

REQUEST FOR PROPOSALS

Nutrition Services Software Solution



Park Hill School District

Building Successful Futures • Each Student • Every Day

PARK HILL SCHOOL DISTRICT
Nutrition Services Department
9501 N Seymour Avenue, Kansas City, MO 64153
Phone: 816-359-4090
Questions: weavers@parkhill.k12.mo.us
REQUEST FOR PROPOSAL - Nutrition Services
Software

The Park Hill School District Nutrition Services Department will accept separate sealed proposals from qualified persons or firms interested in providing the following:

NUTRITION SERVICES SOFTWARE SOLUTION

IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

PROPOSALS MUST BE RECEIVED AND WILL BE OPENED AT 11:00 AM CST ON MARCH 27, 2020

PLEASE MARK YOUR ENVELOPE "SEALED RFP" AND RETURN 2 COPIES TO:

Park Hill School District Nutrition Services Department
9501 N Seymour Avenue
Kansas City, MO 64153
Phone: 816-359-4090

It is the responsibility of interested firms to check the District's website at:

http://www.parkhill.k12.mo.us/district_information/requests_for_proposal_and_bids, for any addendums

prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

BID NUMBER:	NS RFP 2021
QUESTION DEADLINE:	March 13, 2020
RFP RESPONSE DUE:	March 27, 2020 @ 11:00 AM

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than 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 in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

CHILD SUPPORT CERTIFICATION

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

CLEAN AIR AND WATER ACT

As required by USDA, the undersigned certifies the following:

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1990, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C.1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.

CIVIL RIGHTS/ ANTI-DISCRIMINATION

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 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.

ENERGY POLICY AND CONSERVATION ACT

The undersigned affirms this company recognizes mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

FELONY CONVICTION

“The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Bidder must be of lawful age to enter into this agreement. This bid is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud. No member of the Board of Education of the Park Hill School District, City of Kansas City, Missouri, County of Platte, nor any officer or employee or person whose salary is payable in whole or part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the services to which it is related, or in any portion of the profits hereof.

All employees and /or any subcontractor’s employees of said bidder must be lawfully present in the United States as required by MO Immigration Law HB1549.

.DEBARMENT AND SUSPENSION

As required by Executive Order 12549, the undersigned certifies the following:

The bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency according to Executive Order 12549 titled Debarment and Suspension.

The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted it at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons.

BYRD ANTI-LOBBYING AMENDMENT

As relevant, contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier- to-tier up to the non-Federal award. (31 U.S.C. 1352)

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the RFP is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by Park Hill School District, this RFP is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted RFP will be bidder responsibility.

Name of Bidder: _____

Primary Contact: _____

Email Address: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax:** _____

Taxpayer ID Number: _____

If Corporation – Date & State of Incorporation _____

I. BACKGROUND

Park Hill School District encompasses most of southern Platte County, Missouri, in the Northland region of the Kansas City Metropolitan Area. There are eight cities and towns that are partly or entirely within the district boundaries, including Parkville, Riverside, Weatherby Lake, Platte Woods, Lake Waukomis, Houston Lake, Northmoor and Kansas City, Missouri. Park Hill has three high schools, four middle schools, eleven elementary schools, a day school, and an early childhood education program.

SITES AND DEMOGRAPHICS

Site and Address
Chinn Elementary 7100 N Chatham Ave Kansas City, MO 64151
English Landing Elementary 6500 NW Klamm Dr Kansas City, MO 64151
Graden Elementary 8804 NW 45 Highway Parkville, MO 64152
Hawthorn Elementary 8200 N Chariton Kansas City, MO 64152
Hopewell Elementary 6801 N Line Creek Parkway Kansas City, MO 64151
Line Creek Elementary 5801 NW Waukomis Dr. Kansas City, MO 64151
Prairie Point Elementary 8101 NW Belvidere Parkway Kansas City, MO 64152
Renner Elementary 7401 NW Barry Rd Kansas City, MO 64152
Southeast Elementary 5704 NW Northwood Kansas City, MO 64151

