

# REQUEST FOR QUOTES



## FOOD SERVICES POINT OF SALE SYSTEM FOR MCHENRY COUNTY COLLEGE

**RFQ07032012**

**Issue Date: June 21, 2012**

**RFQ Response Deadline: July 3, 2012**

McHenry County College  
8900 US Highway 14  
Crystal Lake, Illinois 60012-2761  
Telephone: (815) 455-3700

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## 1.0 GENERAL REQUIREMENTS

- 1.1 Introduction:** McHenry County College (hereinafter “MCC”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit bids to supply a *Food Service Point of Sale System*. A more complete description of the supplies and/or services sought is provided in the Bid Specifications of the RFQ. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFQ will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFQ, and may not be utilized by the vendor to contest a decision or understanding with MCC.

- 1.2 Background:** McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago, the college is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The college has one campus. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012, with an additional corporate training facility at the Shah Center in McHenry, IL.

**About Food Services Department:** MCC Food Services operates a full service cafeteria and vending services at its main campus in Crystal Lake, Illinois. Catering services are provided to campus departments and community groups as needed which handles an average of three (3) departmental events per day. The main cafeteria typically handles an average of 800-900 transactions per day with two cash registers, and operates Monday thru Thursday between 7:30am and 7:00pm, and Fridays between 7:30 am and 1:00 pm. The Food Services Department provides hot lunch and snack services to our Children’s Learning Center Monday - Friday. Staffing consists of three (3) full-time and 11 part-time employees.

**Overview of Current System:** Currently all transactions in the cafeteria are handled as cash, credit, or debit and antiquated models of electronic cash registers and weight scales are used that have no POS capabilities. All transactions for catering services are processed and handled manually, and are invoiced and tracked using Excel spreadsheets. Payments from the various departments for catering services and Children’s Learning Center are handled manually as internal transfers.

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**1.3 Contact Information/Bid Submission:** The contact, identified below, is the sole point of contact regarding the RFQ from the date of issuance until selection of the successful vendor.

Jennifer Jones  
Director of Business Services  
McHenry County College  
8900 US Highway 14  
Building A, Room 246  
Crystal Lake, IL 60012  
Email: jjones@mchenry.edu

**1.4 Minimum Bidder Qualifications:** The following minimum qualifications must be met by each bidder: The Bidder shall have previous experience in providing POS Systems and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.

**1.5 Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues RFQ RFQ also listed at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	June 21, 2012
Last Day to Submit Questions Submit all questions to <a href="mailto:jjones@mchenry.edu">jjones@mchenry.edu</a>	June 27, 2012
Response to Vendor Questions listed by Addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	June 28, 2011
Quote End Date	July 3, 2012
MCC Evaluation Team Reviewed by	July 12, 2012
Recommendation to Board of Trustees	July 26, 2012
Notification of Award by	August 31, 2012
Contract Start Date	TBD by Project Manager
Project Manager Contact	Dale Naleway, 815-455-8789

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## 2.0 BID SUBMISSION

- 2.1 Examination of Solicitation Documents and Explanation to Bidders:** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission:** The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope and nature of the project requirements. **Faxed Bids ARE NOT acceptable.**
- 2.3 Interpretation or Representations:** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 Addenda:** The only method by which any requirement of this solicitation may be modified is by written addendum. All addenda to the bid document will be listed at [www.mchenry.edu/bid](http://www.mchenry.edu/bid). MCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Addenda shall be acknowledged by signature and included with the bid submission.
- 2.5 Bid Preparation Costs:** The costs for developing and delivering responses to this RFQ are entirely the responsibility of the bidder. The University is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
- 2.6 Cancellation of RFQ:** If the Director of Business Services determines that it is in MCC's best interest, he/she reserves the right to do any of the following:
- Cancel this RFQ
  - Modify this RFQ in writing as needed
  - Reject any or all proposals received in bid to this RFQ
- 2.7 Accuracy/ Withdrawal of Proposals Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of ninety (90) days subsequent to the opening of the Bid without the prior written approval of the Director of Business Services of McHenry County College.
- 2.8 Evaluation:** In evaluating the bids submitted, MCC will apply the "Best Value" standard in selecting the vendor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be

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made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or “best value” to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:

1. The quality and range of services the firm proposes to provide.
2. Prior, equivalent work experience within higher education.
3. The ability to provide service in an expedient and efficient manner.
4. The firm’s overall experience, reputation, expertise, stability and financial responsibility.
5. The extent to which the goods or services meet MCC needs.
6. The experience and qualifications of the staff that will be assigned to service MCC’s account.
7. The provider’s ability to assist MCC in meeting the overall goals of RFQ.
8. The firm/vendor locale.
9. The firm/vendor’s past relationship with MCC, if any.
10. Any other relevant factor that a business entity would consider in selecting a firm/vendor.

