



PERRIS UNION

HIGH SCHOOL DISTRICT

Perris Union High School District

NUTRITION SERVICES POINT-OF-SALE (POS) & MANAGEMENT SOFTWARE SYSTEM

Due – Monday, April 19, 2021 – 3:00 PM

**Nutrition Services Department
155 E 4th St., Perris CA 92570**

NOTICE OF INTENT

It is the intent of the Perris Union High School District to award a multi-year (3-year) contract as a result of this Request for Proposals (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

- A. **Best Value** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor's product(s) and/or services, and price.
- B. **Contract** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor's Proposal that is satisfactory to the District, and the District's Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- C. **PUHSD, Perris Union High School District, and/or the District, and/or government entity** refers to Perris Union High School District
- D. **Proposer** refers to the person/firm that submits the proposal to this RFP.
- E. **Project** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- F. **Proposal** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.
- G. **RFP** refers to this Request for Proposals.
- H. **Responsible Vendor** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the software service requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- I. **Responsive Proposal** refers only to those proposals that comply with all material, minimal requirements and administrative aspects of this RFP.
- J. **Vendor** refers to the person(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.
- K. Singular terms shall include the plural and vice versa. A gender reference includes both genders.

Dear Vendor,

The Perris Union High School District is pleased to provide you with these document forms enabling you to respond to this year's Nutrition Services Point-of-Sale and Management Software System RFP.

The District has 8 School Sites with over 10,000 students. The Food Service department participates in the NSLP breakfast, lunch, snack programs. The District has an 76% free and reduced student population with over 6,000 meal transactions a day.

Our goal is to encourage full participation in the school lunch program for all students giving them the opportunity to consume well-rounded meals during break periods. The Department generates about \$400,000 in yearly cash income with approximately two-thirds of the meal payments handled with our current on-line payment system MySchool Bucks.

California has passed student data privacy laws, Ed Code 49073.1 (incorporating AB 1584) and CA Business & Professions Code 22584 (incorporating SOPIPA), that require schools to only enter into contracts for digital resources that meet the stated data privacy thresholds; therefore, we need to have a signed data privacy agreement as part of this RFP.

The Perris Union High School District is a part of the CA Student Privacy Alliance; all our providers are to sign the CA Student Data Privacy Agreement or CSDPA. The document web address link is included with this agreement and you may find it here: https://sdpc.a4l.org/agreements/CSDPA_2_0.pdf. For further information, the Web page is located at https://sdpc.a4l.org/view_alliance.php?state=CA.

The proposal documents in the packet include:

- Document Check-off for Sheet – Signed & Dated
- Instructions & Information for Proposers
- General Conditions
- RFP Pricing Matrix Form
- Proposer Criteria Form
- Proposal Form
- Non Collusion Declaration
- Certificate And Disclosure Statements (2)
 - o Certificate Regarding Lobbying
 - o Suspension And Debarment Certification
- Contractor's Certification – Regarding Drug-Free Workplace
- Contractor's Certification – Alcoholic Beverage and Tobacco- Free Workplace

- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification

Please take special notice of all the terms and conditions in the proposal document in order to be a successful Proposer. A document check off sheet has been included to assist you.

Thank you for taking the time to submit a proposal on our business. We hope many of you are successful Proposers and that we will enjoy a mutually profitable relationship with your company.

Sincerely,

Audrey Mitchell
Director of Food Services
Perris Union High School District

Perris Union High School District

Document Check-Off Sheet

- RFP Pricing Matrix Form
- California Student Privacy Agreement or DSDPA
- Proposer Criteria Form (Provides minimum requirements of proposers and references)
- Proposal Form (Document in which proposer agrees to the terms of the proposal is awarded)
- Non Collusion Declaration with Signature
- Equal Opportunity Employment
- Certificate And Disclosure Statements (This certification is required to be completed by the contractor each time an SFA renews or extends an existing contract that exceeds \$100,000)
- Certification Regarding Lobbying (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal)
- Suspension and Debarment (Required annually for any new contracts or extensions of contracts that could exceed \$100,000. Required to receive one from every existing or potential contractor to be considered for Proposal)
- Contractor's Certification – Regarding Drug Free Workplace
- Contractor's Certification – Alcoholic Beverages and Tobacco Free Workplace
- Contractor's Certification – Worker Compensation
- Clean Air and Water Certification

