

TIPS VENDOR AGREEMENT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210903 Cafeteria Point of Sale

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **three (3)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **three-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **three years**.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member’s property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member’s discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor’s Resellers as Related to This Agreement

Vendor’s Named Resellers (“Resellers”) under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor’s Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210903 Cafeteria Point of Sale

Company Name PCS Revenue Control Systems, Inc

Address 560 Sylvan Avenue


City Englewood Cliffs State NJ Zip 17632

Phone 800 247 3061 Fax 201 568 5681

Email of Authorized Representative david@pcsrcs.com

Name of Authorized Representative David Yaniv

Title General Manager

Signature of Authorized Representative 

Date 09-23-21

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 11/18/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210903 Addendum 2
PCS Revenue Control Systems, Inc.
Supplier Response

Event Information

Number: 210903 Addendum 2
Title: Cafeteria Point of Sale
Type: Request for Proposal
Issue Date: 9/2/2021
Deadline: 10/19/2021 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

PCS Revenue Control Systems, Inc. Information

Address: 560 Sylvan Avenue
Englewood Cliffs, NJ 07632
Phone: (201) 568-8300
Fax: (201) 568-8381
Toll Free: (800) 247-3061
Web Address: www.pcsrcs.com

By submitting your response, you certify that you are authorized to represent and bind your company.

David Yaniv
Signature

david@pcsrcs.com
Email

Submitted at 10/19/2021 7:24:42 AM

Requested Attachments

Agreement Signature Form

signed 210903 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210903 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

210903 Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

PCS Product Catalog -TIPS 2021-22.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

Hardware_Warranty_Statement.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

signed 210903 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

210903 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

PCS_Feature_Sheet_Packet.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

PCSLogo.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

signed CERTIFICATION OF CORPORATE OFFERER FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

signed 210903 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

PCS-W9_Form_2021.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
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2 Yes - No
Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.
Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No
The Vendor can provide services and/or products to all 50 US States?

4 States Served:
If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:
This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

6 Primary Contact Name
Primary Contact Name

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Primary Contact Email

9 Primary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

10 Primary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9148065595"/>
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Lauren Vanover"/>
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1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Sales Manager"/>
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1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="laurenv@pcsrcs.com"/>
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1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002473061"/>
----------------------	--

1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Terri Moreno"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="Terri@pcsrcs.com"/>
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2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2015688300"/>
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2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Terri Moreno"/>
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2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="Terri@pcsrcs.com"/>
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2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2015688300"/>
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2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="https://pcsrcs.com"/>
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2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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2 6	Primary Address Primary Address <input type="text" value="560 Sylvan Avenue"/>
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2 7	Primary Address City Primary Address City <input type="text" value="Englewood Cliffs"/>
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2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="New Jersey"/>
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2 9	Primary Address Zip Primary Address Zip <input type="text" value="07632"/>
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3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="oint of Sale, software, inventory, POS Hardware, Nutrition Service Software,"/>
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3 1	<p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <p>Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.</p> <p>Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?</p> <input type="text" value="Yes"/>
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3 2	<p>Yes - No</p> <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p> <p>This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.</p> <input type="text" value="No"/>
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3 3	<p>Company Residence (City)</p> <p>Vendor's principal place of business is in the city of?</p> <input type="text" value="Englewood Cliffs"/>
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3 4	<p>Company Residence (State)</p> <p>Vendor's principal place of business is in the state of?</p> <input type="text" value="NJ"/>
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35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

36 MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

37 Catalog or list pricing of vendor

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

38 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

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Additional Discounts?

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

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1

Years in Business as Proposing Company

Years in business as proposing company?

4
2

Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

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Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

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NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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2** **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or 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 discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint 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.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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3** **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

57 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

58 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

59 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6
3

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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 a 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 or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6
4

If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6
5

Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6 6 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

6 7 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

**6
8 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6
9 Remedies Explanation of No Answer**

**7
0 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**7
1 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7
3** **Infringement(s) Explanation of No Answer**

No response

**7
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

8 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 & 2271 Verification Form**

9 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8 **Logos and other company marks**

0 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

8
2 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8
3 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

8
4 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

8
5 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a 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." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86 If you answered C. My Firm is owned or operated by a felon to the previous question, you are **REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

89 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

90 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 1 Indemnity Limitation with TIPS Members
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 2 Arbitration Clauses
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 3 Required Vendor Sales Reporting
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 4 Upload of Current W-9 Required
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)
By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:
If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

TIPS REF # 210903

Required Confidential Information Status Form

PCS Revenue Control Systems, Inc

Name of company

David Yaniv, General Manager

Printed Name and Title of authorized company officer declaring below the confidential status of material

560 Sylvan Avenue

Englewood Cliffs

NJ

07632

800 247 3061

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy** of all claimed confidential materials within your proposal and put this **COMPLETED** form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

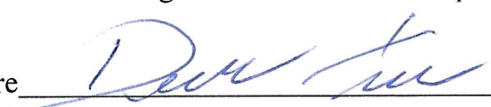
Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature  Date 08-23-21

Hardware Warranty

<p>Hardware Warranty:</p> <p>All PCS hardware FRED™/NED™ Keypads, Touch Screen POS Terminals come with a Three-Year Labor and Parts Warranty. Exception to this is TED™ and NetCASH™ that come with a One-Year Labor and Parts Warranty. At the time of purchase, extended warranty coverage can be purchased as listed on the right.</p>	<p>Extended Warranties:</p> <p>Touch Screen POS terminals: No extended warranty is currently available. FRED™ Keypad \$ 80.00/year (from 4th yr and on) NED™ Keypad \$ 40.00/year (from 4th yr and on) Refurbished POS-05 \$ 90.00/year (after the 1st 90 days)</p>
<p>Hardware Diagnosis:</p> <p>Prior to shipping hardware to PCS for repair, a telephone consultation/diagnosis should take place (please call 1.800.247.3061 ext.3). At this time a PCS Technician will advise for the next step and issue a Return Merchandise Authorization number or an RMA (#).</p>	
<p>Shipping:</p> <p>In the case of hardware failure within the first 3 years of new hardware receipt, PCS will issue a pickup tag for the item (no charge to the district). In all other circumstances, the district pays to ship the item to PCS Maintenance/Repair Department (in New Jersey) and PCS pays to ship the item back. PCS return shipping is always UPS ground service (5-8 business days). A district may request and pay for expedited delivery service (please include reference on the PO).</p>	
<p>Documentation:</p> <p>In the shipping container/box for each item, please include the RMA number and/or a description of the problem. Please include a return shipping address, contact person, phone number and email address.</p>	<p>Rates:</p> <p>For all non-warranty work, there is a minimum bench charge of \$50 for diagnostics and an hourly rate of \$70 (minimum ½ hour) plus parts. The “typical” repair inclusive of all charges is about \$100.00.</p>
<p>District Repair:</p> <p>Any district may attend a two-day training session in our New Jersey offices to learn “on-site” maintenance repair. This is particularly useful for larger districts. Upon completion of the course, the attendee will receive a <i>PCS Maintenance Certificate</i>. Graduates of the training are able to purchase parts directly from PCS and perform maintenance on their own in their districts. Parts are NOT provided without this certification. Due to the sensitivity of the electronic components any “non-certified” repair on unit will void the warranty.</p>	
<p>Ship All PCS Hardware To: PCS Revenue Control Systems, Inc. Attn: REPAIR DEPT. RMA#: _____ 560 Sylvan Avenue Englewood Cliffs, NJ 07632</p>	<p>Please be assured that we strive to minimize cost increases and provide you with the highest quality of service at the lowest possible price. If you have any questions, please call us at 1.800.247.3061, ext. 1136 or e-mail us at weCare@pcsrCS.com.</p>

pcs

Nutrition On the Web

MAKING IT EASY FOR:



posnow
POS - Accountability - F&R

traknow
Nutrition and Inventory

paypams
Parent Account Management

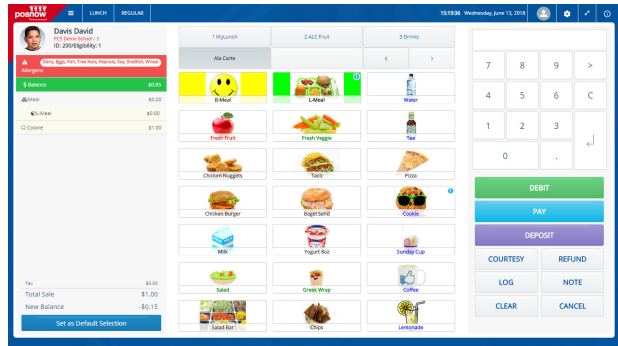
pcsforms
Business Process Management

PCS Revenue Control Systems • 560 Sylvan Ave. Englewood Cliffs, NJ 07632
800-247-3061 • www.pcsrscs.com • info@pcsrscs.com
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posnow Cloud based Central Office & Point of Sale Software
POS - Accountability - F&R

A complete set of powerful front office school food and nutrition program solutions for district, cafeteria, serving line, and classroom or remote operations

- POS item and menu keyboard management
- Free & Reduced application processing
- F & R online applications and scanning
- Student account management
- Student Information System integration
- PayPAMS web payments
- Meal Accountability & Claims Reporting
- WebPOS - Multi-browser and Cloud hosted for tablets & touchscreens, with offline capability, and production record integration



paypams
Parent Account Management

Parent Portal for student payments for meals and any school activities, viewing of meal activity, menus, nutrition, and allergens, plus On-Line F&R Apps and Eligibility letters. Support for 3rd party menu publishers & POS.



Cloud Hosted, multi-browser, with mobile support for iOS and Android

- Pay for meals and school activities or apply for Free/Reduced meal eligibility
- Parents can check meal account balances, even if they don't make payments through PayPAMS
- Create accounts and select payment options for credit and debit cards or PayPal, and ACH
- Family student account management for multiple students, including free and reduced family applications
- Setup automatic low balance alerts, or triggers for automatic payments
- Schedule payments or setup periodic automatic payments
- Review Student Purchases, amount paid, meals eaten, and any foods itemized on the point of sale
- Near real-time integration with POSNOW district and sites, plus support for 3rd party POS vendors
- Easy to use on-line wizard for F&R application
- Access to downloadable and printable eligibility notification letters

Fully Integrated Nutrition & Inventory

- Approved Menu Planning & Nutrition Analysis
- Item, Recipe, Pattern, Menu & Menu Cycle Costing & Management
- Allergens and HACCP, plus uploading of ingredient fact sheet, pictures, and documents
- Current CN, Child Nutrition Database including USDA Recipes
- Inventory & Procurement Management
- Central ordering for District and Warehouse with workflow and approvals
- Central and Supervisor approvals for physical inventory
- Central Kitchen, Base Kitchen & Central Warehouse Management

Site Functions

- Inventory Counts & Valuation
- Ordering / Receiving / Transfers / Electronic ordering to vendors
- Ordering based on forecasts & depletion based on Production
- Production Records with POS integration
- Forecasting & Production Records with HACCP, Allergens, & Left-over management
- Base Kitchen menu planning and distribution to Satellite Sites

PcsForms, powered by OpenText, utilizes the latest technology to provide solutions to almost any paper or forms based process, eliminating steps, creating streamlined processes and workflow, eliminating paper, and providing archived images at your fingertips.

- Collections Assistant - for reducing meal debt
- Free & Reduced Scanning & Online Apps
- Household Income Surveys
- Homeless/Migrant Authorization
- Summer Food Service Program sign-ups
- Cafeteria Site inspections
- Custom Forms and Processes
- Special Diets & Allergen Management
 - ◆ Doctor's Diet Order Scanning
 - ◆ Nutrition Fact Sheet scanning & allergen extraction with comparison to menu
 - ◆ Student allergen database
 - ◆ Manager alerts & POS Messages
 - ◆ Email acknowledgement to parents



Cloud Based Business Solutions for School Nutrition

- 30 Years Experience Nationwide Serving K-12 Exclusively -

About Us - Family Owned & Customer Focused

We are 100% focused on student nutrition solutions. We service no other markets, period. Our users, including students, parents, and district staff, get our full attention. Our product offering includes prepayments on the web, online free and reduced application processing and scanning, meal accountability, balance management, claims reporting, menu nutrition analysis, special diets and allergen management, food purchases and inventory control, plus services including project management, training, webinars, continuing maintenance, upgrades, and support.

People

Our People are our most valuable asset. We are a team of food service professionals, dietitians, engineers and computer scientists dedicated to creating high tech, soft touch solutions for the K-12 Nutrition community.

Mission

Our mission is to provide a consistently high level of customer satisfaction by delivering quality, audit proven systems including software, hardware, and services appropriate to every type of user and task. Many of our customers have been with us over twenty five years, due to our ongoing commitment to protecting the investment they have made in our products.

Approach

Our team of professionals turn today's technology into tomorrow's time and money saving innovations. Through continuing contact with our customers we endeavor to improve our products and services, generating best of breed technology solutions while complying with state and federal regulations. Each day provides a fresh opportunity to sharpen our customer focus through project management, training on-site and online, seminars, user groups, and technical support so that the help you need is there when you need it.

Buying Co-ops

PCS products and services are available via purchasing cooperatives covering many states, including;

- Central Kentucky Educational Cooperative (CKEC)
- Cooperative Educational Services
- TIPS
- PEPPM
- BuyBoard



560 Sylvan Ave. Englewood Cliffs, NJ 07632

800-247-3061 • www.pcsracs.com • info@pcsracs.com

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Technical Support

- Toll Free Help Desk for ALL users, including online chat support for Parents
- Online Support and ticket system
- On – site training & Web Remote Training
- Video training & Knowledge Base
- Free Webinars, User Groups
- Webinar and User Group Archives

Support to Fit Every User

- Parents can contact PayPAMS directly for first-line support online via live chat
- Site Managers can contact PCS Front and Back Office Support directly on a toll free line
- Regional specialists work early and late shifts for different time zones
- Focus on Quality Assurance and Support Staff training pays off with lower call volumes in general
- Our Implementation Specialists have extensive experience in major city school districts



Integrated “Front Office” POS, Free & Reduced & Accountability - plus hardware



Integrated “Back Office” (approved) Nutrition & Inventory



Integrated Business Process Management including F&R Scanning & Special Diets



Integrated Parent Account Portal for Meal, District Payments & online F&R apps



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A complete set of powerful front office school food and nutrition program solutions for district, cafeteria, serving line, and classroom or remote operations

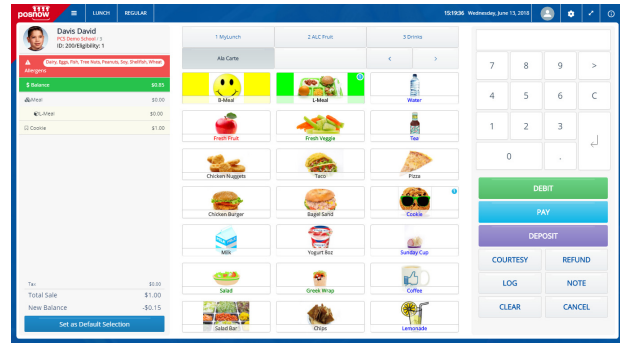
- POS item and menu keyboard management
- Free & Reduced application processing
- F & R online applications and scanning options
- Student account management
- Student Information System integration
- PayPAMS web payments
- Meal Accountability & Claims Reporting
- WebPOS - Multi-browser and Cloud hosted for tablets & touchscreens, with offline capability, and production record integration

Free & Reduced price meal application processing and verification provides built-in integration with other **PCS-NOW** modules including the PayPAMS online wizard based F&R applications and PcsFORMS scanning and online applications, as well as integration with all industry standard scanning applications. Interfaces and downloads from state or local databases for direct certification reduce the number of applications needed and keep eligibilities up to date.

