

RFP No. F2024047 Annual Contract for Meal Management Software
 Post-Demonstration Score

Award

		PCS Revenue Control Systems, Inc. Englewood Cliffs, NJ HUB - No	
Evaluation Criteria	Max Points	Score	
Specifications	340	252.29	
Project Management	50	32.14	
References	60	56.00	
Price	350	350.00	
Demonstration	200	148.57	
Total Score	1000	839.00	

RFP No. F2024047 Annual Contract for Meal Management Software
Initial Score

Award

		PCS Revenue Control Systems, Inc. Englewood Cliffs, NJ HUB - No	
Evaluation Criteria	Max Points	Score	
Executive Summary	100	68.43	
Proposed Solution	100	72.86	
Project Management Approach & Implementation	100	64.57	
Requirements/Specifications	400	284.57	
Service Level Agreement	50	30.71	
Total Score	750	521.14	

Scope of Work for Tarrant County Juvenile Detention

1. Modules:

- i) **Point of Sale System (WebPOS/PCS Central Office)**
 - (1) Real time food service headcounts and child identification in real time
 - (2) Referral serving display with photo
 - (3) Point of Sale that tracks and stops meal transactions served to children with allergens when a known allergen is included in the meal
 - (4) Point of Sale that tracks when a free meal has been taken by child by meal session to avoid duplicate meals
 - (5) Ability to utilize "Roster Mode" to quickly serve by designated group
 - (6) Ability to utilize Officer login in reports to track personnel who served the meal
 - (7) Tracking of meals served by individual, meal session, and eligibility
 - (8) Extensive central office module with robust, customizable reporting
 - (9) Point of Sale is cloud-based and continues to work offline based on the last updated information, automatically uploading transactions when the system returns online
 - (10) Easy deactivate referrals in one click as they exit the center

- ii) **TrakNOW (Menu Planning/Production Records/Inventory Management)**
 - (1) USDA approved for nutrient analyses required in the school meal programs and for use in certification of compliance with the National School Lunch Program meal pattern requirements.
 - (2) Automated production records, inventory, and food orders based on meal planning
 - (3) Tracks perpetual inventory
 - (4) Menu Planning by day, week, and month with menu cycles and patterns
 - (5) HACCP, Allergens, Pictures, and Ingredient Labels held within the system for Items and Recipes
 - (6) Manages leftovers and last-minute menu substitutions
 - (7) Depletes inventory automatically based on production records
 - (8) Tracks average cost per meal production

2. Implementation Services

i) PCS Central/WebPOS

- (1) PCS will create an import utilizing a flat file from your referral database for this program. This can be automated if allowed and typically updates overnight. Our IT personnel will work with you to set up this process and test it before the system goes “live.”
- (2) Information in the form of a workbook will need to be completed at least 30 days before anticipated live date. The information needed relates to the flow and business rules of your account.
- (3) 30 days prior to implementation and after the workbook has been received and a PO issued, a Zoom meeting will be set up to discuss the workbook, answer questions, and set up dates and times for training and “go live” date.
- (4) PCS will set up the system as specified by the workbook instructions and any additional information gathered during the implementation meeting or ongoing calls and communication.
- (5) Eight hours of training is included. Typically, it is divided into four hours of point of sale training and four hours of PCS Central Office training.

ii) TrakNOW

- (1) An implementation meeting will be set once a PO has been provided.
- (2) PCS will import an item file(s) provided by you into the TrakNOW system. This can be an exported from your current system or an item file(s) from your supplier(s).
- (3) Ten hours of training and project management are included. This will involve setting up work flows within the system to meet your specifications. Item measurements, recipes, menus, and labels cannot be imported. These items will need to be entered by you into the system as applicable. Training will include how this process is accomplished. It is recommended that this system process begins at least 60 days before being utilized.

3. Pricing and Terms

- i) A Purchase Order is required before beginning any implementation process. Each module is invoiced as it has been implemented. Payment is expected within 30 days of invoice.
 - (1) PCS Central/WebPOS is considered implemented on “live date.”
 - (2) TrakNOW is considered implemented when your item database has been delivered. We offer data entry services at a rate of \$85 per hour if help is needed with the remaining information – measurements, labels, recipes, and menus. A separate quote can be generated based on the amount of information to be input.

ii) First Year Costs

(1) PCS Central/WebPOS - \$7,146.25 due from invoicing at implementation in accordance with the Texas Prompt Payment Act. Total includes initial one-time software licenses, technical services, 8 hours of training, and year one hosting and support fees.

a) PCS Central/Web POS - Year 1 Costs

\$2,246.25 – PCS Central

\$600 – PCS Central Annual Support

\$300 – WebPOS Annual Hosting (\$150 per site)