**Please COMPLETE, SIGN & RETURN the following items with your sealed proposal:
Failure to return any of the above items completed and signed with the original sealed proposal may qualify your proposal non-responsive.**

Signature

Date

STANDARD TERMS AND CONDITIONS

1. **PLACE FOR SUBMITTING SEALED PROPOSALS:** Proposals must be submitted at the following location (“Place for Submitting Sealed Proposals”):

Perris Union High School District,
Nutrition Services Department- Audrey Mitchell
155 E. 4th Street, 2nd Floor
Perris CA 92570.

2. **PROPOSAL DEADLINE:** Proposals must be received at the Place for Submitting Sealed Proposals not later than **Monday, April 19, 2021, at 3:00 p.m.** (“Proposal Deadline”). No late proposals will be accepted. Proposals submitted shall include one (1) hard copy and one (1) thumb drive copy of the proposal.
3. **RFP FORM:** Each proposal must be made on the proposal form and cover sheet provided. Please note that if a discrepancy occurs between the proposal forms and the proposal cover sheet, the amount quoted on the proposal form will take precedence.
4. **RFP REQUIREMENT:** Each proposal must be submitted in a sealed envelope addressed to :

Perris Union High School District,
Nutrition Services Department- Audrey Mitchell
155 E. 4th Street
Perris CA 92570

Each sealed envelope containing a proposal must be plainly marked on the outside:

“Nutrition Services Point-of-Sale and Management Software System RFP 041921” and the envelope must bear on the outside the name and complete address of the vendor.

5. **NOTE TO PROPOSERS:** Vendor must be willing to include ALL General Features listed in Attachment A in order to be considered responsible and responsive for this proposal.
6. **SERVICE REQUIREMENT:** The successful vendor agrees to accomplish all work covered by these specifications.

- 7. PERFORMANCE BOND: A performance bond is not required.**
On May 5, 2016, the U.S. Department of Agriculture (USDA) issued Policy Memorandum SP 35-2016: This memo clarifies that the bonding requirements in 2 *CFR*, Section 200.325 apply only to subcontracts of construction or facility improvement contracts exceeding the Simplified Acquisition Threshold
- 8. PREVAILING LAW:** In the event of any conflict or ambiguity between a) the Instructions to Proposers, General Conditions, Specifications, Agreement, or any other document forming a part of this RFP, and b) state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP shall conform to all applicable requirements of local, state and federal law.
- 9. ENERGY POLICY AND CONSERVATION ACT:** Vendor will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
- 10. INDEPENDENT CONTRACTORS:** While providing the items included herein, the Vendor is an independent contractor and not officer, employee, or agent of any participating school district.
- 11. NON-DISCRIMINATION ENDORSEMENT:** Vendor agrees to comply with all applicable Federal and California state anti-discrimination laws and regulations and agrees not to unlawfully discriminate against any prospective or active employee engaged in the work on basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by the law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Vendor agrees to require like compliance by all subcontractors employed. or any other category protected by the law. Vendor is required to sign the Equal Opportunity Act endorsement included with this agreement.
- 12. ASSIGNMENT OF THE AGREEMENT:** No agreement awarded under this proposal shall not be assigned without the prior written approval of the participating districts.
- 13. TERMINATION OF AGREEMENT WITHOUT CAUSE:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Vendor. Said notice shall be in writing and shall be delivered to the addresses listed for the Vendor. District retains the right to terminate this Agreement for convenience at any time. These termination rights include any event of school closure due to Force Majeure

and/or events beyond the control of the District, when the goods or services contracted for are no longer needed during the period of school closure. Due to significant budgetary shortfalls, the District is not in a position to pay for goods and services that cannot be delivered, used, or rendered. Vendor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination. Other than payments for goods or services satisfactorily rendered prior to the effective date of said termination, Contractor shall be entitled to no further compensation or payment of any type from the DISTRICT.