Tiffany Ridge Elementary 5301 NW Old Tiffany Springs Road Kansas City, MO 64154
Union Chapel Elementary 7100 NW Hampton Road Kansas City, MO 64152
Plaza Middle School 6501 NW 72nd St Kansas City, MO 64151
Congress Middle School 8150 N Congress Ave Kansas City, MO 64153
Lakeview Middle School 6720 NW 64th St Kansas City, MO 64151
Walden Middle School 4701 NW 56 th St Kansas City, MO 64151
Park Hill High School 7701 NW Barry Rd Kansas City MO, 64153
Park Hill South High School 4500 NW River Park Dr Riverside, MO, 64150
Lead Innovation Studio 10150 N Ambassador Drive Kansas City, MO 64153
Russell Jones Education Center 7642 NW Waukomis Kansas City MO, 64151
Nutrition Services Office 9501 N Seymour Ave Kansas City MO, 64153
Gerner Family Education Center 8100 N Congress Ave Kansas City MO, 64153

II. TIMELINE

The timeline listed below is the District's estimation of the time required to complete the RFP process, make an award, and initiate services. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification	February 28, 2020
Question Cutoff date	March 13, 2020
Proposal Due Date	March 27, 2020 @ 11:00 A.M., CST
Interviews	At the discretion of the district
Board Approval	May 2020
Notice of Award	June 2020

III. SELECTION PROCESS

The proposals will be evaluated by a Selection Committee comprised of selected District personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Written Evaluations and Responsive Proposal Requirements

Members of the Selection Committee will review and rate each written evaluation and the responsive proposal requirements based on the following criteria:

- 5 – Fully Meets
- 4 – Meets, with minor gaps (no compromise required)
- 3 – Meets, with moderate gaps (some compromise required)
- 2 – Partially Meets (significant gaps, compromise required)
- 1 – Does not meet

Step Two: Short List Interviews and Final Scoring

The top rated proposals in step one will be selected (short listed) for interviews. Web based interviews may be conducted in order to make a final decision. The District will check references once a short list is determined. Reference check information is considered part of the interview process and incorporated into the firm's Experience & References criteria. Final scoring will be done during step two. The bidder with the highest point score will be awarded the bid.

Scoring criterion is as follows:

Cost	30
Experience & References	5
Software Support	10
Training	5
Ease of Data Input	5
Site Level Ease of Use	15
Back of House Ease of Use	15
Reporting Capabilities	10
Mobile App and Advanced Order Capability	5
Total Points	100

IV. RFP CONDITIONS

In submitting a response to this Request for Proposal, vendors hereby understand the following:

- A. Park Hill School District reserves the right to reject any and/or all proposals and responses to these and/or related documents, to accept any item(s) in the RFP's, and to waive any irregularity in the RFP's if determined to be non-responsive in any form, or if determined to not be in the best interest of Park Hill School District.
- B. Park Hill School District interprets the term "Lowest Responsible and Responsive Bidder" as requiring Park Hill School District to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which RFP is most suitable for its intended use or purpose. Park Hill School District can consider, among other factors, such things as references, past performance, the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which the RFP is received. RFP responses may be rejected if all specifications are not met.
- C. That Bidder, if an individual, is of lawful age and competent to enter into and perform the work contemplated and, if a corporation, is duly incorporated and authorized to do business in this state.
- D. That this RFP is presented without any understanding or agreement with any other person, firm or corporation providing a RFP for the same purpose. That this RFP is presented without any understanding or agreement with any other person, firm or corporation that such person, firm or corporation refrain from bidding and this RFP is in all respects fair and without collusion or fraud.
- E. That no member of the Board of Education of this District, nor any officer, employee or person whose salary is paid by said District, in whole or in part, is directly or indirectly interested in this RFP or any labor or material to be supplied under any contract or any portion of the profits.