\$1,125 – WebPOS Site License (\$562.50 per site)

\$375 – WebPOS Terminal License (\$187.50 per license)

\$700 – PosNOW Annual Support (\$350 per site)

\$1,000 – PosNOW Technical Services (\$125 rate at 8 hours)

\$800 – PosNOW Remote Training (\$100 rate at 8 hours)

(2) TrakNOW - \$4,950.00 due in accordance with the Texas Prompt Payment Act. Total includes initial one-time software licenses, technical services, 10 hours of training, and year one hosting and support fees.

a) TrakNOW – Year 1 Costs

\$900 – TrakNOW Central Office License

\$1,500 – TrakNOW Annual Support/Hosting

\$1,200 – TrakNOW Site License (\$600 per license)

\$850 – TrakNow 10-Hour Remote Training

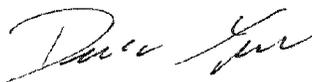
\$500 – TrakNOW Technical Services (\$125 rate at 4 hours)

(3) Hardware costs - \$5,399 for three (3) Quest 10" Tablets and two (2) USB Barcode Scanners. Hardware shall be invoiced upon receipt of goods.

(4) If implementation occurs on or after August 1, 2024, support and hosting costs will be pro-rated for the year one term based on the month each program is implemented.

iii) Second and Third Year Costs - \$2,900 each year. The PCS billing year is Jul 1st – Jun 30th each year.

iv) Support is available 7am – 7pm EST Mon – Fri by telephone which is always answered by a live person or by email. The account will always be supported at no charge for technical issues or questions.



David Yaniv
General Manager

May 5, 2024

PCS Revenue Control Systems
Maintenance Agreement for PCS Hosted System
RFP F2024047 Meal Management Software

This Maintenance Agreement is issued under or pursuant to the undersigned Customer's underlying license, subscription agreement, or purchase order for PCS Revenue Control Systems, Inc. software ("PCS Software" or "Software").

1. Maintenance Services

- 1.1. In consideration for PCS' obligation to provide Licensee/Subscriber/Purchaser (hereinafter, "Licensee") the maintenance services described below, Licensee agrees to pay PCS the support and maintenance fee set forth in RFP F2024047 Meal Management Software, for the Maintenance Period term of 12 months, that is to begin from GO-LIVE date (the "Annual Maintenance Fee"), in effect at each maintenance renewal date, upon invoice by PCS. To the fullest extent allowed by law, the Initial Maintenance Period, or any succeeding maintenance period, thereafter, will renew upon approval by Tarrant County Commissioners Court.
- 1.2. Maintenance services include technical support.
- 1.3. For Licensees that have PCS hosted software see the Service Level Agreement, in Attachment A.
- 1.4. Invoices are to be paid in accordance with the Texas Prompt Payment Act.

2. Technical Support

- 2.1. PCS's technical support includes troubleshooting problems in the Software, and rectification of any nonconformity of the Software to the Operations Manual. However, PCS is not obligated to provide technical support to Licensee if the Software fails to conform to operations because of any of the following reasons: (a) an act or omission of Licensee which is contrary to the operations manual, (b) the failure by Licensee to understand the functionality of the Software, and (c) data entry error. An additional charge of \$125 per hour may be incurred for PCS assistance in these cases. No additional charges will be assessed without PCS first notifying the Customer in writing that the current issue does not fall under the standard technical support and providing a not to exceed estimate of hours to address the issue and the Customer providing written approval to proceed.
- 2.2. PCS Technicians and DBA's can be made available at the Licensee's request for a charge of \$300/hr.
- 2.3. An "800" number is provided to Licensee for calls related to technical support. During the Maintenance Period PCS will provide technical support by telephone, email and/or direct access to the Licensee's computer(s) via internet access software such as ZOOM Remote, GoToAssist, or TeamViewer. Technical support is available between the hours of 7:00 a.m. and 7:00 p.m. Eastern Time, Monday through Friday, excluding national holidays. For access to PCS software by PCS support technicians to self-hosting Licensees, appropriate access must be provided. For example, ports must be opened on the Licensee's firewall. Licensee must have a person on-site who can make the connection available. PCS shall not be liable for maintenance delays due to Licensee's failure to keep equipment or personnel on-site, failure to provide required access, or for delays resulting from governmental interference.