- 14. RIGHTS TO INVENTIONS:** The DISTRICT retains any rights for product specifications that may be developed by the DISTRICT and used by the vendor in execution of this agreement according to 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"
- 15. CALIFORNIA STUDENT PRIVACY AGREEMENT OR CSDPA:** The Perris Union High School District is a part of the CA Student Privacy Alliance; all our providers are to sign the CA Student Data Privacy Agreement or CSDPA. A link to this document is listed here: https://sdpc.a4l.org/agreements/CSDPA_2_0.pdf. For further information, the Web page is located at https://sdpc.a4l.org/view_alliance.php?state=CA.
- 16. CERTIFICATION:** The Perris Union High School District may make such investigations as he deems necessary to determine the ability of the Proposer to perform the work and the Proposer shall furnish the Owner all such information and data for this purpose as it may request. The School System reserves the right to reject any proposals if the evidence submitted by or investigation of such Proposer fails to satisfy the Board that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work.
- 17. CERTIFICATION REGARDING DEBARMENT:** The vendor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental agency. Signed certification regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements form must be completed and submitted with the vendor's proposal quotes.
- 18. INSURANCE:** Vendor must submit all applicable insurance documents required upon award.

- 19. REJECTION OF PROPOSALS:** The Perris Union High School District reserves the right to reject, in whole or in part, any and all proposals received, to waive technicalities, or to negotiate any term(s) or provision(s) of such proposals as meet the requirements and specifications of this RFP, such rejection, waiver, or negotiation to be accomplished in any manner necessary to serve the best interests of the Perris Union High School District.

The Perris Union High School District also reserves the right to be the sole judge of the suitability of any and all proposals for use by the Perris Union High School District.

The Perris Union High School District reserves the right to reject or otherwise disregard, in whole or in part, any ambiguous proposals or proposals which are uncertain as to terms or compliance with specifications.

- 20. PROPOSAL ACCEPTANCE/REJECTION:** The Perris Union High School District reserves the right to reject any and all Proposals. The right is reserved to reject any and all quotations, to omit any items called for or to accept the proposal deemed best for the Perris Union High School District.
- 21. NON-WITHDRAWAL PERIOD:** Proposals may not be withdrawn for a period of thirty (30) days from the date of proposal opening.
- 22. GOVERNING LAW AND VENUE:** In the event of litigation, the proposal documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in Riverside County.
- 23. ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
- 24. CANCELLATION:** In the event at any time during the contract period the vendor cannot provide acceptable product or service, the Perris Union High School District reserves the right to make other temporary arrangements for the procurement of a student meal accounting system.
- 25. CONTRACT PERIOD:** Contract period will be for three (3) years to expire on June 30, 2024. This contract may be extended for 2 one (1) year renewals by written agreement of both parties.

26. EVALUATION OF PROPOSALS: Once received, Proposals will be evaluated for responsiveness. A Proposal will receive a pass/fail determination for each of the following criteria:

1. Submission of one original proposal, submission of one thumb drive copy of the proposal.
2. Proposal contains all items from the Document Check Off Sheet.
3. Bidder is not debarred from receiving government funds.
4. All required forms and the cover letter have signatures of authorized person.
5. Bidder's product does not fail to meet any requirements in the Technical Specifications in Attachment A.

If a Proposal receives a pass score on all criteria listed above, it will proceed to responsibility evaluation. Evaluations will be based on the criteria listed below. The District will assign points to each responsive proposal at its own discretion.

<u>CRITERIA</u>	<u>MAX POINTS</u>
PRICE	35
ATTACHMENT A - GENERAL FEATURES	25
PROPOSAL QUALITY	20
EXPERIENCE & REFERENCES OF PROPOSER	20
TOTAL POINTS	100

1. Points for Price will be awarded based on the total cost proposed for services with the lowest cost being awarded the most points possible.
2. Proposal Quality refers to the overall quality of the proposal submitted by the Proposer. This includes completeness, compliance with proposal instructions, organization, spelling and grammar, and conciseness of descriptive text material.
3. The District reserves the right to contact Bidders to clarify proposals and/or ask for additional information. This may include requests for demonstration of services proposed.
4. The District reserves the right to waive any irregularity in any proposal, to

accept or decline any and/or all of the proposals, to take no action whatsoever, and/or to request the submittal of new proposals. All proposals submitted become the property of the District and will not be returned.