- F. That the prices stated herein are net, exclusive of all federal, state and municipal sales and excise taxes.
- G. All questions regarding this RFP shall be submitted electronically, by date and time specified, to weavers@parkhill.k12.mo.us. The email must contain this bid number, name, date and numbered questions. Park Hill School District will not answer questions transmitted through facsimile or methods other than set forth in this paragraph. All questions will be answered in an addendum no later than March 13, 2020. Park Hill School District is not responsible for questions not received on or before the due date, including emails lost due to spam filters or technical issues.
- H. Proposals submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Proposal.
- I. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Park Hill School District in analyzing its proposal.
- J. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Proposal or purchase order, Park Hill School District may, by written notice, terminate the contract or purchase order.
- K. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens.
- L. The successful bidder will hold and save Park Hill School District, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Park Hill School District. Vendors working on Park Hill School District property or on behalf of Park Hill School District will be required to carry minimum insurance listed in this document.
- M. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to Park Hill School District inspection and approval at any time within 30 days after delivery.
- O. Contracts entered into based on submitted bids are revocable if contrary to law.
- P. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and Local laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).
- Q. The bidder responding to this RFP solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
- R. Unless specified elsewhere in the document, all prices quoted must be F.O.B. specified destination and will include all delivery, handling, and any other charges related to delivery including surcharges.
- S. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Proposal, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this RFP is based upon the terms, specifications, requirements, and conditions of the Request for Proposal documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
- T. It will be understood that any RFP and any and/or all referencing information submitted in response to this Request for Bid will become the property of Park Hill School District, and will not be returned. As an educational entity, Park Hill School District is subject to making records available for disclosure after Board of Education approval of the recommendation.
- U. Park Hill School District will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or

supplemental information provided, submitted, or given to Park Hill School District and/or its representatives. Further, Park Hill School District will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of Education has formally accepted a recommendation.

- V. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, or committee sanctioned by and/or governed by the Park Hill School District Board of Education. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that Park Hill School District may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
- W. Park Hill School District will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Missouri and any local resolutions specifically applicable to the purchase.
- X. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Missouri. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
- Y. Park Hill School District requests a just in time order process to alleviate storage issues and to ensure factory warranty stays engaged until products are installed.
- Z. If a current update to a product is available, please provide the current solution and note the change.
- AA. All associated costs required to complete the project as specified should be included in your final bid.

V. DATA SECURITY & PRIVACY PROVISIONS

In submitting a response to this Request for Proposal, vendors hereby understand that a contract may be established which includes the following Security and Data Stewardship Provisions.

- A. Security and Data Stewardship Provisions. Vendor shall maintain at all times reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable student or teacher data in its custody. Such safeguards shall include, at a minimum, the following: (1) encryption technologies to protect data while in motion or at rest; (2) guidelines for authorizing access to student information, including but not limited to the use of strict user login credentials and passwords; (3) adhere to privacy compliance standards, including but not limited to the latest recommendations of the International Organization for Standardization (ISO) and Payment Card Industry Data Security Standards (PCI DSS); (4) regular training of employees for complying with this agreement, including but not limited to FERPA, COPPA, and other applicable privacy laws; (5) regular updating and patching of network software, servers, and endpoint equipment; (6) regular penetration testing, vulnerability management, and intrusion prevention; (7) maintains all network equipment and devices in a secure facility; (8) performs regular backups and maintains redundant disaster recovery systems; (9) the monitoring and logging of all network activity; and (10) perform background checks on all personnel having access to District information. All District data and information collected and/or accessed under this agreement will be maintained and processed in compliance with relevant federal and state laws, regulations, and policies. Vendor shall perform, at least annually, a comprehensive

security audit of its network and systems, with such audit being performed by a reputable organization known to provide such services, and provide the results of each such audit to the District upon completion, but in no event later than thirty (30) days of the completion of each such audit.