Student database and account management integrated with Student Information Systems and PayPAMS web payments portal provide seamless interoperability. Updates can take place continuously.

This all inclusive module generates participation, revenue, reimbursement claims, and edit check reports for the entire district and automatically manages communications between PCS's web prepayment portal, District office and WebPOS operation.

posNOW speeds the application process efficiently, without sacrificing accuracy. Applications are automatically entered in accordance with AccuClaim criteria. The application status is displayed, showing the number of household members, monthly or yearly income total, and Free, Reduced, or paid eligibility. Validation criteria are automatically applied, such as checking the reasons an application is incomplete, including missing Social Security Number,



incomplete income, no signature, etc. One application can be entered for an unlimited number of members in one household with unlimited sources of income per family member and student.

Easy Verification and Audit

Automatic selection for verification is included. Choose Basic or Focus and then add individual families using Manual selection. Government income tables, verification methods and percentages are updated annually to maintain compliance with regulations. Eligibility and other changes may be viewed for any date range for the entire school year from audit logs.

User Definable Meal Eligibilities

An unlimited number of eligibility status definitions allow users to support as many programs as they serve, such as NSLP, CACFP, ASLP, etc. This also provides ultimate flexibility for multi-grade pricing and special programs. For each meal status the user may define meal prices and claim reporting criteria. Charge limits, debit floor, spending limits, and more are included.

For example, POS pricing may require different categories for Paid Elementary and Paid Secondary to charge the correct meal prices at the school level. Each category can be defined as to its F,R, P, N, status for counts and claims. For "provision schools," base year percentages are maintained and claims calculated automatically, based on total participation. Bulk entry for Community Eligibility is also supported.

Meal Accountability

A fully featured reporting module provides:

- Reimbursable meal counts
- Ala carte and OVS statistics & Popularity
- Edit Check
- State Claim Reports

POS Management

Menu Planning and POS Overlay Templates

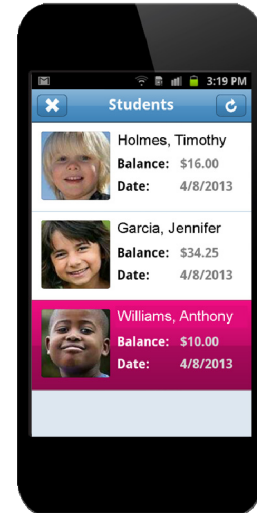
Menu planners can easily create menus and menu cycles WebPOS use, both generic and/or line and day specific. Each button can represent a meal or food item and can display a color and/or graphic, including photos of your food items, for ease of selection by cashiers. Offer-vs-serve and ala carte modes are supported along with exact mode for limiting students balances for use with meals only, or full mode for allowing balances to be used for meals and ala carte, per terminal or per student.

Touch Screen Web-POS Features include large colorful keys, patron pictures, rosters, and allergen alerts

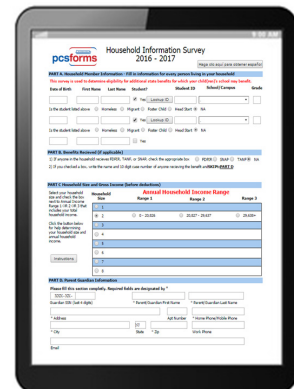
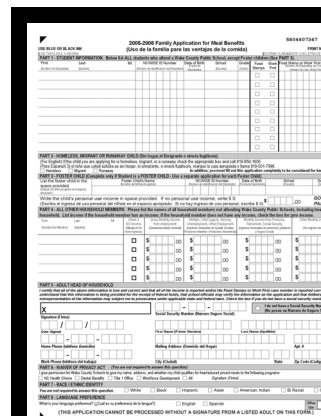
- Multi-browser operation
- Plug & Play support for approved keypads, scanners, and cash drawers
- Single or dual line operation
- Patron Pictures for easy identification
- Allergen alerts and item sale blocking
- Speedy "Hands Free" Express Mode
- Visible line queue with pictures
- Automated voice prompts to control lines
- Full itemization and á-la-carte modes
- Large, easy-to-read keys
- Background and text color options
- Food graphic library for key placement
- Easy upload of your own food pictures
- Multiple menu keyboards
- Roster Mode with pictures for classrooms
- Left or right hand operation

PayPAMS - Parent Portal

- Meal payments
- Apply payment to multiple students
- Automatic account balance notices
- Automatic account replenishment
- Visa, MasterCard, Discover & PayPal
- Other school fees for books and busing
- Before/after school programs, adult ed.



Wizard style F&R Applications, **online forms**, and **scannable apps** for any USDA, State or District format required, plus Household Surveys for CEP schools are supported.



Online F & R applications are available through the PayPAMS Parent Portal. Parents and guardians can also open a PayPAMS account to conveniently check the status of their application, print eligibility status letters at anytime, and even monitor their students' meal participation, free of charge.

ApplyNOW provides a safe and secure web portal for parents and guardians to apply for their student's eligibility status for reimbursable meals. The application process is quick and easy. In a few short steps the application is done and electronically signed. F & R staff can then review applications faster than ever.

This online application incorporates many of the USDA F&R Prototype application best practices. **A "wizard" walks the user through the process, resulting in a complete, error free application that is ready for district personnel to qualify via automated processes in PosNOW central office.**

With **ApplyNOW** personal information is protected using encryption technology. Parents can rest assured that their information is safe. To learn more about how information is protected, parents can click on a Security link on the application page to view our encryption methods.

Save time, money, and labor

- Eliminate paper applications altogether!
- Save on printing and postage.
- No distribution hassles.
- No daily pick up of apps from each school.
- No application review and calls to parents for missing information. The software checks for complete information before the next step can be taken.
- Process apps at a click of a button.
- Option for District to upload student eligibility status for parents to view, with eligibility letter available for download and printing.

ApplyNOW Integrates seamlessly with PosNOW central office F & R application processing

- Applications submitted automatically flow into the processing software at the click of a button.
- Eligibility status automatically flows to the POS.

Online Application

Thank you for submitting your application!

Your Confirmation Number is ON9VJ20140401T08:50:39.507

If you have further questions please contact the District Child Nutrition Office

[Click here to print](#)

[Homepage](#)

Cloud POS services for Touchscreens & Tablets

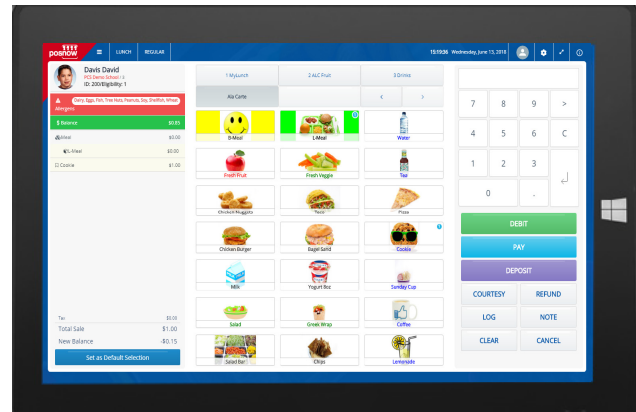
Overview

The **posnow WebPOS** supports multiple web browsers and is easy to access on your touchscreen or tablet, while still able to run offline when communications are down without losing transactions. Plug and play hardware connectivity is provided with minimal installation on your device.

Features

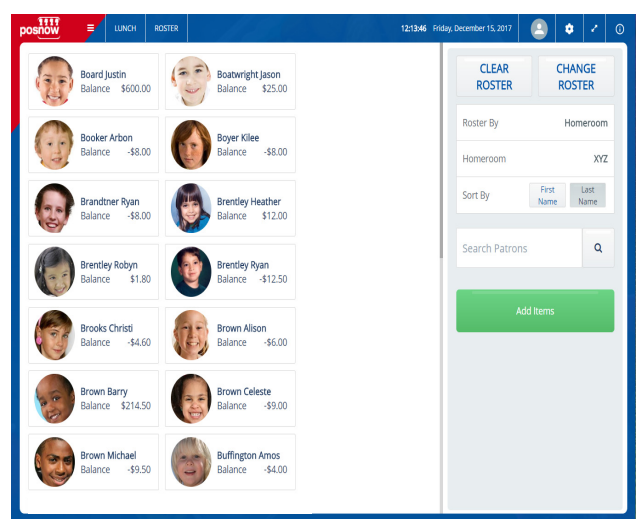
- Multi-browser operation
- Plug & Play support for approved keypads, scanners, and cash drawers
- Single or dual line operation
- Patron Pictures for easy identification
- Allergen alerts and item sale blocking
- Speedy “Hands Free” Express Mode
- Visible line queue with pictures
- Automated voice prompts to control lines
- Full itemization and á-la-carte modes
- Large, easy-to-read keys
- Background and text color options
- Food graphic library for key placement
- Easy upload of your own food pictures
- Multiple menu keyboards
- Roster Mode with pictures for classrooms
- Left or right hand operation

Technical Specifications subject to change without notice. Please contact PCS before purchasing new equipment. Please contact a PCS technical representative for specific configuration options.

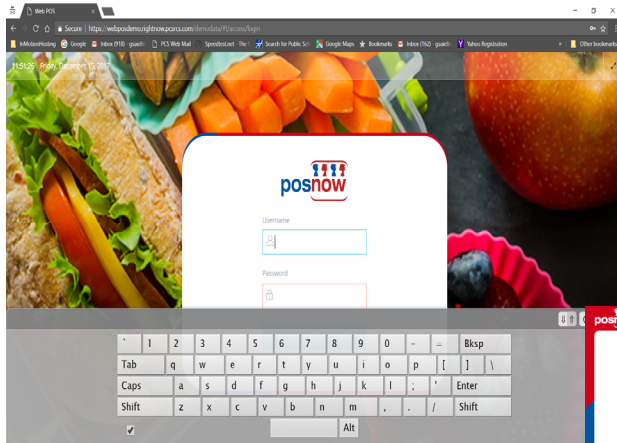


Hardware Requirements

Processor	64 bit
Keypads and scanners supported via downloadable plug-ins	Windows 7/10
Memory	4 GB
Display	iPad or larger
Part Number	SL-190

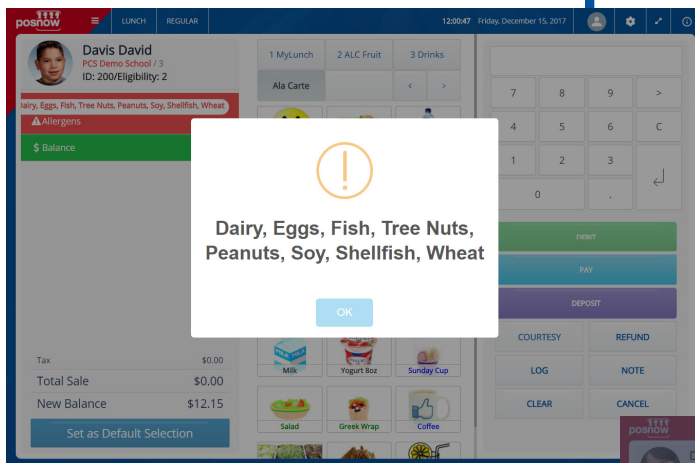
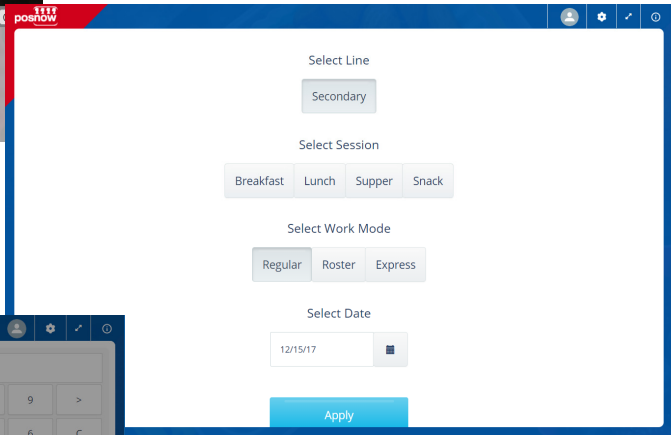


Easy for Cashiers



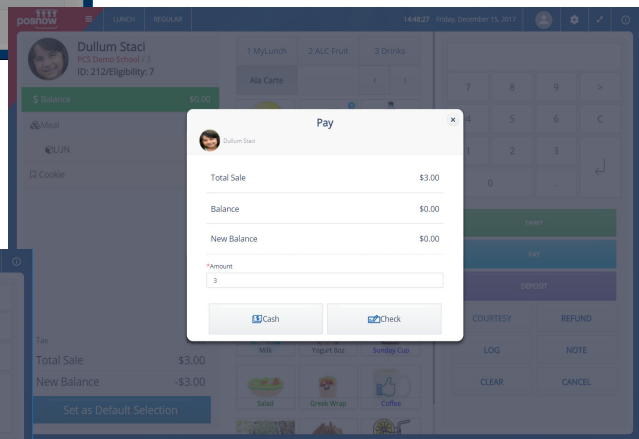
Login

Select Session

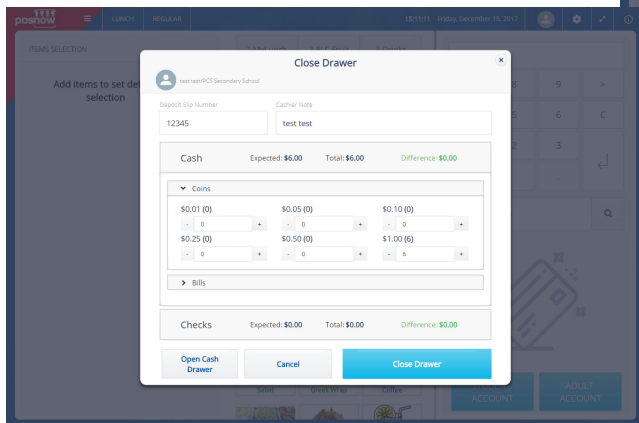


Process Meal Transactions

Take Payments



Close Drawer



This Lightning model is an all-in-one of touch screens, providing a more than full size touch screen that is exceptionally easy for cashiers to operate.