- 27. TIME IS OF THE ESSENCE:** Failure of the successful vendor to perform contracted service or deliver the merchandise within the required time shall constitute a material breach of contract. If a breach occurs, the vendor may be responsible for any damages the school system incurs, may be removed from the Perris Union High School District's proposal list and will forfeit the proposal bond.
- 28. PRICING:** All pricing must be guaranteed for three (3) years (unless otherwise specified). Any request for price adjustment must be made a minimum of 30 days prior to the effective date, must be supported by sufficient documentation to justify, and may not exceed the original mark up or down percentage of the original offering. Any such adjustment to the contract will not be effective unless approved by the Board of Education. In addition, PUHSD will be given the immediate benefit of any price decrease in the market or allowable discount.
- 29. BILLING:** All invoices for the POS & Manager Software System are to be sent to Perris Union High School District 155 E 4th St. Perris, Ca 92570 Attention: Nutrition Services
- 30. CONDITIONS FOR PAYMENT:** All items and terms must be as specified. Vendors cannot vary the terms of the specification. Additionally, Perris Union High School District shall be allowed not less than thirty (30) working days to receive, verify delivery, and process payment to all vendors. Payment shall not be made on purchase orders until all items and terms have been verified as meeting proposal specifications and received in acceptable condition.
- 31. SERVICE REQUIREMENT:** The successful Vendor agrees to accomplish all work covered by these specifications.
- 32. FORMATION OF CONTRACT:** A signed and submitted Proposal constitutes an offer to Contract with PUHSD to provide the goods and/or perform the services specified in this RFP. An RFP does not become a part of the contract unless and until it is accepted by PUHSD after approval by the PUHSD Board of Trustees.
No Vendor shall obtain any interests or rights in any award until the District issues a Purchase Orders in the name of the vendor(s).

- 33. QUESTIONS, REQUESTS FOR CLARIFICATION, OR INTERPRETATIONS REGARDING THIS REQUEST FOR PROPOSAL:** Questions regarding this proposal may be directed in writing only, via email, to Audrey Mitchell at audrey.mitchell@puhsd.org. Questions or RFI will be accepted no later than 3:00 P.M. on Wednesday, April 14, 2021.

All questions or RFI will be uploaded to the district website on Thursday, April 15, 2021, at 2:00 P.M. Prospective proposers shall not solicit or contact members of the district or other parties affiliated with the project during the proposal review process. District staff may choose to contact vendors for phone or video interviews as needed during the review process. Failure to comply with these requirements may result in disqualification.

- 34. ADDENDUMS:** In the event an addendum becomes necessary, it will originate in the Business Services Office. Any addenda issued during the time of the request for proposal distribution should be acknowledged and signed by the participating vendor and attached to their response form.
- 35. INSPECTION OF PUBLIC RECORDS:** All information received from vendors shall be subject to inspection once the proposal is awarded under California Public Records Act.

SPECIFICATIONS FOR Nutrition Services Point-of-Sale and Management Software System

1.0 INTRODUCTION

The Perris Union High School District is requesting proposals from highly qualified and capable firms and individuals with experience and expertise in providing a Nutrition Services Point-of-Sale Software and Management Software System RFP (herein after referred to as “System”, “Solution”, “POS”, or “Software”)

This Request for Proposal is designed to provide interested providers with sufficient basic information to submit proposal meeting minimum requirements, but is not intended to limit a proposal’s content or to exclude any relevant or essential data there from. Providers are at liberty and are encouraged to expand upon the specifications to evidence their product’s full capability. However, the proposal shall be concise and to the point, addressing ALL requested information as the primary focus.

All questions pertaining to this Proposal must be submitted in writing via email only to Audrey Mitchell at audrey.mitchell@puhsd.org (see page 12, item 34).

Note: Audrey Mitchell will respond in writing via e-mail and copy all prospective vendors. No oral responses shall be deemed official or binding.

2.0 DEMOGRAPHICS

The Perris Union High School District has 8 School Sites with over 10,000 students. The Nutrition Services Department participates in NSLP, SBP and after school snack programs. The District has a 76% free and reduced student population with over 6,000 meal transactions a day.

Our goal is to encourage full participation in the school lunch program for all students giving them the opportunity to consume well-rounded meals during break periods. The Department generates about \$400,000 in yearly cash income with approximately two-thirds of the meal payments handled with our current on-line payment system MySchool Bucks.