- B. Breach response. In the event of a security breach or unauthorized disclosure of personally identifiable information, the Vendor shall: (1) pay all costs and liabilities incurred by the District related to the security breach or unauthorized disclosure including, but not limited to, the costs of responding to inquires about the security breach or unauthorized disclosure, of notifying subjects about the breach, of mitigating the effects of the breach for the subjects, and of investigating the cause or consequences of the security breach or unauthorized disclosure, and correcting or remedying each such cause. Vendor shall notify the District within a commercially reasonable time, but in no event later than thirty (30) days after discovering a breach or unauthorized disclosure. Vendor shall cooperate with District as reasonably requested in preparing and sending notifications to subjects of the breach.
- C. Collection Provisions. Prior to Vendor collecting and/or gaining access to any education records under this agreement, Vendor shall provide District with its then-existing breach-remediation plan, and such plan shall be approved by the District prior to collection and/or access to any education records.
- D. Data Use, Retention, Disclosure, and Destruction Provisions. Vendor shall destroy all personally identifiable information, including metadata and all backups, in its custody upon request and/or at the termination of this agreement, and provide certification to District of same; provided, however, that prior to doing so, the Vendor shall be given the opportunity to receive any such information in a format decided by District upon its reasonable request. Any information collected by the Vendor

during the term of this agreement shall not be used by or disclosed to any third party for the purposes of any commercial use, including but not limited to, advertising, marketing products or services, compilation of lists (whether data is aggregated or not) for sale or rental, analyzing or assessing data collected or accessed, development of future products or services, or creation of individual, household, or group profiles. Vendor acknowledges and agrees that at all times during the term of this agreement, the District maintains ownership and direct control of all data collected or accessed under this agreement, including metadata, the Vendor may be collecting or accessing, and that Vendor does not own, nor does it acquire any right or license to the data other than as necessary to perform its obligations under this agreement. All information collected by Vendor under this Agreement shall be maintained separately from and not co-mingled with any data of any other person. Vendor shall provide to District a breakdown of all types of student information it collects, how it uses such information, and any disclosures and to whom of such information at least annually to District. Not limiting any of the foregoing, the Vendor shall not use any information it collects under this agreement for any use except as necessary to fulfill its obligations under this agreement or otherwise authorized by the District.

- E. Data Access Provisions. Vendor shall facilitate the inspection, review, access, and amendment of student information in its custody by parents and/or eligible students. Requests for access, inspection, and review of student information shall be provided through the District, unless otherwise agreed to, to the requesting parent and/or eligible student in accordance and within the timeframes established under FERPA, as amended. Only authorized persons of Vendor shall have access to information collected by Vendor under this agreement, and then only when necessary to provide the services hereunder.
- F. Modification, Assignment, Duration, and Termination Provisions.
 - a. Modification. This agreement may not be altered, amended, or modified in any way except by a writing signed by the parties hereto.
 - b. Assignment. Vendor shall not subcontract, delegate, assign, or otherwise transfer any of its obligations or rights under this agreement unless such third-party agrees to be bound by terms no less restrictive than those contained under this agreement, and prior approval is provided by District to Vendor.
 - c. Termination for Insolvency. In the event Vendor is acquired or becomes insolvent, is adjudged bankrupt, makes an assignment for the benefit of its creditors, has its business placed in the hands of a receiver or trustee, or otherwise defaults on any of its financial obligations, Vendor shall provide immediate notice of same to District, and District may, upon written notice, immediately terminate

and, in addition to any other right or remedy available to District, demand the return of all District data and information, and receive any assistance, as reasonably requested by District, to help in the transfer and setup of alternative services at no additional cost to District **[or in the alternative and if applicable, can have an escrow setup: Vendor agrees to place all source code associated with Vendor Software (“Source Code”) in a third-party escrow arrangement with a designated escrow agent who shall be named and identified by Vendor and agreed to by District, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to District. In the event that the Source Code is released to District pursuant to the terms hereof, District shall be entitled to, and Vendor hereby grants to District, a perpetual, royalty free, use and access license to the Source Code, and furthermore, upon said release, District shall have the right to modify the Source Code in its sole and absolute discretion, and all such modifications and derivative software products will solely belong to District.]**

- d. Termination for Breach. District may terminate this agreement at any time upon thirty (30) days advance written notice if Vendor violates or breaches any provision of this agreement, including but not limited to any provision of applicable law.