3. Support Tickets

- 3.1. Support tickets are initiated on the receipt of a phone call by the Help Desk receptionist or the receipt of an email to support@pcsrcs.com. The process is as follows.
 - 3.1.1. A Help Desk Receptionist will verify the right to service and then initiate the service request process. Right to service will be verified by obtaining the caller's name, the school-district phone number and description of the problem.
 - 3.1.2. A Help Desk receptionist will document the service request in the ticket tracking system which will consist of the user's name, phone number, County name, and problem detail.
 - 3.1.3. The Help Desk Receptionist then documents the service request in the ticket tracking system. Many Help Desk calls are solved upon first contact by Help Desk staff. In this case a ticket is initiated, the resolution information is entered, and then the ticket is closed by the Help Desk technician.
 - 3.1.4. Tickets designated "urgent" are immediately assigned to a technician. If there is no Technical Support available, the receptionist may keep the call on hold until a technician becomes available. The following issues are considered urgent: 1) Tarrant County Juvenile Services can't serve 2) Federal, State, or Internal Audit is being conducted, 3) Users are unable to access the software.
 - 3.1.5. "Non-urgent" tickets, if no Technician is available, are monitored and updated to "urgent" status after 30 minutes, at which point they will be given to the next available technician.

4. Outages:

For hosted Software, support is provided as follows, per the attached SLA – Service Level Agreement. "PCS will respond to any reported outages within 2 business hours. If repairs or maintenance are required, a repair will be initiated within four (4) business hours of the initial report. Business hours are 7 AM to 7 PM Eastern Time Zone.

5. Software Version Release Updates

- 5.1. For PCS-hosted Software, new release versions are installed automatically for all customers.
- 5.2. New Software Version Releases and related Documentation automatically become part of the Software product and subject to all provisions of this Maintenance Agreement.

6. Ownership of Data and Disposition of Data at Termination of Agreement

- 6.1. The Licensee owns their data.

6.2. For Licensees using PCS hosted Software: Upon termination of this Agreement, and provided that such termination is not due to Licensee's breach of this Agreement, then upon Licensee's request, PCS shall make available to Licensee its hosted data during the term hereof in a mutually agreed-upon format, or delivered in an agreed-upon medium, provided that Licensee has paid all fees due hereunder through the date of termination.

7. Restrictions on Access and Use

Licensee is solely responsible for the confidentiality and use of its users' passwords and usernames. Licensee is responsible for all activities conducted under its access credentials to the Software and to Licensee's data maintained and/or managed therein and for its personnel's compliance with this Maintenance Agreement and any restrictions on use imposed by Licensee. Access to PCS Hosted software is not available outside the USA. Licensee's use of the Software shall not include reselling, sublicensing, or concurrent use of a single user login. Licensee shall not and shall not permit any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof or otherwise attempt to discover any source code or modify the Software in any manner or form; or (b) use the Software in a manner that is contrary to applicable law or in violation of any third-party intellectual property rights. Without limiting the foregoing, Licensee shall ensure that its personnel who use the Software do not attempt to gain unauthorized access to other users' and/or Licensee's customers' accounts.

8. Liability

LIABILITY ARISING UNDER THIS MAINTENANCE AGREEMENT AND THE UNDERLYING LICENSE OR SUBSCRIPTION AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES THAT ARE OBJECTIVELY MEASURABLE, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS MAINTENANCE AGREEMENT AND THE UNDERLYING LICENSE OR SUBSCRIPTION AGREEMENT TO THE CONTRARY, EXCEPT FOR LIABILITIES PCS' ENTIRE LIABILITY FOR ANY BREACH OF, OR OTHERWISE IN ANY WAY RELATED TO THE SUBJECT MATTER OF, THIS MAINTENANCE AGREEMENT AND THE UNDERLYING LICENSE OR SUBSCRIPTION AGREEMENT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR IN TORT OR ANOTHER THEORY, SHALL NOT IN THE AGGREGATE EXCEED THE ANNUALIZED MAINTENANCE OR SUBSCRIPTION FEE AT THE TIME OF THE FIRST ACT GIVING RISE TO THE CLAIM OR CLAIMS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PCS WILL NOT BE LIABLE FOR ANY LOSS OR CLAIMS ARISING IN CONNECTION WITH THIS MAINTENANCE AGREEMENT AND/OR THE UNDERLYING LICENSE OR SUBSCRIPTION AGREEMENT TO THE EXTENT THAT SUCH LOSS OR CLAIMS COULD HAVE BEEN AVOIDED OR REDUCED BY THE USE OF ECHOING AND/OR A LOCAL DOCUMENT SERVER (EVEN IF LICENSEE OPTED NOT TO USE ECHOING AND/OR OPTED NOT TO SUBSCRIBE FOR A LOCAL DOCUMENT SERVER).

9. Security

Licensee is responsible for maintaining security on workstations and servers on Licensee's side including but not limited to Windows OS licenses and updates, Internet browser or other application updates, network security, firewalls, Anti-Virus, email protection, locking workstations, backups, verification of non-PCS programs security, decommissioning of servers and workstations not in use, secure storage of confidential information, user provisions and maintenance, credentials security, contents of files uploaded to PCS programs, and more. Licensee is responsible for patching and upgrading its systems.