- 2.9 Award of Contract:** MCC reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the College. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered. In the event two bidders have submitted equal values for items listed, the in-district bidder will be given preference, everything else being equal.

The successful bidder will be notified within three business days by email or telephone of their award of contract following the Board of Trustees meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. This bid will be awarded in its entirety to one vendor. MCC reserves the right to make moderate quantity alterations to conform to budget limitations.

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**3.0 INSTRUCTION TO BIDDERS:** Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

**3.1 Bid Format and Content:** In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

1. **Cover Letter.** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this RFQ and will comply with all the provisions of this RFQ** and should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used.
2. **Experience & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this RFQ by providing the following:
  - A description of Bidder's experience as required in this bid.
  - Relevant samples/portfolio of related work, preferably in higher education.
  - Staffing and operational plan for this contract, including use of any subcontractors and description of equipment to be used.
3. **Biographies of the Account Team.** Bidders must include the biographies of the account team who will be assigned to the project.
4. **Pricing.** All pricing should be inclusive of all related fees, costs, etc.

**3.2 Packaging of Response:** Please submit (1) original and (3) copies of the bid. The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:

- Bidder's complete name and address
- Solicitation Number
- Bid Due Date and Time
- Sealed Bid

**3.3 Late Bids:** *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

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- 3.4 Bidder's Signature:** The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.
- 3.5 Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late.
- 3.6 Responders' Costs:** The cost of developing a bid for this RFQ belongs solely to the bidder and may not be charged to MCC.
- 3.7 Term of Contract:** To be determined.



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#### 4.0 GENERAL TERMS AND CONDITIONS

- 4.1 Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
- 4.2 Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
- 4.3 Material Safety Data Sheets:** In compliance with the “Toxic Substance Disclosure to Employees Act” (P.A.83-240) vendor must provide Material Safety Data Sheets (MSDS) within 30 days of shipment of any and all hazardous substance ordered on this purchase order. All MSDS sheets must be sent to the Purchasing Office.
- 4.4 Recycled Materials:** McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Contractors are encouraged to offer products with recycled content which meet specifications conforming to Illinois State Statute 20/30.1 pertaining to public community colleges.
- 4.5 Right to Cancel:** MCC may cancel contracts resulting from this RFQ at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
- 4.6 Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.
- 4.7 Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, “Proprietary Information.” The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.
- 4.8 Negotiation:** MCC reserves the right to negotiate all elements, which comprise the bidder's proposal to ensure the best possible consideration, be afforded to all concerned. MCC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of MCC.

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- 4.9 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
- 4.10 Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on MCC's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. **The successful bidder shall provide a certificate of insurance naming McHenry County College as additional insured.**
- 4.11 Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- 4.12. Successors and Assigns:** Contractor shall not assign any rights under or interest in the contract award without the prior written consent of the Owner. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 4.13 Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.
- 4.14 Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
- 4.15 Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.
- 4.16 Equal Employment Opportunity:** To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance or Non-segregated Facilities. Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.
- 4.17 Prevailing Wage Law:** The Illinois Prevailing Wage Act, 820 ILCS 130/01 et.seq. shall be mandatory for all contractors and subcontractors who are hired by the College. The Act

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requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the prevailing rate of wages in the county where the work is performed. The Illinois Department of Labor periodically determine what rate is in various locales throughout the State, Illinois Prevailing Wage Act, June 26, 1941, as amended, being Section 39A-9 of Chapter 48 of the Illinois Revised Statutes, 1977.

- 4.18 Web Accessibility:** As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>

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## 5.0 SCOPE OF WORK

McHenry County College is seeking quotes from restaurant Point of Sale vendors interested in providing and setting up a POS system for the MCC cafeteria. The overall proposal will not only include hardware, but the setup, training and ongoing support of the software used for the system. The proposal must clearly show total cost of ownership for the first three years. The following details provide essential requirements to the system and proposal.