G. Insurance, Indemnification, Reps and Warranty Provisions.

- a. Insurance. During the term of this agreement and for a period of at least one (1) year thereafter, Vendor shall maintain the following types and minimum amounts of insurance coverage: (a) commercial general liability insurance (including contractual liability, bodily injury, property damage, and personal injury) with a combined single limit of not less than \$2,000,000 (per occurrence) and \$5,000,000 (aggregate); (b) professional liability insurance covering the errors and omissions of its employees providing professional or technical services with a coverage limit of not less than \$2,000,000 per person/occurrence; (c) data security/breach insurance covering liability for unauthorized access to, breach of, or use of information collected or accessed by Vendor under this agreement with a limit of not less than \$2,000,000 per claim and \$5,000,000 in the aggregate; and (d) workers’ compensation insurance complying with the coverage limits

and in all other respects with applicable state workers’ compensation laws covering its employees and/or agents for work related injuries suffered by such employees and/or agents. Vendor shall maintain all of the foregoing policies of insurance with reputable carriers and shall, on an annual basis, furnish District with certificates of insurance evidencing their terms of coverage. All such insurance policies shall be written as primary coverage and not contributing with or in excess of any coverage that District may carry. Vendor shall cause District to be added as an additional insured, as its interests may appear, on all such insurance policies.

- b. Indemnification. Vendor shall indemnify and hold harmless District from and against any and all losses, expenses, damages, liabilities, and obligations, including, without limitation, reasonable court costs and attorneys’ fees

(collectively, “Losses”) suffered or incurred by District to third parties if and only to the extent that (i) such Losses are directly caused by the Vendor’s negligence or intentional misconduct, or by the Vendor’s breach of its representations, warranties, or covenants in this agreement, or (ii) such Losses arise out of injury or death to persons, or infringement upon or violation of any patent, copyright, trade secret, or similar proprietary right of any third party, or any theft or misappropriation of personal confidential data with respect to information Vendor collects or accesses from District under this agreement.

- i. Data Breach Indemnity. Notwithstanding any provisions of this agreement to the contrary, Vendor shall be responsible for all costs and expenses related to any such notifications and other associated costs (e.g. costs of credit monitoring services offered to individuals whose information was affected, legal fees, call center services, forensics services, and similar remediation costs) as a result of any data breach or unauthorized disclosure by Vendor. The remedies set forth herein shall be in addition to any other remedies available to District at law or in equity.

c. Representations and Warranties. Vendor agrees, represents, and warrants that at all times during this agreement, it:

- i. will at all times comply with applicable federal, state, and local laws, including but not limited to FERPA,
COPPA, and PPRA;
- ii. it will abide by all District rules, policies and procedures;
- iii. it will not use and will limit access to information collected by Vendor under this agreement only to those authorized persons of Vendor as necessary to provide the services hereunder;
- iv. that the services will be free of substantial defect and be performed in a professional and workmanlike manner, and substantially in accordance with the descriptions for such services;
- v. the services to be provided hereunder do not infringe any third-party intellectual property rights; the services are free from viruses, back doors, time bombs, drop dead devices, Trojan horses, worms, and other destructive or malicious code and routines designed;
- vi. it will use reasonable efforts to maintain, secure, and protect the information and data collected and accessed by it;
- vii. it has the requisite corporate or limited liability company right (as applicable), power and authority to enter into, and perform its obligations under this agreement;
- viii. entering into this agreement and performing as contemplated hereby will not breach, conflict with, or constitute a default under any other agreement, arrangement, or instrument; and
- ix. it has the full and exclusive right necessary to grant all licenses, access, and other rights granted herein, and to fulfill its obligations under this agreement.

H. Scope and Other Terms. Vendor shall provide advance written notice to District of any changes to Vendor's policies or practices that affect its obligations under this agreement, and such changes shall be approved by District before any changes go into effect. All District policies and terms of service are hereby incorporated into this agreement. No unapproved Vendor policy or terms of service shall govern the use of Vendor's service, whether or not agreed to by a student, teacher, or other unauthorized District personnel, nor shall any unauthorized District personnel be able to bind or otherwise modify this agreement. Any conflicting terms between this agreement, District policies, or other Vendor policies (if approved by District), including any terms of service or other policy that must be approved by a user to access the Vendor service, shall take priority as follows: District policies, this agreement, and approved Vendor policies.