- Featuring the Intel Braswell processor, this large screen, all-in-one design reduces foot print and eliminates tangled cables.
- Portability and power backup - Click in a convenient battery to provide power for remote or uninterrupted operation during power outages.
- 10-point multi-touch functionality utilizes capacitive technology for extra vivid bright viewing, responsive touch and has a high level of color accuracy.



Technical Specifications

Processors	Intel® Braswell N3060 2.5GHz Dual Core
Operating System	Windows 10 Embedded (64 bit)
Memory	8GB DDR3L
Storage	128GB SSD
Display	19" 16:9 LED; Capacitive Multi-Touch (10 Point) Touch Screen; 1600 x 900 WXGA
I/O Ports	5x USB 2.0; 1x USB 3.0; 1x LAN(10/100); 1x Audio Line-Out and 1 x Mic In; Card reader Socket
Network	10/100/1000 LAN 802.11b/g/n Wireless
Camera	5MP
Touch Interface	10 Point Multi-Touch
Warranty	3 year cross-ship

Technical Specifications subject to change without notice. Please contact PCS before purchasing new equipment. Please contact a PCS technical representative for specific configuration options. School districts with no LAN/WAN communication, please contact support to discuss alternative solutions.



The M3w-2 Enterprise Tablet is built tough for the most demanding school cafeteria environment. It has an IP54 sealing rating, which means it is highly resistant to dust and moisture, including spills. This high-performance, rugged device provides portability you can count on.

Highlights

- Windows 10 IoT LTSC
- USB 3 Type A & USB 2 Micro-B Built-in
- Wireless communication
- Hot swappable battery
- Highly resistant to dust & moisture
- Micro HMI and power-jack connections
- Convenient back hand strap
- Base provides additional I/O ports for peripheral connections

Technical Specifications	
Processors	Intel® Pentium® 4200 Apollo Lake (1.10 GHz up to 2.50 GHz), quad core, 2MB L2 Cache
Operating System	HF-345: Windows 10 (IoT LTSC)
Memory	4GB DDR3L
Storage	64GB eMMc
Display	10.1" TFT-LCD, resolution 1280 x 800
I/O Ports	Built-in: 1 x USB 3.0 Type A 1 x USB 2.0 Type Micro-B
Network	802.11a/b/g/n/ac
Bluetooth	4.2
Camera	Front Camera : 2.0 MP Rear Camera : 8.0 MP, Auto Focus
Touch Interface	P-CAP Multi-touch
Weight	2.4 lbs. (with battery)
Dimensions	10.9" (W) X 9.5" (D) X 7.8" (H)
Warranty	2 Years



Technical Specifications subject to change without notice. Please contact PCS before purchasing new equipment. Please contact a PCS technical representative for specific configuration options. School districts with no LAN/WAN communication, please contact support to discuss alternative solutions.

The FRED™ Fast Read Entry Device with Dual Operation – Numeric Keypad and Barcode Scanner.

Students and teachers can enter a system generated PIN or district generated ID on the keypad or they can scan their ID card on the same convenient device.

The NED™ Numeric Entry Device – without Barcode Scanner.

The NED saves money for operations, not requiring a barcode scanner and can be upgraded with a barcode scanner when needed. The NED can be set for entry of system generated PIN numbers or student ID numbers.



Security Identification Features

Once the account has been activated, the POS will display the student name and picture (if available). A secondary verification of identity field, such as birthday, teacher initials, student ID, etc. is also displayed. The secondary verification field may be changed from time to time, if needed.

Unique Account Security Features

For operations not utilizing the picture identification feature of the point of sale, the FRED and NED keypads include some unique features that are incorporated to ensure security of account access. For each student account code a security digit is assigned automatically by the system to create a unique keypad number or PIN. The FRED and NED keypads calculate the security digit, on-the-fly, as the student enters his/her PIN and rejects incorrect entries. Any mismatch causes an account rejection accompanied with an audible alarm.

The security digit protects the system against the keying of random numbers that match an existing account, and prevents accidental access of an account. A student would have to make two mistakes in keying the account code in order to accidentally type another valid code.

Built-in Detective Features

In the event a keypad number (PIN) is entered incorrectly, either by mistake or on purpose, by someone trying to receive another student's meal, such an event can be detected and traced in the system. The system provides the capability to investigate and correct such transactions, and in some cases, to track down the individual that used someone else's account code (PIN).

Technical Specifications NKP-06 or NKP-06BC

Power	115 VAC 60 Hz 0.1 A
Keyboard	12 Button full Travel Water Resistant
Barcode Reader	Continuous Beam
Dimensions	Width: 4 3/4" Depth: 6" Height: 3 3/4"
Ports	1 Power Slot • 1 Program 1 USB • 1 RJ45 Port
Sound	Buzzer
Warranty	3 year cross ship
LCD Display	2 lines of 16 characters
Programmable	On Board Mode Setup (security digit)
Part Numbers	037NKP06 or 037NKP06BC

Technical Specifications subject to change without notice. Please contact PCS before purchasing new equipment. Please contact a PCS technical representative for specific configuration options.

PCS' Automatic Cash Drawers are constructed of a heavy welded 18 gauge metal housing from KRUPP Metals, and the drawers are machine formed with exactness and computer precision.



Unlike other mass produced cash drawers, the production process ensures exact centerline movement of the drawer. The design eliminates side loading, reducing wear and extending cash drawer life.

ACD - 07/07E has a simple but reliable latching mechanism. The latch assembly requires less force to open the cash drawer. Both the ACD-07 and ACD-07E come with a 3 position lock (Closed, Open and Manual release). The cash drawers also come with an Emergency Drawer Release Lever, located under the drawer. You never have to worry about misplacing the keys.

A heavy duty ABS plastic money tray, with removable coin tray is included.

Technical Specifications POS Cash Drawer

Housing	Welded 18 Gauge Krupp Metals
Interface	POS Printer and Terminal Models
Connection	RJ-11 (ACD-07) • USB (ACD-07E)
Key lock	3 Position (Locked—Open—Manual)
Tray	Removable ABS Plastic 5 Bill/5-9 Coin
Finish	Black, 3 Layer Oven Baked Textured Finish
Face Plate	Stainless Steel
Draw Compulsion	Optional Micro Switch
Dimensions	Weight: 15 LBS/Shipping 18 LBS Width: 16" Length: 16" Height: 4 1/2"
Warranty	2 years
Part Numbers	047FTACD07 or 047FTACD07E

Technical Specifications subject to change without notice. Please contact PCS before purchasing new equipment. Please contact a PCS technical representative for specific configuration options.



Multi-browser, cloud based, fully integrated "Back Office"

Providing easy to use components with single database design for seamless integration between menu planning and production, nutrition analysis, ordering & receiving, ordering based on portion plans or pars, central procurement, perpetual inventory, warehouses, central kitchens, and base kitchens.

TrakNOW is USDA-approved for nutrient analysis required in the school meal programs and for use in certification of compliance with the National School Lunch Program meal pattern requirements.

USDA approved software lists can be found at:

<https://www.fns.usda.gov/tn/usda-approved-nutrient-analysis-software>

<https://www.fns.usda.gov/tn/usda-approved-certification-compliance-tools-and-software>

Complete Supply Chain Management supporting cafeteria site, warehouse and central kitchen ordering, distribution, inventory, commodity and procurement.

Ordering components in TrakNOW provide users with what they need to order and how much to order. Order documents are automatically routed to the correct supplier, internal warehouse or central kitchen or external vendor. Items requiring central approval are automatically routed to supervisors. Automated ordering can be based on par levels or menu forecasts.

Electronic vendor interfaces for most popular food distributors are available, guarantying that orders are placed quickly and efficiently.

Items, Recipes and Production Records assist users in easy implementation of food components and food component sub groups, as well as HACCP, and Allergen/Food sensitivities.

Child Nutrition database -

- Over 10,000 items, representing 300+ Manufacturers
- Just point and click to add items or attach nutrition to existing items.

Data imports, exports & reports:

- Import from spread sheet & suppliers
- Data conversion/entry services available
- Print to PDF for sharing and e-mail
- One touch Export to Excel, CSV, HTML
- APIs & exports to 3rd party menu web publication partners
- POS to Production Record Integration

Food Based Production Rep										
Meal Type: Lunch			Offer Vs. Serve: Yes			Signature:				
Meal Preparation Site: Cherry Elementary School			Serving Location: Internal			Remarks:				
Catering:			Special Diet:			Reference Menu Name: Elementary Lunch				
Number of Servings by Groups			Tot. Student Srv Offered:			Tot. Adult Srv Offered:				
Planned # of Servings : 515			Tot. Students Served :			Tot. Adults Served:				
Food Based Production Usage										
PLANNING SECTION - BASED ON SITE PRODUCTION FORECAST						FROM FORECAST		DOCUMENTATION SECTION		
Item / Recipe	Code	Component Contribution	Planned Servings	Serving Types	Serving Description	Amount or Measure Inventory or Recipe Units	Left Overs	Student Offered Servings	Adult /a Is Care Offered Servings	Is Le
Lunch Grades K-5 (2012 Standards)										
Spaghetti and Meat Sauce	D-2	2.00 Oz eq ROMA, 0.50 Cups V-RO, 1.00 Oz eq BGS-WGR	515		1 Ladle 8 (oz)	515 Ladle 8 (oz)	0		0.00	0
Pasta, Spaghetti, WW	#12	1.00 Oz eq BGS-WGR				79 1/2 Box				
Veg, Tomato Puree, Canned	311	0.50 Cups V				7 3/4 Can #10				
Beef, Ground, Raw	20	2.00 Oz eq MMA				87 1/2 Pound				
Salad, Garden	E-1	1.50 Cups V	515		1 Serving (6 oz)	515 Serving	0		0.00	0
Prod, Lettuce, Romaine	6646	0.50 Cups V-DG				25 3/4 Bag				
Beans, Black, Canned	16015	0.25 Cups V-BP				3 1/2 Can #10				
Prod, Tomatoes	206	0.25 Cups V-RO				38 1/2 Pound				
Prod, Cucumber	7024	0.25 Cups V-O				24 1/8 Pound				
Prod, Apples, Red	211	1.00 Cups F	515		1 Each (medium, 2-3 1/2" dia)	156 2/3 Pound	0		0.00	0
Bread, Rolls	B-3	1.00 Oz eq BGS-WGR	515		1 Each	515 Each	0		0.00	0

Food Based Production Report										
Signature:			Remarks:			traknow				
Reference Menu Name: Elementary Lunch Day 1			Date: 06/08/15							
Offered:			Tot. Adult Srv Offered:			Total # of Servings: 0				
Served:			Tot. Adults Served:							
Food Based Production Usage										
FROM FORECAST						DOCUMENTATION SECTION - BASED ON ACTUAL SERVINGS RECORDED				Temp
Serving Description	Amount or Measure Inventory or Recipe Units	Left Overs	Student Offered Servings	Adult /a Is Care Offered Servings	Servings Left Over	Discard	Actual Student Servings	Actual Adult and a/c Servings	Comment	Temp
1 cup	515 Ladle 8 (oz)	0	0.00	0						W
	79 1/2 Box									
	7 3/4 Can #10									
	87 1/2 Pound									
Cup romaine + Veg	515 Serving	0	0.00	0					41	
	25 3/4 Bag									
	3 1/2 Can #10									
	38 1/2 Pound									
	24 1/8 Pound									

Cloud hosted or district Hosted, TrakNOW provides single database design for seamless integration between business processes across all components. Workflows facilitate functions that cross multiple levels of management - site manager, supervisor and District, Warehouse, Central or Base Kitchen staff.



District Enterprise



- Menu Planning displaying food components and sub components, such as red/orange vegetables & Nutrition Analysis
- Supports initial import of vendor items via spread sheet
- Ingredient/Inventory/Commodity, Recipe and Menu Management, Site & Supplier definitions, Allergen, HACCP, Pictures, Ingredient Labels, etc.
- Supports easy access to any site for supervisors performing site functions
- Central processing of requisitions for district approval prior to purchase



Inventory

- Physical Inventory Counts, Valuation, Perpetual Inventory, Adjustments
- Pick inventory and list reasons - pick for production, spoilage, expiration
- Order based on par; set reorder point, min/max par



Ordering

- Purchase Orders to Vendors & electronic ordering
- Supply Orders to internal suppliers
- Requisitions for central approval
- Supports pre-coded shopping lists
- Pre-order for all suppliers & break order automatically to multiple suppliers
- Integrated receiving & invoice reconciliation



Production

- Edit and forecast menus, add/manage leftovers, make substitutions
- Print production worksheets with menu plan, allergens and temperatures targets, plus recipes, pick lists, and production summary
- Deplete inventory automatically based on production records
- Record production, leftovers, discards, temperatures, meal participation, adult and ala carte sales, special programs and notes
- Print Production Reports customized for state requirements
- Order based on menu forecast for multiple menus or sites and any date range



Central Production - Central/Base Kitchen

- Supports Central and Base Kitchens serving any number of serving locations, satellites sites, and other programs
- Automatically combines requirements, scales production recipes, creates pick lists and transfer documents
- Supports both “push” and “pull” configurations



Central Distribution - Warehouse

- Supports supply requisition and transfers between sites and other sites or warehouses. Plus picking, staging, and routing of inventory for delivery

TrakNOW is USDA-approved for nutrient analysis required in the school meal programs and for use in certification of compliance with the National School Lunch Program meal pattern requirements.

USDA approved software lists can be found at:

<https://www.fns.usda.gov/tn/usda-approved-nutrient-analysis-software>

<https://www.fns.usda.gov/tn/usda-approved-certification-compliance-tools-and-software>

Food Based Menu Planning Compliance Reporting

Food Based Menu Planning Compliance												
Date: 3/19/2018												traknow
Site: Cherry Elementary School												
FB Age Group: Lunch Grades K-5												
Menu: Elementary Lunch Day 1												
Meal Name		Meat/Meat Alternate (MMA)			Grains/Bread							
	MMA oz eq	Grade Group Minimum Requirement	Meets Daily Requirement	Grain oz eq	Grade Group Minimum Requirement	Meets Daily Requirement	Whole Grain Rich oz eq	Grain Based Dessert oz eq				
Baked Cajun Fish	2.000	1.000	Yes	1.000	1.000	Yes	0.000	0.000				
Fruit		Vegetables					Vegetable Subgroups					
Fruit cups	Grade Group Minimum Requirement	Meets Daily Requirement	Fruit Juice cups	Vegetable cups	Grade Group Minimum Requirement	Meets Daily Requirement	Vegetable Juice cups	Dark Green cups	Red/Orange cups	Beans/Peas cups	Starchy cups	Other cups
2.000	0.500	Yes	0.000	0.500	0.750	No	0.000	0.000	0.000	0.000	0.000	0.500
Milk												
Milk cups	Grade Group Minimum Requirement	Meets Daily Requirement	Variety- 2 or more types (FFU, FFF, LFF, LFF*) Offered	LFF Offered			RFF, RFU, WFF, WFU or Unassigned Subgroup Offered					
1.000	1.000	Yes	Yes	No			No					

* If the school has a waiver from the State Agency, low-fat flavored (LFF)/1% flavored milk is an acceptable variety.