### *To be provided by vendor*

**Server based restaurant POS system** – the system will consist of two touch screen terminals with the following required functionality

- Built in credit card readers
- Change drawers
- Customer Price Read-out
- Automatic change Machines
- Receipt printer
- Bar Code Scanner
- Allow Use existing of scales and stands
- Include all programming/initial programming

The database for the system will exist separately from the terminals on a server (preferably virtual) located in Information Technology.

**5.1 Compliance Requirements** - The system will meet PA-DSS (Payment Application Data Security Standard) guidelines and PCI compliance required by the college for the secure transmission of credit card information.

**5.2 Future integration with Campus ERP** - It is essential that the system proposed run a SQL based database to integrate with our Datatel Colleague ERP system for accounting purposes. Systems that are selected as final candidates will be contacted for demo hardware and software, so that Datatel specialists can test integration abilities of the product.

**5.3 Power Protection** – Uninterruptable Power supplies will be provided by the vendor for the terminals. Power conditioning may not be necessary, but include only if required.

**5.4 Support** – Fill out “Installation and Support section in Appendix B. *Summary:* The POS system chosen for the MCC Cafeteria will be a mission critical system to our Food Services operation. With that in mind, the system proposed must clearly detail the hardware and software support provided. Be sure to include redundant hardware, if necessary to assure system uptime, support call costs, any technician travel time costs and service contract costs. Clearly define any service level agreements, (SLA’s) including guaranteed response time, provided over the first three years. Any software assurance costs needed to keep software up to date must be included as well.

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- 5.5 In-Person Setup and Training** - It is essential that the setup and configuration of software be completed in-person. In-person training must be provided to the cafeteria staff so they have a complete understanding of how to start using the system effectively. Information Technology staff will be available to assist with software installation and can setup the hardware.
- 5.6 Warranty** – Fully describe the warranty as it applies to each piece of hardware and software.
- 5.7 Support for Virtualization** – It would be desirable for the system proposed to be able to run the server in a virtualized server environment. MCC is running a VMware ESX 4.1i environment.

*To be provided by McHenry County College*

- 5.8 Data and power wiring**- All necessary cat 6 data wiring and terminations will be in place. Isolated ground dedicated 20A circuits will be provided at the terminal locations.
- 5.9 Switching Infrastructure** – Data networking will be provided through the existing LAN infrastructure, which consists of Enterasys layer 3 switches. Access to the internet will be provided.
- 5.10 Physical setup** – McHenry County College IT staff will be available to do the physical setup of all hardware, and assure that network and Internet connectivity is established.

*Items to discuss with Information Technology and Food Services*

- The ability to deliver system capabilities through our Aruba enterprise wireless (Wi-Fi) system.
- Any abilities of system to setup a remote location off-campus, such as at a banquet hall.
- A full clarification of the daily backup procedure of database, and costs associated with any hardware and media required.
- The abilities of the system to create student based gift cards/swipe cards and costs associated with that.
- The abilities of system to work with existing scales and automatic change machines at the terminals.
- A bump bar system and kitchen printer is **NOT** within the scope of this project.

## **6.0**

# **ATTACHMENTS**

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**CONTRACTOR CERTIFICATION**  
Illinois Revised Statute 1987  
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

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

By \* \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

\* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once an INVITATION FOR BID for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

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BID SUBMISSION FORM

**Bid Submitted By and Authorized Signature:** The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document unless otherwise marked and listed in the "exception to bid" section.

Bid Submitted by: \_\_\_\_\_

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

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

- The Owner/  
Sole Proprietor       Member of the  
Partnership       Officer of the  
Corporation       Member of the  
Joint Venture

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

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

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

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

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

Fax: \_\_\_\_\_

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

Contract Person: \_\_\_\_\_

FEIN: \_\_\_\_\_





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**REFERENCE LIST**

List four companies, colleges/universities preferred, to whom your company has sold and installed comparable products within the last three years:

1. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_
  
2. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_
  
3. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
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\_\_\_\_\_  
PHONE: \_\_\_\_\_
  
4. NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
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