I. Service Level and Support. Vendor shall abide by its service level commitments attested to and maintain adequate support personnel to effectively provide assistance to District and meet its commitments under this agreement.

J. Governing Law. This agreement shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the State of Missouri, without regard to any choice of law rules.

K. De-identification of Data. Vendor may, upon prior written consent of District for each such use, use information collected or accessed by it under this agreement if, and only if, Vendor de-identifies the information so that the information is no longer connected or capable of being connected to an individual student or person. The de-identification process shall be provided to and approved in advance by District prior to any such use or de-identification.

VI. PROJECT OVERVIEW & REQUIREMENTS

The Park Hill School District is accepting proposals for a software solution to be used at 20 school sites, as well as the Nutrition Services department. The core purpose of this system is to provide management of Nutrition Services inventory, ordering, recipes, production, nutritional assessment, menu planning and bidding.

REQUIREMENTS AND SUPPLIER CAPABILITY

RESPONSE KEY

- YES Yes, this feature is available as part of the standard package
- YES-P Yes, only partially
- YES-C Yes, this feature is available but requires customization
- FR This feature will be available in a future release (within the next 6 months)
- NO This feature is not available in the system
- N/A Not applicable

Please provide as much information as possible in the details section of the requirements.

Technical Requirements	Response	Details
Single Sign-on/SAML for staff		
Accepts PHSD data privacy agreement		
SFPT secure file transfer		
Secure API integration with Infinite Campus (future)		
Cloud Based		
Inventory Requirements	Response	Details
Ability to enter inventory item only once in software		
Ability to select our own Park Hill inventory/item numbers		
Ability to add multiple vendors for a product		
Ability to add vendor item number for ordering purposes		

Ability to include vendor pack size		
Ability to include manufacturer's code		
Inclusion of product GTIN number and barcode		
Identification of allergens (top 8) with ability to customize		
Ability to scan and attach a manufacturer's product label		
Ability to upload an item photo		
Ability to customize increments of pack size, serving size, recipe size, etc. that would also be used in a recipe		
Ability to express ingredients interchangeably by weight or volume		
Ability to enter pricing updates and schedule an effective date. Current pricing must remain visible until a scheduled update.		
Ability to include current price and commodity allowance		
Ability to customize categories, i.e., breakfast, grain, poultry, etc. and customization of same		
Ability to add storage location, i.e., dry, frozen, cooler		
Item ordering customizable by elementary, middle, high school and warehouse		
Ability to add a substitution to an inventory item		
Ability to inactivate or delete an item no longer being used		
Ability to maintain a history on an inventory item (price, pack size changes, etc.)		

Provides a gram and ounce conversion		
Ability to transfer products between schools		
Ability to withdraw items from inventory		
Software to have a Central Warehouse Module		
Electronic inventory capabilities, i.e., scanners to inventory by barcode		
Inventory software app		
Inventory item changes will automatically update throughout the system (production, recipes, etc)		
Ability to convert a manufacturer serving size to the district's serving size		

Nutritional Requirements	Response	Details
Ability to include nutritional for each inventory item		
Ability to scan a PDF for each item to populate nutritional		
Ability to convert nutritional value by changing serving size		

Recipe Requirements	Response	Details
Ingredients will pull from inventory into recipe with no additional data entry required		
Ingredient units may be easily modified from weight to measure during recipe creation; and grams to ounces		
Recipes can be deleted or archived		

Recipes can be sorted/searched by one word tags without using entire name		
Ability to sort recipes into customizable categories		
Ability to customize the “menu name” without changing the database name of that item		
Recipe names can be changed		
Recipe serving size can easily be adjusted		
Software will calculate servings yield		
Recipe yield can be modified for servings needed		
Ability to track multiple serving sizes on each recipe. System should automatically recalculate nutrients based on the weight or volume of that serving size		
Software provides ability to copy/clone a recipe and adjust for grade level variations		
Recipe instructions can easily be added or modified		
Ability to drag and drop to change the order of recipe steps		
Ingredients in a recipe may be easily modified without creating a new recipe		
Recipes must include meal contributions (meats, grains, etc.)		
Recipes must include HACCP instructions and ability to track same		
Recipes must include ability to calculate shrinkage of product and provide edible portion yield, i.e., ground beef		
Recipes must include cost per serving		