Make sure that menus are compliant in every way and ready for review by auditors.

- ✓ Display food component subgroups on production records, such as red/orange vegetables
- ✓ Display descriptors such as Juice, Whole Grain Rich, and Dessert
- ✓ Display total contribution per menu item as well as contributions of individual ingredients
- ✓ Control display of items, recipes, ingredients, and patterns of production records
- ✓ Plan menus that meet cost constraints for average cost per meal
- ✓ Plan menus centrally with effortless deployment to all sites
- ✓ Plan Menu Cycles can be of any length - days, weeks, months
- ✓ Make last minute changes to menus for multiple sites at the same time
- ✓ Track left-overs (and waste) with automatic expiration and list leftovers available for future use
- ✓ Integrate effortlessly with Inventory to deplete raw ingredients and return unused items to stock
- ✓ Integrate effortlessly with Ordering to place orders based on portion forecasts, par levels, or lists
- ✓ Supports Central and Base Kitchens servicing satellite kitchens and special programs

Analyze a week's menu in a flash!

Production Menu Nutrient Analysis - Calories, Sat. Fat & Sodium

Nutrition For Complete Date Range

Comparison Details - (* = Standard Does Not Exist) (! = Missing value in one or more of the ingredients) (***) = Missing nutrient values)				
	Menu's Value	Standard Value	Deviation	Error Messages
Calories (Kcal)	701.512	550.000 - 650.000	51.512	Correction Required: Calories are High
Sat. Fat (%)	6.212 (g), 7.970 (%)	<10.000 (%)	-2.03 (%)	
Sodium (mg)	1,171.098	≤1,230.000		

Seamless integration with inventory provides automatic costing

Menu Pre-Cost Detail								
Item Name	Code	Type	Serving Size	Serving Unit	Cost Per Serving	Projected Servings	Extended Cost	Cost %
Chicken, Nuggets, Breaded, Fully Cooked	105	Item	1	Serving (5 each)	\$0.7500	100	\$75.00	46.17 %
Baked Beans	I-1	Recipe	1	Scoop#6	\$0.2018	100	\$20.18	12.42 %
Seasoned Green Beans	I-3	Recipe	1	Scoop#8	\$0.17653	100	\$17.65	10.87 %
Sauce, BBQ, Bulk	340	Item	1	Ladle 1 (fl oz)	\$0.03897	100	\$3.90	2.40 %
Ketchup, Bulk	0137	Item	1	Ladle 1 (oz)	\$0.02536	100	\$2.54	1.56 %
Milk	M1	pattern	1	Each (8 fl oz carton)	\$0.2400	100	\$24.00	14.78 %
Prod, Banana, Fresh	210	Item	1	Each (medium, 7" to 7-7/8" long)	\$0.19167	100	\$19.17	11.80 %
Grand Total							\$162.43	100.00%
Average Cost							\$1.62	
Total Avg. Cost Per Serving							\$1.62	

Item (Ingredient / Nutrition) Management Highlights

- ✓ Three ways to add nutrition to ingredients
 - ✓ Download items from USDA CN database with nutrient content pre-defined
 - ✓ Copy items from USDA CN or local database with ability to edit, plus Buying Guide info
 - ✓ Add nutrient data from nutrition labels
- ✓ Ability to upload product formulation statements, nutrition fact labels, pictures, and more
- ✓ Nutrition can flow from ingredients to recipes or recipes can link directly to nutrition as finished goods
- ✓ Add Food-based component contributions for Meat/Meat Alternates, Vegetables and sub groups, Fruits, Grains, and Milk.
- ✓ Single items, like an apple, can be “menued” directly and in patterns, reducing the number of recipes needed

Recipe Management Highlights

- ✓ Quick enter HACCP text “cut and paste”, allergen support
- ✓ User defined target temps or temperature ranges
- ✓ Scale up and down with two convenient units of measure per ingredient
- ✓ Supports unlimited recipes within a recipe
- ✓ Recipes can be defined as items (finished goods inventory) with delivery units
- ✓ Multiple serving types/sizes supported for each item and recipe
- ✓ Ability to upload photo



Pattern Management

Pattern Ingredients							
	Type	Ingredient Name	Code	Portion Size	Serving Type	Projected Servings	Item Mgmt type
	Item	Milk, White, skim, 8 oz	6882	1.00	Each (8oz)(1.00-244.00g)	50.00	Nutr & Inv
	Item	Milk, Chocolate,skim, 8 oz	213	1.00	Each (8oz)(1.00-244.00g)	150.00	Nutr & Inv

- ✓ Eliminate repetitious planning and forecasting of daily selections for milk, fruit, salad bars, etc.
- ✓ A **Pattern** is a simple grouping of like or related items organized by popularity, participation or user defined.
- ✓ The **Pattern** is “menued” and forecast as one item and breaks out in production as multiple items, allowing items to be tracked individually for usage, leftovers, disposition/waste, HACCP, allergens.

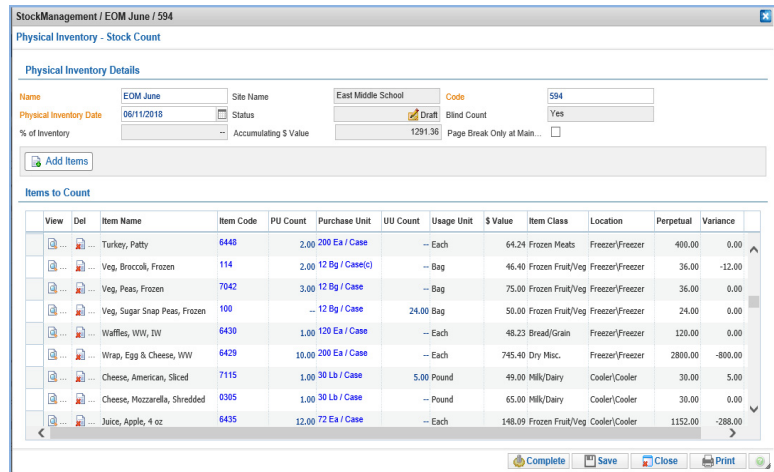
Physical Inventory Counts and Valuation Reporting

Inventory Counts and Valuation is a great place to get started with TrakNOW. Jump right in by importing items from your prime vendor or enter your items through a convenient on-screen wizard and you are ready to go.

Accurate Counts!

Custom design count sheets

- ✓ Design centrally or by school site
- ✓ Option to require “blind” counts
- ✓ % of inventory spot counts
- ✓ Count by active items
- ✓ Add items to sheet by location, class, category, alpha, code, predefined list, etc.
- ✓ View item supply definitions with one click of your mouse
- ✓ Sort by location, shelf order, alpha, code, class, etc.
- ✓ Move items up and down the list using arrow buttons to create any order
- ✓ Print count sheets to match screens for accurate data entry
- ✓ Supports Supervisor and/or District Approval of submitted counts.



Add Value

Print count sheets to match screens for accurate entry

traknow									
<u>Physical Inventory</u>									
Site: Main High School									
Date: 4/22/2009									
Name: Spot Inventory Count									
Blind Count: Yes									
Status: Draft									
Item Name	Item Code	Purchase Unit	PU Count	Usage Unit	UU Count	Item Class	Location	Variance	Perpetual
Cheese, Cheddar, Shredded, Reduced Fat	221	30 Lb / Case		Pound		Milk/Dairy	Cooler/Cooler	N/A	N/A
Juice, Orange, 4 fl oz cartons	217	48 Ea / Case		Each		Frozen Fruit/Veg	Cooler/Cooler	N/A	N/A
Mayonnaise, Reduced Calorie, Bulk	215	4 Gl / Case		Gallon		Condiment/Sauce	Cooler/Cooler	N/A	N/A
Milk, Chocolate, 1%, 8 oz Cartons	213	50 Ea / Case		Each		Milk/Dairy	Cooler/Cooler	N/A	N/A
Milk, White, 1%, 8 oz Cartons	203	50 Ea / Case		Each		Milk/Dairy	Cooler/Cooler	N/A	N/A
Prod. Apples, Red, Fresh	211	138 Ea / Case		Each		Produce	Cooler/Cooler	N/A	N/A
Prod. Banana, Fresh	210	120 Ea / Case		Each		Produce	Cooler/Cooler	N/A	N/A
Prod. Carrots, Baby, Indv. Bags	214	100 Bg / Case		Bag		Produce	Cooler/Cooler	N/A	N/A
Prod. Lettuce, Shredded Iceberg, 5# Bags	216	4 Bg / Case		Bag		Produce	Cooler/Cooler	N/A	N/A
Prod. Peppers, Green Bell, Fresh	222	2 Bg5 / Case		Bag 5 Lb		Produce	Cooler/Cooler	N/A	N/A
Prod. Tomatoes, Fresh	206	20 Lb / Case		Pound		Produce	Cooler/Cooler	N/A	N/A
Tortillas, Flour, 6", 9 oz each	208	12 Dz / Case		Dozen		Bread/Grain	Cooler/Cooler	N/A	N/A
Tortillas, Flour, 8", 1.5 oz each	209	12 Dz / Case		Dozen		Bread/Grain	Cooler/Cooler	N/A	N/A
Yogurt, Strawberry, Individual Cups	218	48 Ea / Case		Each		Milk/Dairy	Cooler/Cooler	N/A	N/A

Hide or display theoretical perpetual inventory and variance

- ✓ Enter counts in Purchase Units
- ✓ Enter counts in Usage Units
- ✓ Enter counts in any Purchase Unit contained in the purchase history and TrakNOW will recognize it

All the tools you need to organize your inventory

Home > Catalog > Item Class Maintenance

Add Edit Delete Link Items Print

Class	
Name	Code
Central Schools	10
Food	1
Dry	60
Spices, baking, etc	600
Condiment/Sauce	601
Bread/Grain	602
Dry Misc.	603
Commodities	70
Meat/Alternate	10
Entrees	20
Fruits/Vegetables	30
Snacks/Ala Carte	40
Dairy	50
Non-Food	2
Small Equipment/Ware	3
Chemical/Paper	80

Items - Bread/Grain	
Name	Code
100% Whole Wheat Bagel, 2.5 oz, IW	8482
Bread, Bagels, Cinnamon Raisin, WW	6414
Bread, Bagels, Plain, WW	5-6411
Bread, Bun, Hamburger, WW	342

Four levels of Accounting Classifications for organizing inventory valuation and asset reporting, usage analysis, bid grouping, purchasing and receiving.

Inventory can reside in multiple locations for convenient and accurate count sheets

Home > Inventory Management > Location Hierarchy Maintenance

Add Edit Delete Link Items Print

Lines	
Name	Code
Warehouse	8
Freezer	Freezer
Cooler	Cooler
Aisle 1	A1
Shelf 1	S1
Bin 1	B1
Aisle 2	A2
Dry Storage	Dry Storage
Wares & Equip	Wares & Equip

Items - Bin 1	
Name	Code
Cheese, American, Sliced	7115
Cheese, Cheddar, Block	7110
Cheese, Monterey, Block	42155
Cheese, Mozzarella, Shredded	2-0305
Cheese, Swiss, Sliced	7114
Cream Cheese, Bulk	6415
Cream Cheese, Packet	6470

Display variances to double check count entry and select valuation methods and select options to display weighted average, FMV, brokerage, processing, storage, and pass through (net off invoice) values.

Inventory Variance Report

Site Name: Main High School

Physical Inventory Name: Spot Inventory Count Physical Inventory Date: 4/22/2009 Blind Count: Yes

Item Name	Code	Class	Purchase Unit	Perpetual		Actual		Variance
				Count	Value	Count	Value	
Cheese, Cheddar, Shredded, Reduced Fat	221	Milk Dairy	30 Lb / Case	0.00	\$0.00	1.17	\$76.05	-1.17
Juice, Orange, 4 fl oz cartons	217	Frozen Fruit/Veg	48 Ea / Case	0.00	\$0.00	0.46	\$4.37	-0.46
Milk, Chocolate, 1%, 8 oz Cartons	213	Milk Dairy	50 Ea / Case	25.00	\$300.00	2.20	\$26.40	22.80
Milk, White, 1%, 8 oz Cartons	203	Milk Dairy	50 Ea / Case	15.00	\$180.00	1.68	\$20.16	13.32
Prod. Apples, Red, Fresh	211	Produce	138 Ea / Case	0.00	\$0.00	3.00	\$94.00	-3.00
Prod. Bananas, Fresh	210	Produce	120 Ea / Case	0.00	\$0.00	0.63	\$14.40	-0.63
Prod. Carrots, Baby, Inlb. Bags	214	Produce	100 Bg / Case	0.00	\$0.00	3.00	\$60.00	-3.00
Prod. Lettuce, Shredded Iceberg, 5# Bags	216	Produce	4 Bg / Case	0.00	\$0.00	3.25	\$32.50	-3.25
Prod. Peppers, Green Bell, Fresh	222	Produce	2 Bg / Case	0.00	\$0.00	0.50	\$8.00	-0.50
Prod. Tomatoes, Fresh	206	Produce	20 Lb / Case	0.00	\$0.00	5.00	\$160.00	-5.00
Tortillas, Flour, 6", 9 oz each	208	Bread/Grain	12 Dz / Case	0.00	\$0.00	2.00	\$130.00	-2.00
Tortillas, Flour, 8", 1.5 oz each	209	Bread/Grain	12 Dz / Case	0.00	\$0.00	2.50	\$175.00	-2.50
Yogurt, Strawberry, Individual Cups	218	Milk Dairy	48 Ea / Case	0.00	\$0.00	5.00	\$48.00	-5.00
Bread, Bun, Hamburger, 4" Sliced	342	Bread/Grain	12 Pkg / Case	10.00	\$35.00	0.50	\$17.50	9.50
Bread, Sliced Loaves, Wheat	357	Bread/Grain	8 Lf / Case	15.00	\$150.00	2.00	\$20.00	13.00
Chem. Bleach	600	Chemical	6 Gl / Case	1.00	\$15.00	0.33	\$4.95	0.67
Chem. Oven Cleaner	601	Chemical	12 Cn / Case	0.00	\$0.00	0.17	\$5.10	-0.17
Chem. Pds. Steel Wool	602	Chemical	12 Bx / Case	2.00	\$50.00	0.42	\$10.50	1.58
Cups, Cheetos, Baked	356	Snacks	104 Ea / Case	0.00	\$0.00	2.12	\$49.82	-2.12

Inventory Valuation

Criteria :
Price Calculations : Use Average Price
Costs Displayed : Purchase Price
Site : Main High School
Date : 04/22/2009
Site Name: Main High School
*** - Commodities blended with purchased items possibly reflected in this value.