CURRENT APPLICATION AND MEAL ACCOUNTING SOFTWARE SYSTEMS IN USE:

Heartland Payment Systems – Websmartt Programs

<https://www.heartlandschoolsolutions.com>

Meal Payment Systems – My School Bucks

<https://www.myschoolbucks.com>

Meal Application Processing - Rocket Scan, by Image One

3.0 SCOPE OF WORK:

Provide a system that meets or exceeds the essential functions as listed in Attachment A: (Nutrition Services Point-of-Sale and Management Software System RFP). In doing so, the vendor may provide a hosted or non-hosted solution to include the software necessary for the district to operate a student meal accounting and nutritional system capable of performing the essential functions of the current software solutions in a more efficient and effective manner. The solution must include the ability to receive and accurately record online payments utilizing a variety of payment methods in a timely manner. The processing and recording of all student data, including all historical meal and payment transactions, must be easily sorted and transferred between computer systems.

PUHSD is looking for a solution and a vendor that already has an established predominant presence with a minimum of three (3) medium school districts (preferably in the state of California) with a student population of at least 10,000 students, who can provide customization for our district's needs, along with all the services necessary to install the system and train district staff to become self-sufficient with the Student Meal Accounting System.

The proposed system must be centralized and customizable to the district's specifications. The system must have the ability to produce all current and future state of California and USDA reporting requirements.

SCHOOL SITE INFORMATION

Software quote information.
Sites/Programs/Resources

Programs	Sites	# of POS	Workstations
	Food Service Office	0	4
High Schools			
⌘	Heritage High School	11	1
	Paloma Valley High School	11	1
	Liberty High School	5	1
	Pathways for Adult Life Skills	1	0
Contract sites - 100% Free - No Applications - Sales are entered manually in POS System and claimed in CNIPS			
++	Pinacate Middle School	4	1
++	Perris Lake High School	1	0
++, ⌘	California Military Institute	3	1
++, ⌘	Perris High School	11	1
Totals			
	Number of Sites with POS	8	
	Number of POS	47	
	Number of workstations	10	
Notes			
All sites offer NSLP AND SBP			
++ = CEP sites (Community Eligibility Program)			
⌘ = Snack Program			

RFP PRICING MATRIX FORM

Mark All that apply	Module/Services	Year 1	Year 2- Renewal Fees	Year 3- Renewal Fees
	POINT OF SERVICE MODULE			
	INVENTORY MODULE			
	PURCHASING MODULE			
	MENU PLANNING AND NUTRIENT ANALYSIS MODULE			
	PRODUCTION MODULE			
	FREE/REDUCED APPLICATION PROCESSING			
	ON-LINE WEB PAYMENT PROCESSING			
	MEAL ACCOUNTABILITY AND FRONT OFFICE MODULE			
	ONLINE PRE ORDERING MODULE			
	IMPLEMENTATION/TRAINING & SET-UP COSTS			
	TOTAL COST			

Other Services Cost - if not included above (Add additional sheets if necessary)

Mark All that apply	Module/Services	Year 1	Year 2- Renewal Fees	Year 3- Renewal Fees
	TOTAL COST			

Name of Preparer

Title

Signature of Preparer

Date

Perris Union High School District Proposer Criteria Form

**CERTIFICATIONS TO BE
SUBMITTED WITH
AGREEMENT**

PROPOSER CRITERIA FORM

The PUHSD requires that the successful Proposer meet the following minimum requirements:

- In business for minimum of 3 years
- Meet the minimum requirement as stated in the RRP
- Have three current school district references from districts with similar or larger enrollment of 10,000 students or more.