Recipes must be able to easily link to production		
Recipes must include serving utensil size or scaling information		
Recipes must calculate nutritional values		
Recipes must have a section to input serving instructions and serving line set up instructions and the ability to attach a picture or diagram		
Software must allow the ability to search recipes by an ingredient		
Software must provide find/replace feature for recipe ingredients		
Must include a text box to easily add notes to a recipe		
Printed recipes must automatically scale to include the smallest prepared quantity, i.e., if a pan yields 12 servings and the user requests a recipe yield of 100, the system will automatically scale to 108 servings to accommodate the nearest whole pan		
Recipe must automatically display the allergen information entered for each ingredient		
Ability to search recipes by allergens		
Menu Planning Requirements	Response	Details
Ability to copy menu plans		
Ability to delete all current content on days receiving copied menu plans		
Provide a month calendar view of menu plans that show day-by-day compliance and week-by-week compliance on the same screen		

Provide a daily worksheet that analyzes the offered menu.		
Worksheet must automatically update as changes are made; and automatically save		
Nutritional analysis comparing total daily amounts, daily targets, weekly averages and weekly targets for calories, % of calories from saturated fat and sodium		
Meal pattern analysis comparing total daily amounts, daily targets, weekly totals and weekly targets for all meal components required		
Targets in compliance must be highlighted in green; those out of compliance highlighted in red		
Identifier that shows the compliance of every day that week		
A link to each recipe on the menu plan		
Ability to rearrange the menu plan by dragging and dropping		
Ability to deactivate or delete a menu plan		
Ability to delete recipes from a menu plan		
Ability to add recipes through a smart search by a complete or partial recipe name, meal contribution or item tag		

Production Requirements	Response	Details
Recipe name and/or number shown		
Each ingredient required for the recipe is shown		
Allows the entry or modification of serving size		

Recipe shows if item is served hot or cold		
Ability to categorize by department (main dish, salads, baking)		
Software would project amount needed of each ingredient		
Ability to insert the amount produced		
Ability to insert the amount used		
Ability to insert amount left over		
Ability to include spoilage, damage, discard, recall, etc.		
Must calculate shrinkage during preparation (i.e., ground beef)		
Ability to include meal contribution		
Production records must pull automatically from menu plan assigned to that day		
Include the actual cost of an entree, as well as the weighted cost of all entrees served per day		
Ability to print a production worksheet		
Ability to automatically generate all recipes listed on a production record at the same time with just one click. Recipes must be automatically scaled to the servings predicted on the production record		
Provide available inventory on the production record		
Production records must automatically forecast planned quantities based on previous production records		
Ability to see originally planned servings even after overriding		

them with the actual prepared amount		
Ability to delete recipes from a production record and/or add recipes through a smart search		
All changes must be shown in real time across all platforms, including online menus and menu boards		
Provide a link to all recipes		
Ability to add food items to the production record at the site level		
Ability to log temperatures throughout the process		
Recorded temperatures print on production records		
Must support an optional temperature probe, which is app based and wireless		
Temperatures must be automatically logged on the production record and allow recording at any number of control points for multiple batches of an item		
Must provide real time feedback if a safe temperature is not found		
Must support fully customizable HACCP measures		
Production records must interact with inventory module		
Ability to designate a storage location for leftovers on production record		
Ability to include pan, prep and utensils sizes		
Ability to reorganize a production record by drag and drop		
Ability to add notes to a production record		

Order Placement Requirements	Response	Details
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Ability to set specific delivery dates for a vendor		
Ability to select date for orders so that orders can be placed at any future date		
Ability to lock orders from changes once an order has been placed		
Ability to electronically transmit orders to vendors		
Ability to receive orders (with or without existing orders in software)		
Ability to print orders		
System retains the date the order was placed and tracking of order changes		
Provide warehouse module so products can be housed and ordered		
Ability to set permissions for district level approval of orders		
Ability to auto generate orders based on production record and quantities on hand		
Ability to print receiving tickets and orders		
When receiving, must be able to add products, change quantities, change price, change total of invoice, and add notes		