Item Name	Code	PU Unit	Qty	Value	Commodity FMV
Non-Food					
Chemical/Paper					
Paper Goods					
Paper, Napkin			3.00	\$90.00	
Paper, Trays, Foam, 5 Compartment	500	500 Ea / Case	1.00	\$25.00	
Paper Goods total.			4.00	\$115.00	
Chemical					
Chem, Bleach	600	6 Gl / Case	0.33	\$5.00	
Chem, Oven Cleaner	601	12 Cn / Case	0.17	\$0.00	
Chem, Pds, Steel Wool	602	12 Bx / Case	0.42	\$10.42	
Chemical total.			0.92	\$15.42	
Chemical/Paper total.			4.92	\$130.42	
Non-Food total.			4.92	\$130.42	
Total:			40.63	\$198.73	
Grand Total:			40.63	\$198.73	

Solutions that Handle Multiple Vendors Per Item as well as Commodity and Purchase

Item & shopping lists, purchase orders, requisitions, supply orders, transfers, receiving and invoice reconciliation

The ordering, menu based ordering and par ordering components provide the full range of options from manual order entry to fully automated order processing, with every link in the supply chain predefined to guarantee best practices district-wide.

Define purchase units, suppliers and supply chain hierarchy

- ✓ Supports an internal “Usage Unit” for each item plus Purchase and Pack Units for each supplier
- ✓ Warehouse or Central Kitchen and other inter-site transfer locations
- ✓ Order and transfer by any of the defined units for an item—Usage/Pack/Purchase
- ✓ Tracks prices for each supplier and vendor, multiple suppliers and vendors per item
- ✓ Tracks Fair Market Value for commodities, plus delivery, processing, brokerage, storage, etc.
- ✓ Uses suppliers/Vendor’s own code for ordering
- ✓ Displays ratio of Usage Units to Purchase Units for accurate ordering
- ✓ Supply chain priority easily edited with up and down arrows
- ✓ Sweeping vendor, price and priority changes can be applied to sites and groups of sites

Inventory Control Tab for each item allows easy management of supply chain

Item / Fruit, Applesauce, Canned / 9911276

General Details | Serving Types | Nutrition | **Inventory Control** | Food Based | Item Distribution | HACCP information | Bid Spec

Usage Unit

Usage Unit: Can #10 Unit Measurement: 3061.800 Measure Type: Weight (gram)

Use Central Kitchen Logic:

Define the relationships between the Usage Unit and the suppliers' Pack and Purchase units.

Supplier: N [dropdown] x Q [dropdown] Supplier Item Code: [input]

Qty: [input] of Usage Unit(s) Can #10 in a Pack Unit: [dropdown]

Qty: [input] of Pack Unit(s) in a Purchase Unit: [dropdown] Commodity: Add

Supply Units - Displays supplier unit definitions for the item including: costs, fees, Fair Market Value, Pass Through Value, purchase and sale price, as well as priority

D...	Visib...	Supplier	Code	Qty	Usage Unit(s)	Pack Unit	Qty	Pack Unit(s)	Purchase Unit	Ratio	Commod...
	<input checked="" type="checkbox"/>	District (app test)	01234	1.00	Can #10	Can #10	6	Can #10	Case	6 #10 / Cs	No
	<input checked="" type="checkbox"/>	Warehouse	01234	1.00	Can #10	Can #10	6	Can #10	Case	6 #10 / Cs	No
	<input checked="" type="checkbox"/>	USDA Commodities	01234C	1.00	Can #10	Can #10	6	Can #10	Case	6 #10 / Cs(c)	Yes
	<input checked="" type="checkbox"/>	Primary Grocery	8888	1.00	Can #10	Can #10	6	Can #10	Case	6 #10 / Cs	No
	<input checked="" type="checkbox"/>	Warehouse	01234N	1.00	Can #10	Can #10	1	Can #10	Can #10	1 #10 / #10	No

Flexible Supply Chain Management

Easily set an order hierarchy for each inventory item:

Purchase Order:

- ✓ A Purchase Order is any order that goes directly to an outside supplier/vendor, formal or informal
- ✓ Print, e-mail or send via any electronic format - supplier interfaces available to many major suppliers

Supply Order/Transfer

- ✓ A Supply Order is any order that goes to the warehouse or any other internal site (all sites potentially have the ability to receive requisitions and transfer stock)
- ✓ Supply Orders may be rejected by the supply site, with a text message including reason or rejection
- ✓ Print pick lists directly from supply orders or groups of supply orders by deliver date or route
- ✓ Auto convert Supply Orders into Transfers and update Transfers based on actual picks and substitutions for printing of transfer documents
- ✓ Automatically commit stock based on orders and deplete based on transfers.

Requisition/Approval

A Requisition routes orders through an approval process by District or Central Purchasing. Upon approval items in the approved requisition are automatically split into purchase orders or supply orders, based on their supply chain hierarchy settings.

District supervisors, as well as site managers, can create simple lists or shopping lists with quantities already entered that can be used over and over, or use Menu Based and Par Order Components to create orders based on pre-set PARs or forecast menu needs. Users can edit and round up or down suggested quantities to the nearest purchase or usage unit. Requisitions automatically flow to the district for approval, Purchase Orders can be printed or e-mailed direct to vendors, and Supply Orders flow automatically to the warehouse.

TrakNOW supports settings and flags to automate the complex and tedious tasks involved in ordering, receiving, transferring and tracking stock

- ✓ Commodity Flag—sets tracking of FMV and other commodity related fees
- ✓ Commodities can be “blended” with purchased in the same item or set up as separate items
- ✓ Inventory control flag sets purchasing and receiving as a part of perpetual inventory
- ✓ Ordered by production flag sets items to be automatically ordered based on forecast menu requirements or only by par level

All costs are tracked simultaneously

FMV \$	Purchase Price \$	Delivery \$	Processing \$	Brokerage \$	Storage \$	PTV \$	Total Cost \$	Usage Unit Cost...
—	21.73000	2.00000	—	—	—	—	23.73000	3.95500
11.50000	0.00000	2.00000	6.25000	—	—	1.50000	6.75000	1.12500

Solutions for Ordering Based on Menu Portions Forecast, Pars, and Pre-made Shopping Lists

Document Management for Pre-Order Processing, Approvals, and Receiving

Pre-Order function facilitates every type of ordering from one screen

Via a simple, easy-to-use pre-order process, orders can automatically reflect forecast menu needs, par and re-order points, filtered by class, category, supplier or location. Or users can access simple lists and shopping lists with quantities already entered. Site managers can edit and round up or down to the nearest purchase or usage unit. Once the manager is happy with the order he/she presses one button and the order is split into Requisitions for district or supervisor approval, Purchase Orders direct to vendors (in draft, for later editing and submission), and Supply Orders to the warehouse, all based pre-assigned setting in each item.

The screenshot shows the 'PreOrder' application window. At the top, it displays 'Pre Order' and 'Delivery Details' including Order Id (6261), Status (Draft), and Delivery Date (06/15/2018). Below this are buttons for 'Add Items', 'Add PAR Items', 'Add Shopping List', 'Add Production Items', and 'Add Missing Items'. A 'Rounding' section includes a dropdown menu, a 'Percentage Select' field, and a 'Calc' button. The main area is a table titled 'Requisition - Items for Purchase' with columns for Select, Item Code, Item Name, Ord Qty, Purchase Unit, Description, and Remarks. The table lists several items such as Beans, Pizza, Chicken, and Fruit. At the bottom right, there are buttons for 'Process PreOrder', 'Save', 'Close', and 'Print'.

Select	Item Code	Item Name	Ord Qty	Purchase Unit	Description	Remarks
<input type="checkbox"/>	16105	Beans, Black, Canned	0.23	1 #10 / Cn - 6 Cn / Case(c)	6 #10 can/case; wo/salt	
<input type="checkbox"/>	301	Beans, Pinto, Canned	1.83	1 #10 / #10 - 6 #10 / Case(c)	6 #10 can/case; wo/salt	
<input type="checkbox"/>	107	Pizza, French Bread, Cheese	1.67	1 Ea / Ea - 60 Ea / Case	60 each/case; whole wheat, pasta sauce, mozzarella cheese	
<input type="checkbox"/>	105	Chicken, Nuggets, Breaded	2.00	1 Bg2.5 / Bg - 4 Bg / Case	4/2.5#bag/case; Tyson's #MFC582; Pre-cooked, Frozen	
<input type="checkbox"/>	336	Veg, Green Beans, Canned	1.70	1 #10 / #10 - 6 #10 / Case	6#10can/case; pre-cooked, w/out salt	
<input type="checkbox"/>	0108	Fruit, Peaches, Sliced Canned	5.08	1 #10 / #10 - 6 #10 / Case(c)	6 cans/case; sliced, without skins, extra light skins	
<input type="checkbox"/>	338	Fruit, Mixed Fruit, Canned	0.79	1 #10 / #10 - 6 #10 / Case	6 cans/case; sliced, with skins, extra light skins	

Processing the Pre-order automatically creates Requisitions for District or Supervisor Approval, Supply Orders to the warehouse, central kitchen, or base kitchen, and Purchase Orders to outside vendors. Electronic interfaces send orders to participating vendors automatically on a real time or determined schedule.

The dialog box titled 'Message from webpage' contains a yellow warning icon and the following text: 'Process Result: Order Id 6262 Type Requisition Order Created, Order Id 6263 Type Supply Order Created, Order Id 6264 Type Purchase Order Created, Order Id 6265 Type Supply Order Created, Order Id 6266 Type Supply Order Created'. An 'OK' button is located at the bottom right.

Document Manager

Users can control and monitor all ordering and receiving activity in the Document Manager. View, delete, edit (if still in draft mode) and cancel or reverse. Suppliers and due dates are clearly marked. Click the top of any column to sort by column heading.

Home > Inventory Management > Document Manager

Approve
 Submit
 Transfer All
 Undo Selected Transfers
 Select All
 Unselect All
 Print
 Refresh
 Filter
 Sort

Requisition
 Purchase Order
 Transfer
 Receiving
 Preorder
 Supply Requisition

	View...	Del	Edit	Document Type	Supplier	Destination Site	Document Status	Due Date	Document Id
<input type="checkbox"/>				Supply Requisition	*Central Kitchen	Cherry Elementary School	Draft	06/15/2018	6265
<input type="checkbox"/>				Purchase Order	Dairy Company	Cherry Elementary School	Wait2BReceived	06/15/2018	6264
<input type="checkbox"/>				Supply Requisition	*Warehouse	Cherry Elementary School	On Order	06/15/2018	6263
<input type="checkbox"/>				Requisition		Cherry Elementary School	Pending	06/15/2018	6262
<input type="checkbox"/>				Receiving	Produce Company	Cherry Elementary School	Draft	06/15/2018	6267

Receiving Screen

Enter the invoice number, check the vendor item code, edit any amounts received that are different than the amount ordered, add last minute ordered items, reject broken or spoiled items and record reason.

ReceivingOrder

Order Lines

General Details

Vendor: Dairy Company / 3
 Order Id: --
 Ordered Total Cost \$: 504.2400

Received Date: 06/15/2018
 Status: Draft
 Received Total Qty: 41.00

Invoice Number: 4586
 Ordered Total Qty: 42.00
 Received Total Cost \$: 492.24

Label Generator

Received Items - Received Items

Item Code	Supplier Code	Item Name	Rcv Qty	Rcv UOM	Rcv Price \$	Rcv Tot \$	Rjct Qty	Reason	Remarks	FMV \$	Pur Price \$
6882	213	Milk, White, skim, 8 oz	5.00	1 Ea / Ea - 50 Ea / Case	12.0000	60.00		--Select--		--	12.0000
7096	212	Milk, White, 1%, 8oz	14.00	1 Ea / Ea - 50 Ea / Case	12.0000	168.0000		--Select--		--	12.0000
6879	213	Milk, Strawberry, skim, 8 oz	3.00	1 Ea / Ea - 50 Ea / Case	12.0000	24.00	1.00	Date Expir		--	12.0000
213	213	Milk, Chocolate, skim, 8 oz	11.00	1 Ea / Ea - 50 Ea / Case	12.0000	132.0000		-----		--	12.0000
0500	0500	Juice, Orange, 4 oz	3.00	1 Ea / Ea - 72 Ea / Case	8.8700	26.6100		Breakage		--	8.8700
7116	7116	Juice, Grape, 4 oz	3.00	1 Ea / Ea - 72 Ea / Case	14.8700	44.6100		Date Expired		--	14.8700
6435	6345	Juice, Apple, 4 oz	3.00	1 Ea / Ea - 72 Ea / Case	12.3400	37.0200		Incorrect Item		--	14.8700
								Seal Broken		--	12.3400

Partially received orders automatically create back orders (if allowed by the district) or can be closed by the user.

Rejected items can be recorded and subtracted from the receiving screen along with documentation of reason.

Dynamic Inventory Workflows for Warehouse & Central Kitchen Staging, Picking, Transfers and Truck Routes

Upon submission of supply orders at any site or upon submission via central approval, orders are available instantaneously at the warehouse, central kitchen, or other designated site. If the “virtual” stock [on-hand (+) on-order (-) committed] is below what is required, a warning can be displayed (both to the ordering site and the stock clerk). Warehouse staff can easily pull supply orders into transfers by highlighting and clicking on orders. Picks lists can be generated by site or summarized for staging by delivery route, with sorting by location to optimize picking. Shipping tickets can then be arranged by order of delivery for optimal packing.