Please provide three current school district references:

A. School District: _____
Address: _____
Contact Person: _____
Telephone Number: _____

B. School District: _____
Address: _____
Contact Person: _____
Telephone Number: _____

C. School District: _____
Address: _____
Contact Person: _____
Telephone Number: _____

Name of Preparer

Title

Signature of Preparer

Date

By signing this form, you are verifying that your company meets the requirements stated above

PROPOSAL FORM
Nutrition Services Point-of-Sale
and Management Software System RFP

Proposal Number RFP #041921 Nutrition Services Point-of-Sale and Management Software System RFP

Proposal Closing Date: 3:00PM, Monday, April 19, 2021

Proposal Closing Site: PERRIS UNION HIGH SCHOOL DISTRICT

To: Director of Food Services,

- 1) Pursuant to and in compliance with the Notice Inviting Proposals, Information for Proposers, General Conditions, Proposal Form, Addenda, if any, and other documents relating thereto, the undersigned Proposer, having familiarized him/herself with the terms of the proposal and the conditions affecting the performance of the proposal, hereby proposed and agrees to perform, within the time stipulated everything required in this proposal for the amount herein set forth.**
- 2) This proposal shall continue to remain in effect after the initial period indicated for as long as all parties remain in agreement for additional purchases.**
- 3) Proposer shall complete the provided Non-Collusion Declaration and include it with proposal response.**

Name of Firm _____

Address of Firm (street, city, state) _____

(Name)

(Title)

of the Proposer, hereby certify under penalty of perjury in accordance with the laws of the State of California, that all the information submitted by the Proposer, in connection with Proposal RFP #041921, and all the representations herein made, are true and correct.

Executed this _____ **day of** _____ **, 2021,**
at (county).

Signature () _____
Telephone

Date _____

END OF PROPOSAL FORM

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL**

(Public Contract Code section 7106)

(Amended by Stats. 2011, Ch. 432, Sec. 37. Effective January 1, 2012.)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

(Signature of Officer)

(Typed Name of Officer)

(Office)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ *[date]*, at _____ *[city]*, _____ *[state]*.

EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____ (Company)

is an equal opportunity employer as defined in the Equal Opportunity Act

DATE: _____

CONTRACTOR

By: _____

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by 1) any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and 2) potential or existing contractors/vendors as part of an original proposal, contract renewal or extension when the contract exceeds \$100,000.

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.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of \$100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:
OR		
Name of Food Service Management or Food Service Consulting Company: (Vendor) _____		
Printed Name and Title: _____	Signature: _____	Date: _____
Name of School Food Authority:		Agreement Number:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance	2. Status of Federal Action: <input type="checkbox"/> Proposal/offer/application <input type="checkbox"/> Initial award <input type="checkbox"/> Post-award	Report Type: <input type="checkbox"/> Initial filing <input type="checkbox"/> Material change FOR MATERIAL CHANGE ONLY: Year: _____ Quarter: _____
3. Name and Address of Reporting Entity: Prime _____ Sub awardee _____ Tier _____, if known _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply): \$ _____ actual planned _____	12. Type of Payment (check all that apply): <input type="checkbox"/> Retainer <input type="checkbox"/> One-time fee <input type="checkbox"/> Commission <input type="checkbox"/> Contingent fee <input type="checkbox"/> Deferred <input type="checkbox"/> Other; specify: _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> In-kind; specify: _____ <input type="checkbox"/> Nature _____ <input type="checkbox"/> Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employees(s) or member(s) contacted, for payment indicated in No. 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: (_____) _____ Date: _____	
Federal Use Only:	Authorized for local reproduction Standard Form - LLL	

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in No. 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (No. 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in No. 1 (e.g., Request for Proposal (RFP) number; Invitation for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (No. 4) to the lobbying entity (No. 10).
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

**SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE**

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a proposal for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority
Potential Vendor or Existing Contractor (Lower Tier Participant):

Agreement Number

Company Name

Address

Printed Name

Title

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side 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," "participant," "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 Transactions," 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.

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____

Signature

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time

DATE: _____

CONTRACTOR

By: _____
Signature

Contractor's Certificate Regarding Worker's Compensation

(To be Executed by Vendor and Submitted with Proposal)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

Signature of Authorized Representative

Type Name of Above

Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Clean Air and Water Certification