10. Data Privacy

Licensee will use reasonable efforts to securely transmit any Personal Identifiable Information (PII) Licensee transmits to PCS support.

11. Disclaimer

EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THIS MAINTENANCE AGREEMENT, TO THE FULLEST EXTENT ALLOWED BY LAW, PCS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND PCS HEREBY DISCLAIMS, ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Governing Terms

To the extent that the underlying license or subscription agreement or purchase order conflicts with this Maintenance Agreement, the terms of RFP F2024047, Annual Contract for Meal Management Software shall control with respect to the services set forth herein.

13. Compliance with Laws

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations and the Texas Prompt Payment Act. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

14. Miscellaneous

If any provision of this Maintenance Agreement is held by a court of competent jurisdiction to be void or unenforceable, such provision will be deemed modified and will be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Maintenance Agreement will continue in full force and effect. Each party has had an opportunity to confer with counsel in the negotiation and drafting of this Maintenance Agreement. Accordingly, ambiguities will not be construed against either party as the "drafting" party. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement. The counterparts of this Maintenance Agreement may be executed and delivered by email, portable document format (.pdf), or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by email or other electronic means as if the original had been received.

Executed by:

Licensee: Tarrant County

PCS Revenue Control Systems, Inc.

By: _____

By: *David Yaniv*

Print Name: Tim O'Hare

Print Name: David Yaniv

Title: County Judge

Title: General Manager

Date: _____

Date: 04/11/2024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Attachment A SLA - Service Level Agreement for PCS hosted Software

PCS hosted software is located in our Cologix facility in Parsippany, New Jersey.

Security for this facility is provided 24/7/365 by Onsite Security Personnel. Three Factor Authentication (Proximity Card, Fingerprint & Iris Scan), High-Definition CCTV Monitoring, and Dual Interlock Pre-action Fire Suppression Systems are in place. The district's data is physically housed at this site.

As the proposed system is a hosted cloud solution there is no requirement for local server installation.

Users with the required credentials can access the system from any computer within the USA with an internet connection running one of the supported browsers.

1. Availability of Service

- 1.1. **Facilities and SLA.** 99.99% SLA Uptime Guarantee High Density 20 kW Cabinets SSAE16, HIPPA, PCI DSS, SOC 1&2 and Safe Harbor Compliant Biometric Authentication Metered or Fixed Power Billing Multiple 2 (N+1) Redundant Power Systems Carrier Neutral Above FEMA 500 Year Flood Plain
- 1.2. **Power.** Fully Redundant Power – The Cologix power infrastructure is engineered to deliver resilient, uninterruptible power even in the event of multiple component failures. Cologix uses 2 (N+1) redundant power systems with UPS and battery validation systems, and diverse power feeds from totally autonomous isolated power systems, all of which are supported by backup diesel generators. Additionally, there is a JCP&L Power Substation onsite.

2. Application Security

PCS programs use HTTPS for encrypting traffic throughout the data communication channel, from one end to the other, as is the standard for web applications all over the world.

3. Network Monitoring

- 3.1. **Availability Monitoring** – PCS monitors up to 6 TCP ports (HTTP, HTTPS, SMTP, POP3, Etc.) per server for service availability. General server availability is tested every five (5) minutes via ping.
- 3.2. **Fault Monitoring** – PCS monitors status events on servers and network devices including network availability, process status, file system capacity, and backup success/failure. The hosting service provider monitors core OS and application log files for critical/warning application and system events. For servers from the Dell PowerEdge and HP ProLiant lines, PCS' hosting service provider monitors server hardware faults.
- 3.3. **Performance Monitoring** - PCS monitors key performance metrics for the operating system (i.e. CPU, RAM, Disk), and select applications (i.e. process statistics, users, throughput) and databases (i.e. caching, performance, transaction success).

4. Outages

PCS will respond to any reported outages within 2 business hours. If repairs or maintenance are required, a repair will be initiated within four (4) business hours of the initial report. Business hours are 7 a.m. to 7 p.m. Eastern Time Zone.

5. Maintenance

- 5.1. PCS provides preventative maintenance for;
 - 5.1.1. Hosted systems operating system updates
 - 5.1.2. Windows Patching maintenance
 - 5.1.3. SQL systems updates
 - 5.1.4. Server Software updates
- 5.2. PCS will provide advance notice for scheduled software new version releases and any maintenance that must be performed during business hours.

6. Disaster Recovery

PCS has redundant phone and data systems. In the event of an extended closure of the PCS corporate offices, fully remote operational capabilities are available.