Home > Inventory Management > Document Manager

Approve
 Submit
 Transfer All
 Undo Selected Transfers
 Select All
 Unselect All
 Bulk Change

Requisition
 Purchase Order
 Transfer
 Receiving
 Preorder
 Supply Requisition

	View	Del	Edit	Document Type	Supplier	Destination Site	Document Status	Due Date	Document Id
<input type="checkbox"/>				Transfer	*Warehouse	East Middle School	Draft	03/22/2018	6124
<input type="checkbox"/>				Transfer	*Warehouse	West Middle School	Wait2BReceived	03/20/2018	6125
<input type="checkbox"/>				Transfer	*Warehouse	Cherry Elementary School	Wait2BReceived	03/20/2018	6126
<input type="checkbox"/>				Purchase Order	Primary Grocery	*Warehouse	Wait2BReceived	03/16/2018	6133
<input type="checkbox"/>				Purchase Order	Produce Company	*Warehouse	Wait2BReceived	03/16/2018	6134
<input type="checkbox"/>				Supply Requisition	*Warehouse	Cherry Elementary School	On Order	03/27/2018	6136
<input type="checkbox"/>				Supply Requisition	*Warehouse	East Middle School	On Order	06/15/2018	6138

Destination: East Middle School
Delivery Date: 3/22/2018

Pick List

Supplier: *Warehouse
Transfer Code: 6124

Item Name	Code	PU Qty	UU Qty	Purchase Unit	Picked Qty	Location	Remark
Ham, Honey, Smoked, Sliced	6409	1.00	5	1 Lb / Lb - 5 Lb / Case		Cooler/Cooler	
Prod, Celery	220	1.00	5	1 Lb / Lb - 5 Lb / Case		Cooler/Cooler	
Prod, Peppers, Red Bell	222	1.00	2	1 Bg5 / Bg5 - 2 Bg5 / Case		Cooler/Cooler	
Prod, Tomatoes	206	1.00	20	1 Lb / Lb - 20 Lb / Case		Cooler/Cooler	
Cooler/Cooler		4.00					
Cereal, Grits, Corn	6408	2.00	2	1 Bg5 / Bg5 - 1 Bg5 / Bag 5 Lb		Dry Storage/Dry Storage	
Crackers, Animal, Package	347	1.00	100	1 Ea / Ea - 100 Ea / Case		Dry Storage/Dry Storage	

MANAGE DISTRIBUTION

Add last minute orders, edit and print shipping documents

Transfer

General Details

Order Id: -- Status: Draft Due Date: 02/11/2007
 Destination: North High School / 201 Expected Total Cost \$ 88.00 Actual Total Cost \$ 88.00

Add Item: [N] Quantity: Purchase Unit: [Add]

Transfer - Items to Ship to Sites

Item Code	Item Name	Ord Qty	Ord UOM	Total Order	Purchase Price \$	Unit Price \$	Extended Price \$	Sup Qty	Sup UOM
4625	FOIL, ALUMINUM	1.00	1 RI / RI - 1 RI / Roll	1.00	7.95	7.95000	7.95	1.00	1 RI / RI - 1 RI / Roll
4626	FILM, PLASTIC	1.00	1 RI / RI - 1 RI / Roll	1.00	6.50	6.50000	6.50	1.00	1 RI / RI - 1 RI / Roll
4643	CUPS, SQUAT 4 OZ	1.00	1 Ea / Ea - 1000 Ea / Case	1000.00	19.95	0.02000	19.95	1.00	1 Ea / Ea - 1000 Ea / Case
4644	CUPS, SQUAT 8 OZ	1.00	1 Ea / Ea - 1000 Ea / Case	1000.00	18.95	0.01900	18.95	1.00	1 Ea / Ea - 1000 Ea / Case
4647	FORK, DISPOSABLE	1.00	1 Ea / Ea - 1000 Ea / Case	1000.00	34.65	0.03500	34.65	1.00	1 Ea / Ea - 1000 Ea / Case

Site Name: East Middle School Site ID: 560 Sylvan Avenue Englewood Cliffs NJ 07632

Vendor Name: *Warehouse Vendor ID: 1 Englewood Cliffs CA

Remarks:

Delivery date : 03/22/2018 Order Id : 6124

Transfer Shipping Document

Ref. No.	Item Name	Item Code	Supply Qty	Supply UOM	Supply Total	Order Qty	Order UOM	Ord UU Qty	UU Price	Total Cost/PU	Ext Price
6116	Beef, Patty	6800	1	120 Ea / Case(c)	\$39.00	1	120 Ea / Case(c)	120	\$0.325	39.0000	\$39.00
6116	Cereal, Grits, Corn	6408	2	1 Bg5 / Bag 5 Lb	\$57.34	2	1 Bg5 / Bag 5 Lb	2	\$28.67	28.6700	\$57.34
6116	Chicken, Breast, Fillet	6544	1	16 Lb / Case	\$21.00	1	16 Lb / Case	16	\$1.312	21.0000	\$21.00
6116	Crackers, Animal, Package	347	1	100 Ea / Case	\$9.00	1	100 Ea / Case	100	\$0.090	9.0000	\$9.00
Grand Total			21		\$424.59						

Received By: Remarks: Temp Shipping: Temp Receiving: Temp Returns:

Virtual Stock Calculator finds potentially missing items and creates orders

Virtual stock calculators find where you may come up short when ordering based on par and re-order points. The virtual stock calculator is activated in a popup window whenever the user clicks on the Item Code in any screen in the system. In addition, orders may be created by clicking on the "missing item" button. On-hand stock levels are compared to stock on-order from suppliers and stock committed to requisitions. If at any time the virtual stock level falls below the re-order point, the item is placed on a suggested order in the amount needed to fill maximum par.

Virtual Warehouses

Any site can be designated to process requisitions and transfers. The second tab of the Virtual Stock Calculator displays stock levels at every site. If its too late to order an item from a supplier and the warehouse is short, the site user can quickly locate available stock anywhere in the district. This feature is also useful in identifying and distributing overstock at year end.

Site(s) Stock Level

General

Name: Beef, Patty Code: 6800

Sites

Site Name	Site Code	Min PAR	Max PAR	Purchase Unit	UU Qty	PU Qty
*Warehouse	1	0	0	120 Ea / Case	720.00	6.00
Main High School	2	0	0	120 Ea / Case	4075.00	33.96
East Middle School	3	0	0	120 Ea / Case(c)	360.00	3.00

General Stock Details Site(s) Stock L

Name: Beef, Patty Code: 6800 Description: 120 each/case; Pre-cooked

Site parameters

Site Name: *Warehouse Site Code: 1 Min PAR: -- Max PAR: -- UU Qty: 720.00 Usage unit: Each Avg UU Item Cost: 0.3250

On Order Stock

On Order: 1560 Committed: 840 Virtual Stock Level: 1440

Purchase Units Quantity

Quantity	Purchase Unit
6.00	120 Ea / Case

TrakNOW can provide your food and nutrition services with a clear quantifiable return on investment. Inventory management alone can target over ordering, waste and hoarding. The integration of menu planning, costing and food production along with procurement and inventory can provide even greater savings in labor, as well as food cost. These systems literally pay for themselves as they are implemented. Typical cost savings realized while implementing the software are listed below.

Annual Food Cost	Projected Savings (Example at 5%)
1 M	\$50,000
2 M	\$100,000
5 M	\$250,000
10 M	\$500,000

Reduction of Food Costs

Food cost is an important controllable expense that provides additional and ongoing return on investment as each system software component is implemented. Accurate food cost and variance analysis is instantaneous allowing managers and supervisors to react quickly to changing circumstances. Most customers experience savings between 2 ½ and 15% depending on the previous degree of formal inventory control plus the number of integrated components purchased. The table provides a conservative illustration.

Features and savings:

Just-in-time ordering reduces inventory levels, as well as shrinkage, spoilage and loss – if its not there it can't disappear

Accurate scaling of recipes provides consistency of product, inventory usage and portioning

Accurate forecasts based on history reduce overproduction and waste

Invoice reconciliation assures that the correct product and price is received

Leftover management optimizes use of existing finished product and reduces spoilage

Physical inventories counting whole and broken units eliminates the math, no decimals or fractions needed.

Other Benefits Include:

Time saved analyzing menus for nutrition

Time saved analyzing menus for components

Time saved creating production records

Time saved automatically printing pick lists, production guides, transport sheets, etc.

Time savings submitting orders to suppliers

Time saved creating orders and requisitions

Time savings counting inventory

Time Saved publishing and analyzing bids

Reduced inventory holding costs, due to accurate ordering

Reduced printing costs, through count sheets that display active inventory

Supplier web interfaces reduce labor and increase accuracy in ordering

Continuing Education Credits for TrakNOW Training

Earn CEUs for TrakNOW training and receive credits toward fulfilling annual Professional Standards requirements.

For New Customers:

- TrakNOW online or onsite software training is SNA Approved for CEUs
- Earn CEUs for implementing/training of each purchased module
- Current CEU credits available
 - Up to 16 for managers
 - Up to 20 for district personnel
- Training is designed to be pertinent to your district's needs
- Certificates are available upon completion of each training module

For Existing Customers:

CEUs are Available for *Online Refresher Training*. Attendees earn up to 2 CEUs, 1 CEU per Nutrition or Inventory module, while becoming more proficient in the following:

- Menu planning
- Forecasting
- Production records
- Perpetual inventory & more

Contact your account manager or TrakNOW specialist for details.



Automate your Payment System

Free up staff time – Increase overall Revenue
Speed up lines in the cafeteria – Boost participation
Reduce cash in the cafeteria, calls from parents, and returned checks
and now...

Allow parents to pay for ALL School Activities from the
comfort of their home, office or smartphone



PayPAMS is the missing piece that completes *your* financial puzzle.

A Great System for Parents!

- Pay for student's meals and school activities online from the convenience of home or office 24/7
- Schedule automatic payments based on account balance
- Monitor what their student eats
- Receive e-mail notification of meal account balance/low balance
- Pay with credit card, PayPal or electronic checks for all school activities from one convenient location
- Pay now or schedule a payment for a future date
- Browse website to view available school activities (i.e. Community Education classes)
- Contact the relevant school department with an easy to use "contact us" form
- Can maintain one account for multiple students and non-students

A Great system for Districts!

Provides an important and convenient service with no upfront investment, possibly no cost. *

- Dedicated technical support to monitor system 24/7 and assist school district administrators
- Seamless integrations with POS system
- Software, site maintenance, technical support, installation and training are **Free of Charge!**
- The installation process is simple and done remotely
- Detailed reports available online - deposits by student account, district and bank account

How much does it cost?

Free Web Hosting **Free** Installation
Free Software **Free** Training
Free Set Up **Fee** Per Transaction

* The transaction fee can be paid by district, by parents or split between district and parents

* Experience shows that when the district pays the transaction fee, participation increases significantly



How do I install PAMS in my district?

Call TODAY to start PayPAMS in your school district!



1. Contact PayPAMS for application forms
2. Return signed application forms
3. Schedule FREE software installation and training
4. Notify parents with free marketing material provided by PayPAMS

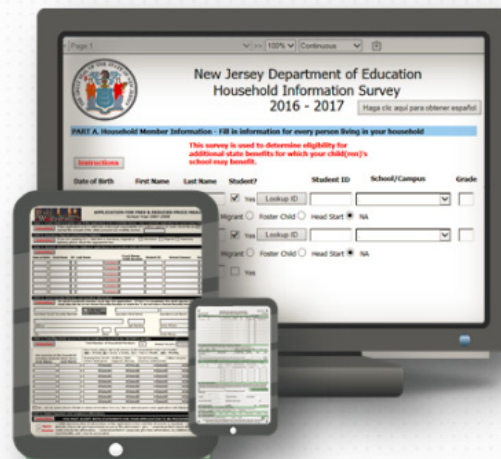
Digital Document Management Business Process Consulting

Cloud based or self hosted document management systems for both online and traditional printed paper forms for every foodservice business process.

PcsForms, *powered by OpenText*, utilizes the latest technology to provide solutions to almost any paper or forms based process; Collections Assistance, Special Diets Allergen Management & Diet Orders, Scanning & Online Apps, Household Surveys, Cafeteria Inspection Reports, Catering Management, Summer Feeding Program sign-ups, Pre-populated forms of any type & more...



To
This



Whether you take your work flow online or want to save money scanning paper applications and surveys, PcsFORMS has the solutions!

Online operation support multiple formats and platforms for computers, laptops, tablets, and smart phones along with electronic signature. Pre populated forms speed completion of Free and Reduced applications for parents and a combination of ICR, OCR, and IMR technologies speed processing of paper applications while reducing errors.

Consulting & Custom Forms - Customize any of the solutions on the following page to your needs or sign up for a workflow analysis and see how we can reduce steps and eliminate tasks in almost any area. Or, create completely new applications.

Business Process Management

Eliminate steps and streamline tasks while you take your paper forms ONLINE with digital document solutions for ...



Special Diets - Allergen tracking & Doctor's Diet Orders

Facilitates communication between doctors, parents, district staff and managers. Identifies and tracks allergens from scanned nutrition fact sheets and works with your menu planning and POS systems allowing dietitians to manage individual students requirements.



Collections Assistant - for managing meal account debt

Reduce negative balances fast! Generate personalized email and paper notifications, aging reports, payment plans and alerts and collection agency exports. District-wide dashboard for status and progress.



Free and Reduced Scanning and Online Apps

Fully integrated with POSNOW central office application processing and supports interfaces with any F&R software.



Catering Management

Online catering order processing provides central approval, automated email confirmations, invoice generation, eliminating messy spread sheets.



Household Income Surveys

Maximize funding for CEP schools with online or scannable paper surveys to replace Free and Reduced applications.



Summer Food Service Program (sign-ups)

Streamline your enrollment process for internal and external programs, track meal counts, distribute meal preparation loads, apply employee seniority to assignments, and much more.



Cafeteria Site Inspections for annual site review

Complete forms online (state or local format). Identify and track corrective actions, easily compiling statistics for reporting and analysis.



Custom Forms and Processes

Experienced PcsFORMS consultants will analyze your current workflow and paper based processes to design automated electronic solutions.

Online F & R applications are available through the PayPAMS Parent Portal. Parents and guardians can also open a PayPAMS account to conveniently check the status of their application, print eligibility status letters at anytime, and even monitor their students' meal participation, free of charge.

ApplyNOW provides a safe and secure web portal for parents and guardians to apply for their student's eligibility status for reimbursable meals. The application process is quick and easy. In a few short steps the application is done and electronically signed. F & R staff can then review applications faster than ever.

This online application incorporates many of the USDA F&R Prototype application best practices. **A "wizard" walks the user through the process, resulting in a complete, error free application that is ready for district personnel to qualify via automated processes in PosNOW central office.**

With **ApplyNOW** personal information is protected using encryption technology. Parents can rest assured that their information is safe. To learn more about how information is protected, parents can click on a Security link on the application page to view our encryption methods.

Save time, money, and labor

- Eliminate paper applications altogether!
- Save on printing and postage.
- No distribution hassles.
- No daily pick up of apps from each school.
- No application review and calls to parents for missing information. The software checks for complete information before the next step can be taken.
- Process apps at a click of a button.
- Option for District to upload student eligibility status for parents to view, with eligibility letter available for download and printing.

ApplyNOW Integrates seamlessly with PosNOW central office F & R application processing

- Applications submitted automatically flow into the processing software at the click of a button.
- Eligibility status automatically flows to the POS.

Online Application

Thank you for submitting your application!

Your Confirmation Number is ON9VJ20140401T08:50:39.507

If you have further questions please contact the District Child Nutrition Office

[Click here to print](#)

[Homepage](#)

Special Diets quickly and easily identifies potential menu conflicts for individual students whether the menu item consists of a single ingredient, recipe, or a full salad bar.

Here's how we do it - Special Diets downloads Menu information from PCS' TrakNOW Nutrition and Inventory program or from any other compatible menu planning software you may be using. Then the software analyzes scanned data including critical nutrition information contained in food item fact sheets and ingredient labels. Special Diets automatically recognizes and extracts the allergens, food sensitivities, and any other factors you have tagged for detection. The tagged items can be as simple as the primary eight (8) allergens that everyone is familiar with or can be an unlimited number of additional allergens and other factors.

Diet Order Management - Student diet orders signed by their doctor are scanned so that student's diet information can be captured and saved to the student record along with an image of the scanned student diet order. Acknowledgement of the receipt of the Diet Order is emailed to parents.

