record		

**APPENDIX IV- COST SHEET**

Module	Quantity	Unit Cost	Total Cost
Food Service POS System License	43		
Free & Reduced Online & Scanning Software	2		
Software Maintenance cost (YEAR 1) (includes all software update and support costs)			
All in one Touchscreen/ CPU combo with pre-loaded POS software	5		
Pin Pads	98		
Scanner with barcode reader			
Total Turnkey Price. This is the amount that will be evaluated			

Estimated Shipping Costs: \_\_\_\_\_

**OPTIONS:**

Additional Goods/Services	Cost
Additional Training:	
On Site (Per Day)	
On Site (Per Hour)	
Additional Site Installation	
Software Customization (Per Hour)	
Pin Pads	
Scanner	

Touchscreen Color Flat Screen Monitor 15"



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APPENDIX VI- NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached RFP:

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP:

(3) Such RFP is genuine and is not a collusive or sham RFP:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the District or any person interested in the proposed Contract; and

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The District, in its sole discretion, has the authority and responsibility to determine whether or not a conflict of interest or unfair competitive advantage exists, after a review of the relevant facts. I acknowledge and understand that if I or my company has an unfair competitive advantage or a conflict of interest; the District may withhold the award of this Agreement. Before withholding award on these grounds, an Offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

above.

Please check only one box below.

No known actual or potential Conflicts of Interest are subject to disclosure.

All identified actual or potential Conflicts of Interest and/or Unfair Competitive advantage(s) are stated below and submitted for further review by Rock Hill School District.

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6. I warrant that should I become aware of an actual or potential conflict of interest involving my company or sub-Contractor(s), if any, in performing the services under the Agreement or responding to this

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Solicitation, I will notify the District immediately. I also warrant that should I become aware of any competitive advantage that my company or sub-Contractor(s) have in responding to this Solicitation or providing services under an Agreement related to this Solicitation, I will immediately notify the District of the discovery of a possible competitive advantage. I understand and acknowledge that this obligation to inform the District of the discovery of a conflict of interest or competitive advantage is a continuing obligation and extends throughout the Term of the Agreement for this procurement.

7. By signing this statement, I certify for myself and on behalf of my company and any of my sub-Contractor(s) that I have and will comply with, and have not, and will not