Reports Requirements	Response	Details
Software must provide outstanding reporting system within each module, with the option of easily customizing reports		
Ability to create new reports as needed		

Customer Service Requirements	Response	Details
Must provide outstanding customer service with quick response time to issues		
Customer service to provide immediate communication when outages or issues occur		
Provide a dedicated customer service contact who is familiar with all aspects of the software		

Bid and Asset Module Request	Response	Details
Software bid module that is easy to use not only for the prime vendor, but for all bids within the department		
Ability to create bid templates and easily modify standard bid documents		
Ability for vendors to electronically return sealed bids		
Software asset module for tracking equipment, i.e. purchase cost, depreciation, repairs, etc.		
Software to track refrigeration temperatures/alarms or could integrate with such software		
Software to track food temperatures and log this within production		

¹Infinite Campus is our database of record for all students enrolled at Park Hill. For more information, visit their website: <https://www.infinitecampus.com/>

²PrimeroEdge is the point of sale transaction software for Park Hill School District. For more information, visit their website: <http://www.primeroedge.com/>

VII. PROVIDER QUALIFICATION

ABOUT THE PROVIDER

Please supply a brief description of your company, including the number of years in operation and the number of employees.

Click here to enter text.

INDUSTRY EXPERIENCE

Please describe your experience in providing Nutrition Services Software Solutions.

Click here to enter text.

RESEARCH AND DEVELOPMENT

Please describe what resources your company invests in research and development of your product(s).

Click here to enter text.

PRODUCT UPDATES

Please describe your current product update methodology. Please make sure you include frequency of updates, customer impact and examples of recent enhancements.

Click here to enter text.

DIFFERENTIATION

Describe what you think differentiates your organization from other industry providers.

Click here to enter text.

PROPOSED PROJECT TEAM

Please provide information about the implementation team and departments involved in delivering the proposed solution to the Park Hill School District.

Click here to enter text.

OTHER PRODUCTS AND SERVICES

Please list and briefly describe any products and services that you provide outside of your proposed Nutrition Services Software Solution.

Click here to enter text.

CUSTOMERS

Please supply a sample list of similar active clients.

Click here to enter text.

PARTNERING

Provide the names of any partners and/or subcontractors relevant to this RFP. Please describe their role in the response.

Click here to enter text.

VIII. PROPOSED SOLUTION

PRODUCT

Product name	Click here to enter text.
Brief description	Click here to enter text.
Current version	Click here to enter text.
Year released	Click here to enter text.
Hardware Requirements	Click here to enter text.

SECURITY AND COMPLIANCE

Please describe your security model and compliance procedures in detail.

Click here to enter text.

CUSTOMIZATIONS

VARIED OR ADDITIONAL OPTIONS

Describe any proposed additions or variations to the solution presented.

Click here to enter text.

LICENSING

Please describe your licensing model.

Click here to enter text.

IX. IMPLEMENTATION

IMPLEMENTATION PLAN

Provide a plan outlining the likely timeline for implementation, including meetings to discuss progress.

Click here to enter text.

TRAINING

Please describe the training procedure for each group of users.

Click here to enter text.

SUPPORT SERVICES

Please describe the technical support processes and the options available for your proposed solutions. Outline your escalation process and typical response times. Attach your recommended service-level agreement to the supporting documents section.

Click here to enter text.

X. PRICING

Please supply all costs required to meet the base bid of the project, including any available discounts. List all costs as separate line items. Please provide supplemental pricing materials if necessary.

INITIAL COSTS

Please supply a list of all initial costs required to meet the base bid of the project, including any available discounts. List all costs as separate line items.

Description	Cost
TOTAL	

XI. SUMMARY

Number of calendar days for delivery after receipt of Purchase Order: _____

In submitting a response to this document, the vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature: _____

Title: _____

Printed Signature: _____

Date: _____