Allergen Management - The system automatically compares the allergens and other factors recorded for the student with each food item that is used in the menu. Reports are generated to identify menu items that should be avoided as well as suggestions for menu substitutions. These reports are distributed via email to cafeteria managers, nurses and parents, with support for multiple school assignment. School nurses and cafeteria managers also have direct access to the information, via logging into the system.

Completing the loop - Finally, a suggested POS message is provided to the cafeteria manager in order to alert cashiers of specific information pertaining to this student. Allergen tagging of POS items is already provided for schools that itemize their POS selections

Dear Manager,

Subject: Procedure for students with Peanuts, TreeNuts, MilkFluid, Shellfish allergy for the 2016-2017 school year.

I have received a diet order for <studentname> (<studentID>) and it has been processed.

Please make the following notations in POS for this student

Terminal display: Dairy Ease LF Milk; Allergy to Peanuts, TreeNuts, MilkFluid, Shellfish; Pureed meals

Dietary Restriction: Lactose Intolerance - No Fluid Milk; No Peanuts, No TreeNuts, No MilkFluid, No Shellfish containing products

Additional instruction if applicable:
- Provide 1 carton of Dairy Ease Lactose Free milk with breakfast and lunch. Dairy Ease is available from the milk company. The box contains 12 half pint and the expiration date is longer than regular milk.

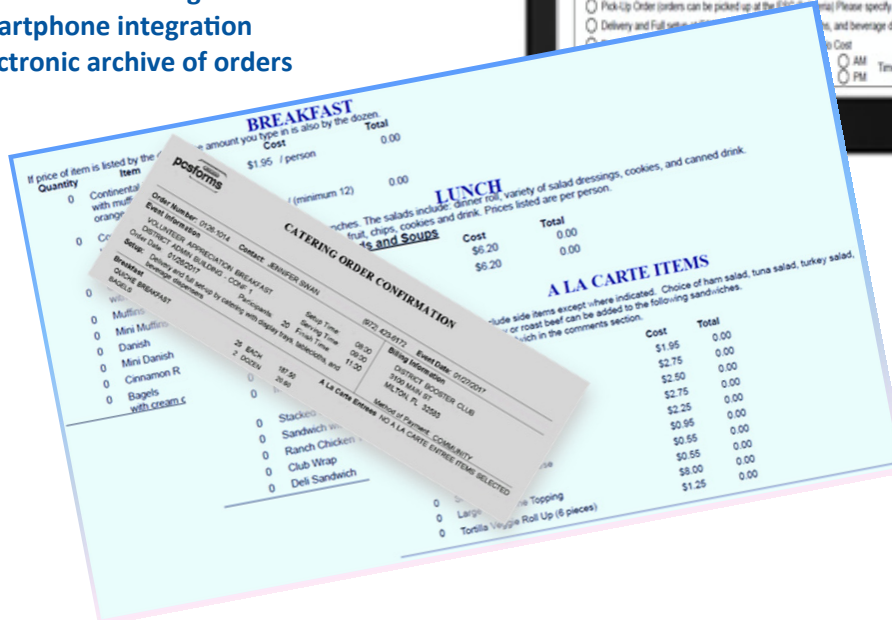
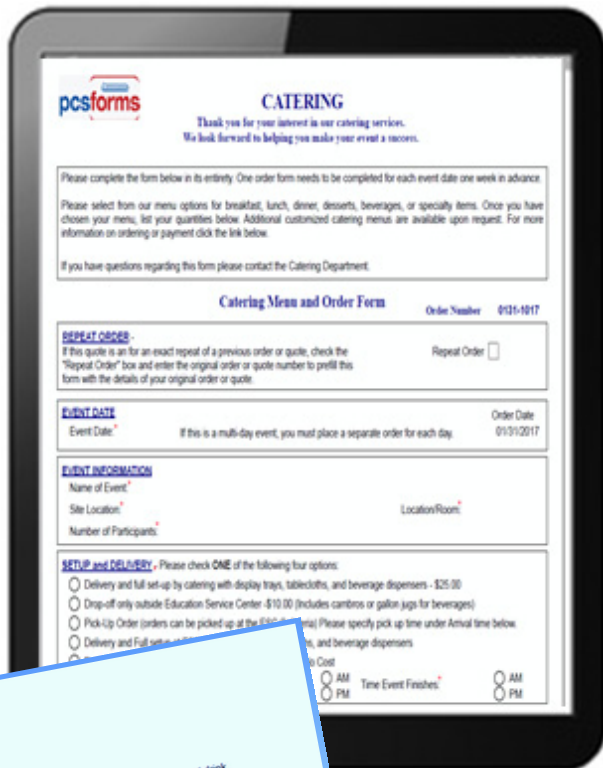
The screenshot displays the 'Special Diets Management' software interface. The main window shows student information for Gabriel Mathenge, including school (East Mecklenburg High), gender (Male), grade (8), and date of birth (01/09/2003). It lists dietary restrictions such as 'Texture' (Chopped, Ground, Pureed) and 'Diagnosis' (Food Intolerance, Food Allergy). A list of allergens is provided: Dairy, Egg, Wheat, Gluten, Barley, Malt, Oat, Rice, Egg, Egg Whole, Fish, Shellfish, Avocado, Beans, Broccoli, Carrots, Celery, Green Beans, Lettuce, Mushrooms, Onion, Peas, Artificial Color, Blue Dye, Red Dye, Yellow Dye, and Caramel Color. The interface also includes a communication history table and a 'Send Mgr. Email' button.

Catering Management

Say goodbye to messy spread sheets. Online order processing provides central approval, automated confirmations and invoice generation

Our Catering Management forms automate tasks and eliminate steps providing a streamlined process that makes it easy for you and your catering customers to manager orders and billing.

- ✓ Customizable online order form
- ✓ Real-time order alert to catering manager
- ✓ Automatic confirmation of reviewed order
- ✓ Supports quick entry of repeat orders
- ✓ Flexible workflow supporting multiple approval levels
- ✓ Automatic invoice generation
- ✓ Smartphone integration
- ✓ Electronic archive of orders



PcsForms, powered by OpenText, utilizes the latest technology to provide solutions to almost any paper or forms based process.

Business Process Management

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Custom Forms and Processes

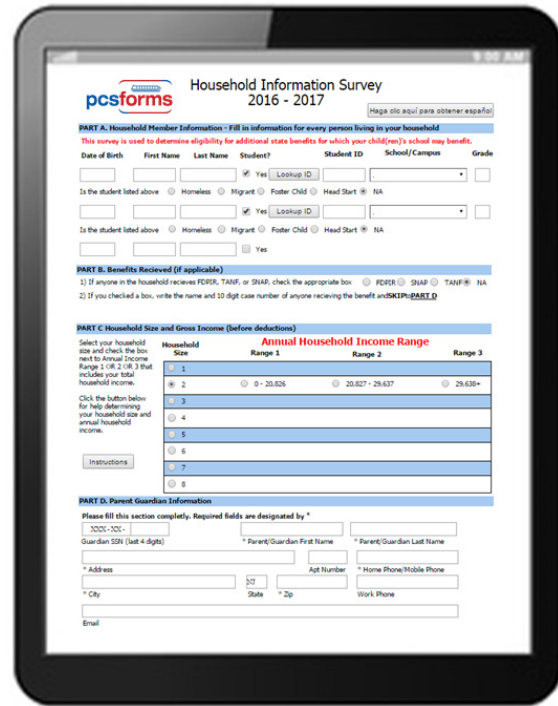
Experienced PcsFORMS consultants will analyze your current workflow and paper based processes to design automated electronic solutions.

Household Survey for CEP Schools

Maximize funding for your District with online or scannable paper surveys to replace Free and Reduced applications for CEP schools

Our Household Survey forms make it easy for Food Service or other District staff to gather and process household income information. The household survey workflow is very similar to Free and Reduced applications processing.

- ✓ Customizable online & scannable forms
- ✓ Integrates with enrollment systems
- ✓ Prepopulate survey forms to reduce errors and speed information entry for parents
- ✓ Smartphone and tablet integration
- ✓ Flexible workflow for easy review of surveys
- ✓ Identifies non-respondents for additional mailings or emails
- ✓ Reports for school principals
- ✓ Electronic archive of orders
- ✓ Custom export formats



Household Information Survey / Cuestionario sobre Información del Hogar

Parent/Guardian (padre/madre): _____
 Street Address (Dirección): _____ City, State, Zip (Ciudad, Estado, Código postal): _____

Student ID Number (Número de ID del Estudiante): _____ First, MI, Last Name (Nombre, Inicial de Segundo Nombre, Primer apellido): _____ Student's Date of Birth (Fecha de Nacimiento): _____ School Name (Nombre de la Escuela): _____ Grade (Grado): _____

SECCIÓN A
 Do you or anyone in your household receive Supplemental Nutrition Assistance (SNAP) or Temporary Assistance to Needy Families (TANF)?
 ¿Recibe usted, o alguien en su hogar, Asistencia de Nutrición Suplementaria (SNAP) o Ayuda Temporal para Familias Necesitadas (TANF)?
 If you answered YES to either of the above, skip SECTION B and continue to the SIGNATURE section.
 Si usted contestó SÍ a cualquiera de las preguntas anteriores, saltarse la SECCIÓN B y continúe a la sección de la FIRMA.

SECCIÓN B. Complete only if all answers in SECTION A are NO. Complete solamente si todas las respuestas en la SECCIÓN A son NO.
 Number in Household / Número de personas en el hogar: _____
 Enter the total number of household members, including all adults and children.
 Escriba el número total de miembros del hogar, incluyendo a todos los adultos y a los niños.

Annual Gross Income / Ingreso Bruto Anual: \$ _____
 Enter the total annual household income. Include income from all household members, including children, and from all sources.
 Escriba el total de los ingresos familiares anuales. Incluya los ingresos de todos los miembros de la familia, incluyendo a los niños, y de todas las fuentes.

Signature: An adult household member must sign the survey.
 FIRMA: Un miembro adulto del hogar debe firmar el cuestionario.
 I certify (promise) that all information on this application is true and that all income is reported. I understand that the school will receive federal and state funding based on the information provided.
 Prometo que toda la información en este cuestionario es verdadera y que he reportado todos los ingresos. Entiendo que la escuela recibirá fondos federales y estatales basados en la información que he ofrecido en el cuestionario.
 Sign Here: _____ Date: _____
 Firma aquí: _____ Fecha: _____



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Business Process Management

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Special Diets - Allergen tracking & Doctor's Diet Orders

Facilitates communication between doctors, parents, district staff and managers. Identifies and tracks allergens from scanned nutrition fact sheets and works with your menu planning and POS systems allowing dieticians to manage individual students requirements.



Collections Assistant - for managing meal account debt

Reduce negative balances fast! Generate personalized email and paper notifications, aging reports, payment plans and alerts and collection agency exports. District-wide dashboard for status and progress.



Free and Reduced Scanning and Online Apps

Fully integrated with POSNOW central office application processing and supports interfaces with any F&R software.



Catering Management

Online catering order processing provides central approval, automated email confirmations, invoice generation, eliminating messy spread sheets.



Household Income Surveys

Maximize funding for CEP schools with online or scannable paper surveys to replace Free and Reduced applications.



Summer Food Service Program (sign-ups)

Streamline your enrollment process for internal and external programs, track meal counts, distribute meal preparation loads, apply employee seniority to assignments, and much more.



Cafeteria Site Inspections for annual site review

Complete forms online (state or local format). Identify and track corrective actions, easily compiling statistics for reporting and analysis.



Custom Forms and Processes

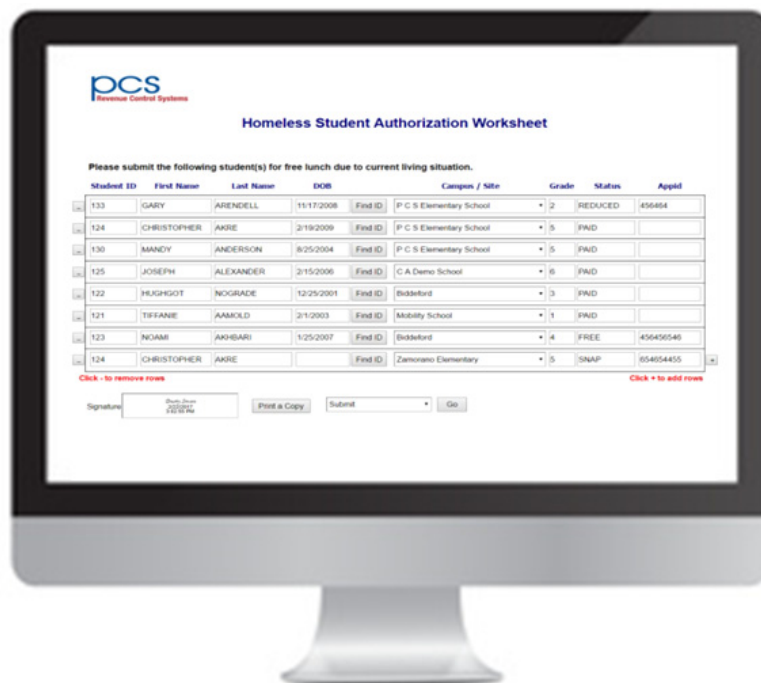
Experienced PcsFORMS consultants will analyze your current workflow and paper based processes to design automated electronic solutions.

Homeless/Migrant Authorization

Simplifies communication with homeless/migrant liaisons staff to expedite the approval process for certification of free status

The Homeless, Migrant, Runaway online form automates tasks, providing workflows that eliminate steps for a streamlined process that makes it easy for you and your homeless/migrant liaisons to communicate effectively.

- ✓ Easy to use web hosted form
- ✓ Provides authenticated secure access for your homeless / migrant liaison
- ✓ Prepopulates student information, reducing time & errors
- ✓ Real-time database lookups
- ✓ Notifies liaisons to current status
- ✓ Digital signature approval
- ✓ Automatic workflow routing to appropriate staff
- ✓ Electronic archives for audit, tracking and accountability.



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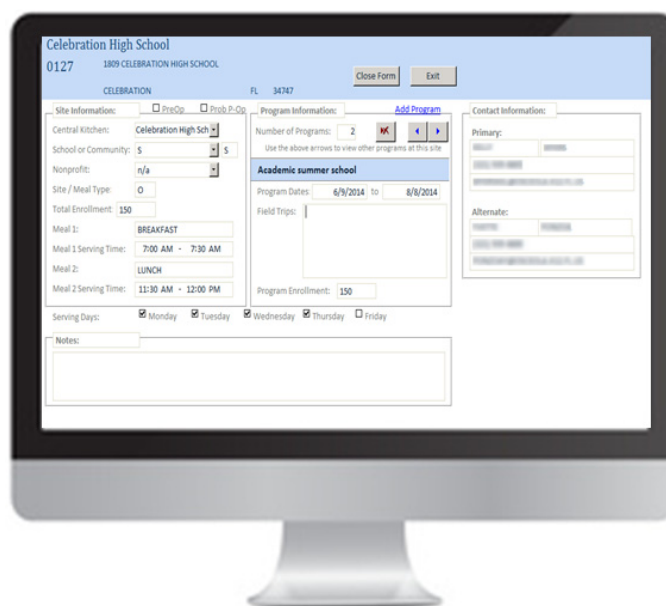
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Summer Food Service Sign-ups

Streamline your SFSP Sign-up process for district and community programs

Our Summer Food Service Program online sign-up forms automate tasks and eliminate steps. A streamlined process makes it easy for you and your staff to maintain compliance while gathering all the information necessary to on-board your feeding sites.

- ✓ Eliminate complicated spread sheets
- ✓ Provides online application forms for internal and external programs
- ✓ Flexible workflow supporting multiple approval levels
- ✓ Maintains one central database for all users to access
- ✓ Easily distribute meal preparation loads across kitchens
- ✓ Track meal counts
- ✓ Includes sign ups for staff looking for summer employment
- ✓ Tracks employee seniority to assist in assignments
- ✓ Automatically emails State Sponsor Site Agreement form to the program participant with digital signature capability
- ✓ Provides automated collection of information for background checks
- ✓ Includes online state pre-operation inspection form
- ✓ Smartphone integration
- ✓ Electronic archive of all documents



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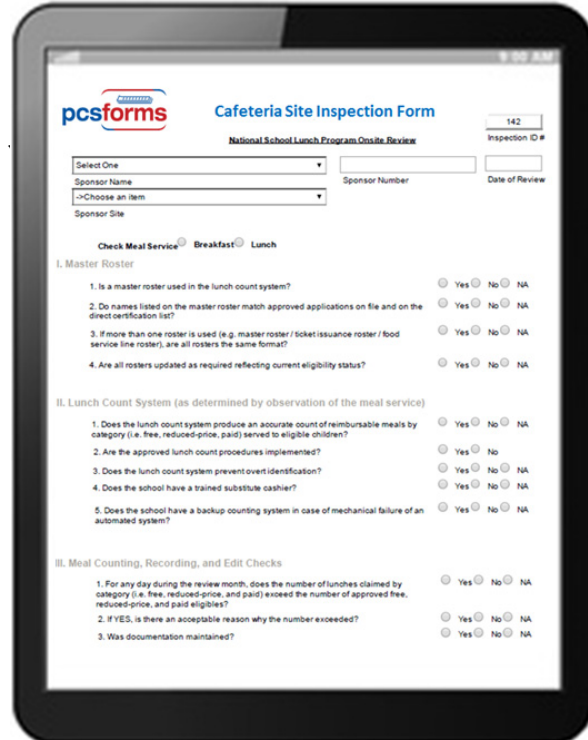
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Cafeteria Site Inspections

Complete inspection forms online for annual site reviews using your state or district format for easy auditing. Identify and track corrective actions and easily compile statistics for reporting and analysis.

Cafeteria Site Inspection forms are designed for easy online entry utilizing the convenience of tablets or conventional computers and laptops.

- ✓ Customizable online & scannable Forms
- ✓ Smartphone and tablet integration
- ✓ Built-in calculations for financial reporting of fiscal performance
- ✓ Customizable scoring for important evaluation metrics including food cost, operating ratios such as cost per meal & labor hour, etc.
- ✓ Sign with your finger, “wet signature integration”
- ✓ Automatically generates corrective action plans
- ✓ Tracks corrective actions required
- ✓ Flexible workflow for easy review and approval of inspections forms



Data visualization - charts highlight statistics for easy identification of problem areas

“Wet signature” support allows electronic signatures to be collected for every inspection.

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According to SNA's [2019 School Nutrition Trends Report](#), 75% of responding districts report having unpaid student meal debt at the end of the 2017/18 school year. Legislation banning student meal debt shaming in the cafeteria is contributing to debt increases as high as 1,000%.

Existing POS systems lack many of the specialized workflow management tools required to tackle this problem head on. That's where the power of sophisticated automated processes included in Collections Assistant makes a difference, decreasing debt as much as 70% year over year, while eliminating "shaming".

- ✓ Automated notifications
- ✓ E-mail, paper, or both
- ✓ Definable frequency escalation
- ✓ Daily or weekly aging reports
- ✓ Customizable debt level tracking
- ✓ POS system integration
- ✓ Best practices training
- ✓ Configurable business rules for collection procedures
- ✓ Payment plan management

The screenshot displays the 'In-Process Student Information Access' interface. It includes a navigation menu on the left with options for 'In-Process Student Information Access', 'In-Collections Student Information Access', 'Archived Student Information Access', and 'In-Process, In-Collections and Archived Students Reports'. The main content area shows a search form for a student, with fields for 'Student ID' (011428) and 'Student Name' (Whitman, Ig O). Below the search form, student details are listed: Date Entered Process (10-18-2018), Region (none), School (Shackelford Jrs), Grade (7), DOB (01-03-2005), FRP Status (P), Enrollment Status (E), Household ID (19679), and Parent/Guardian information (Ashley D Stevia, 1714 Ridgewood Dr, Arlington, TX 76012, 817296-9148, Email: ashley.stevia118@gmail.com). A 'Suspend Letters' checkbox is also present. At the bottom, there is a table for 'In-Process Balance History' with columns for Balance Date, Balance, FRP Status, Enrolled Status, and Suspend Letters Setting.

Balance Date	Balance	FRP Status	Enrolled Status	Suspend Letters Setting
10-18-2018	-4.25	P	E	No
10-19-2018	-7.15	P	E	No
10-22-2018	-3.05	P	E	No
10-23-2018	-7.30	P	E	No
10-24-2018	-11.55	P	E	No

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pcsforms
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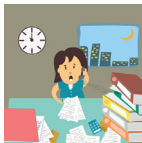
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U.S. Public School System Applies Intelligent Forms Automation Solution to Student Nutrition

Charlotte-Mecklenburg Schools saves time and reduces risk with OpenText™ LiquidOffice and OpenText™ TeleForm

Charlotte-Mecklenburg Schools (CMS) is located in the Charlotte, North Carolina region and provides academic instruction to more than 148,000 students in pre-Kindergarten through Grade 12 in 170 schools throughout Mecklenburg County. Each day, approximately 19,000 CMS employees guide their students according to the highest standards, earning CMS widespread acclaim as one of America's best school districts.

Background

Approximately 1,400 employees work in the Child Nutrition Services department at Charlotte-Mecklenburg Schools (CMS). Their mission is to contribute to a successful academic experience and encourage a lifetime of healthy eating by providing affordable and nutritious student meals. Each day, they provide 36,000 breakfasts and 78,000 lunches to students, totaling more than 20 million meals a year. To manage the growing volume and complexity of students' nutritional needs, CMS, with the help of PCSForms Division from partner PCS Revenue Control Systems (PCS), streamlined and automated its manual processes with OpenText LiquidOffice and OpenText TeleForm to save time, improve service, and reduce risk.

Challenge

Increasing volume of application forms

The CMS Child Nutrition Services department might be compared to a restaurant chain with 170 locations. Menus are designed and approved by a menu committee, and meals are computer analyzed to ensure they meet federal nutrition guidelines. However, unlike a restaurant, menus are customized to accommodate students with special dietary needs. In recent years, student volumes and special requirements have outgrown the staff's manual, paper-based processes.

INDUSTRY

Education

CUSTOMER

Charlotte-Mecklenburg Schools

PARTNER

PCS Revenue Control Systems

CHALLENGES

- *Rising application volumes outgrowing existing processes*
- *Inefficiencies and delays with manual, paper-based processes*
- *Increased risks with manual data capture and workflows*

SOLUTIONS

- *OpenText™ LiquidOffice*
- *OpenText™ TeleForm*

BENEFITS

- *Digitized processes increase productivity, resulting in time and cost savings*
- *Time redirected to more value-added activities*
- *Full process visibility and audit trails help reduce risks*
- *Ability to process 13 times more simple diet order forms per day*

“I used to process 10 to 12 of the simple diet order forms in a day, but now I can do more than 20 in an hour.”

LILIANA MYERS, DIETETIC TECHNICIAN, CHARLOTTE-MECKLENBURG SCHOOLS

Catherine Beam, Executive Director for Child Nutrition Services at Charlotte-Mecklenburg Schools, explains that they began the process of automating and streamlining paper-intensive processes several years ago: “All of this started when free and reduced meal application processing was moved from the individual schools to the central office. We were getting roughly 32,000 paper application forms that had to be processed within 10 days of receipt. There was no way to handle that manually.”

Solution

Intelligent forms automation

Enter PCS (or PCS Revenue Control Systems, Inc.), a nationwide provider of K-12 school food and nutrition services technology and valued OpenText partner. The school board enlisted PcsForms, a division of PCS, to deliver a solution for processing meal application forms. PcsForms deployed LiquidOffice and TeleForm.

TeleForm is an intelligent forms automation solution that provides a paper on-ramp for document and forms-driven processes using powerful design, capture, and recognition technologies to eliminate time-consuming manual data entry, improve efficiency, and control costs. Organizations can easily handle thousands of forms a week using automatic classification and data extraction, and can update integrated systems with accurate validated information.

LiquidOffice is an intelligent forms automation solution that enables organizations to automate people and forms driven processes using electronic forms and workflow capabilities for improved efficiency, control, and customer satisfaction. LiquidOffice integrates with TeleForm to bridge paper and digital worlds and deliver end-to-end intelligent forms automation solutions.

Automatic allergen management system

Managing special dietary requests for students used to be a particularly manual and time-consuming task for CMS. The process hinges on the Diet Order form, which lists a student’s allergies and dietary restrictions, and must be signed by a doctor. In recent years, increasing numbers of students required dietary modifications, leaving CMS staff overwhelmed by the Diet Order submissions. “We typically receive 1,200 to 1,300 Diet Order forms in the first six weeks of school. The stack of papers is huge. The complicated ones take much longer than the simple ones, so we were hoping to be able to process the simple ones more efficiently in a batch,” says Margaret Cameron, Wellness and Marketing Specialist at CMS.

The solution offered by PCS and powered by LiquidOffice and TeleForm was robust enough to handle their growing volumes but simple enough for staff to use and manage.

Benefits

Top marks in digital transformation

At the start of the 2016/17 school year, CMS launched its new end-to-end allergy management system. Incoming documents, including the diet order form, are scanned in and all outgoing documents such as confirmations and menu plans are handled automatically via the system. The Child Nutrition Services department has seen dramatic benefits with OpenText intelligent forms automation, including process acceleration, cost reduction, and lowered risk.

Automated processes save significant time

The once cumbersome, paper-based process of managing special dietary requests is now a smooth, automated process. Employing state-of-the-art digital scanning and online processing, the solution facilitates communication between doctors, nurses, dietitians, managers, and staff, and integrates nutrition requirements, menus, and point-of-sale (POS) systems. Dusty Swan, Product Manager, PcsForms explains, “It used to take CMS an extraordinary amount of time to generate letters and custom menus. They had a huge spreadsheet for more than 900 students at 170 schools, which they emailed to each site manager individually. For each student, they would generate a new Microsoft® Word document and attach the applicable doctors’ note. The Teleform AutoMerge Publisher feature allows them to customize it for one set of allergies based on the record, automating the process and cutting down dramatically on manual work.”

Liliana Myers, Dietetic Technician at CMS, describes the speed of the new solution: “I used to process 10 to 12 of the simple diet order forms in a day, but now I can do more than 20 in an hour. The process now involves simply scanning the incoming orders, verifying the allergens in the system, merging records and then sending out a batch of pre-formatted emails.” Cameron continues, “Being able to scan the diet orders eliminated another cumbersome part of the process which was managing the mass of paper that was flooding our fax machine and courier mail. We can get them scanned so much faster than doing it by hand. When I look at last year versus this year, my time was down by more than half.”

Another manual step in the data capture process that has been automated is the tracking of food ingredients. Today, the team can scan ingredient labels and the solution automatically reads allergen information extracted from the ingredients list. It integrates that with menu planning to highlight menu items that conflict with allergies. “Once it reads the ingredients, it finds all of the different allergens that they track and automatically checks them off. That saves a lot of time,” says Swan.

In the past, the team used a Microsoft® Excel® spreadsheet and manually marked every ingredient from each food label. Now, they scan the labels and the solution tells them which allergens are present. It reduces the time spent in half.

Tracking and auditing enables process visibility, reduces risks

Another key benefit of accurate data capture has been the audit trail that staff can now follow. The liability risk associated with managing students’ allergies and special diets is extremely high, and documentation is critical. Cameron describes how the solution helped with a recent concern over a student’s allergies: “I was able to go to the database and search for the student. Everything was right there. I found where I had typed in my notes, the phone conversations that I had with the mother and the doctor, the Diet Order form, the supporting documents, and the letters and menus that we sent via email to the manager and the parents. I was able to show exactly what we did and why. We could be confident that we had done the right thing since all the information was in one place with a full audit trail available.”

Improved customer service

With all the information at their fingertips, the team can provide better service to stakeholders. The time savings also allow staff

to focus on value-added activities such as enhanced service. “We’re able to provide more verbal support to the managers. They receive written instructions, but we have time now to address more complicated cases over the phone. In the past, there might have been uncertainty, and we couldn’t address those concerns quickly. Freeing up my time has enabled me to instruct managers personally, which has been really helpful for them,” explains Cameron.

Bonus marks for surpassing expectations

Building on the success of the special diet program, CMS applied the OpenText intelligent forms automation solution to its Summer Food Service Program. With close to 200 sites providing food services every summer, CMS wanted to improve the site registration process, which was taking one person three months every spring. “There was a sign-up process with a lot of paper that had to be managed,” says Beam. Now, the registration process is online and is already yielding positive results. “It was deployed just this week, and we already have customers signed up. In fact, the team has seen faster responses than when they used to send a large paper application packet,” reports Beam.

Future

As the CMS school board looks to the future, Child Nutrition Services is seeking out other opportunities to streamline data capture and workflow processes. “I’m very interested in what else we might take a look at, given the success of the Diet Orders and Summer Food Service Program,” says Beam. A document management system to more efficiently store the significant volume of documents may also be on the menu. The team is committed to taking whatever steps are necessary to fulfill its goal of healthy and safe nutrition for its students.



PCS Revenue Control Systems is a leader in school food and nutrition technology, providing a complete and fully integrated line of products and services to the K-12 market. System solutions include; PcsForms – Student Allergen and Special Diet Management, Free & Reduced Scanning and Web Apps, Catering Management, School Inspections, Household Surveys, and digital document management for and business process; PayPAMS – Parent Portal for Web Pre-payment and Free and Reduced Meal Applications; POSNOW – Point of Sale, Vending, Payment Kiosks, Meal Accountability, Claims, and enrollment interfaces; TrakNOW – Menu Planning, Production and Nutrition, Supply Chain Management, Inventory Management, Central Kitchen and Central Distribution. Sales and support services are provided nationwide through regional offices and corporate offices located in Englewood Cliffs, New Jersey.

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