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Authorized Representative

Title

Date

ATTACHMENT A

POS & MANAGER SOFTWARE

GENERAL FEATURES

TECHNOLOGY

Requirement:	Response (YES or NO)
Automated synchronization features for communicating updates in real-time between online payments, portal, central student database and distributed databases, supporting redundancy for off-line operation at the cashier station and manager station, as well as student mobility between schools.	
Automated synchronization feature for communicating in near real-time between Infinite Campus (SIS system) and supported software.	
Software must be compatible with preexisting hardware including Windows 10 Enterprise, 64-bit operating system and Apple MacOS 11.0 or higher, including Intel and M1 chip variants.	
Central Database must be cloud based.	
Online payment processor must be Payment Card Industry Data Security Standard (PCI DSS) Certified Webpage for further information listed below. https://www.pcisecuritystandards.org/	
Online payment site must be secure	
Transfer of student data must be secure	

INVENTORY

Requirement:	Response (YES or NO)
Identify food and non-food items	
Identify purchased and commodity items	
Support multiple vendors and supply units per items, including commodities	
Deplete spoilage and loss with reasons	
The option to set up cost basis using contract price, last price, weighted average, transfer cost, fair market value, delivery cost	
Automated order feature at the site level using current Nutrition Services Vendors. Please list all Vendors that are compatible with software.	
Ability to create an order based on par, predefined shopping lists, menu forecast, virtual stock level including on-hand plus on order minus committed stock, automatically split orders between vendor supplied, District approved items.	
Ability to receive items manually or update receiving	
Track variances between ordered and received counts and prices	
Allow sites the option to receive all items or to enter changes for items not received	
Physical Inventory Counts and Value Reporting	
Allow managers to reject items with reasons from prepopulated rejection list	
Allow for the entry of additional cost such as delivery fee, processing fee, broker's fee, storage fees, and pass through value (net off invoice)	
User would be able to enter zero received for shorted/out of stock items and discrepancies with the option to back order the item	
Provides the ability to display/print a report based on invoice number/vendor which provides a listing of variances in price and quantity between ordered and received	
Entry of counts in both usage units and purchase units	
Site user has the ability to setup and control physical inventory storage locations	
Physical inventory count sheets printable to match storage locations established by site user	
Display/Print variance report showing discrepancies in perpetual versus actual inventory balances	

PURCHASING

Requirement:	Response (YES or NO)
Ability to preselect specific site orders for automatic approval	
Automatically transform requisitions to purchase orders and supply orders based on supply chain hierarchy	
Summarize orders for multiple sites for drop ship by vendor	
Block items from appearing at specific sites	
Block sites from ordering specific items	

FREE AND REDUCED APPLICATION PROCESSING

Requirement:	Response (YES or NO)
Complies with current USDA and state application regulations	
Direct certification via file import	
Built-in interface to accept online free and reduced Applications.	
Complete Verification module	
Integration with on-line web applications	
Automated year end rollover process	
Notifies the user up to ten (10) days in advance when a "Pending" application expires	
Software generates Notification letters (Increase or decrease in benefits)	
The Meal Application software must be able to integrate with the District's Rocket Scan, by Image One, Free and Reduced meal application processing system for paper applications. https://www.rocketscan.com/free-and-reduced-meal-application-scanning/	
On-line Meal Application software must be able to be accessed by Parents/Guardians by either; desktop computers, laptops, tablets, and hand held mobile devices (Phones/Tablets).	

MENU PLANNING AND NUTRIENT ANALYSIS

Requirement:	Response (YES or NO)
USDA approved Nutrient Standard Menu Planning	
Complies with HHFKA / Preloaded with the latest USDA Child Nutrition (CN) database version	
Food based component menu planning	
Inventory/Commodity/Ingredient Management	
Recipe Management / Finished Product Management	
HACCP, Allergens and Target Temperature support	
Create, edit and delete menu templates for each meal and age group	
Create, edit and delete cycle menus from menu templates	
View average nutrition of a menu for 3-7 days with the ability to drill down to day, menu, pattern, recipe, and item	
Display costing per serving, cost per person, and food cost percentage	
Calendar menu can be printed and exported to other programs to allow for enhancement with graphic and additional notes	
Allow export of calendar into other programs to allow for enhancements such as allergen codes, nutrition, and export to HTML for web display	
Scale menu forecasts based on entering overall meal count forecast	
Editable Menu Item Counts	
Support editing of individual menu item counts for offer versus serve	
Distinguish between reimbursable meal forecast, adult, and ala carte forecast for nutrition analysis	
Analyze actual nutrition data after production record is complete	
Allow user to view actual nutrient analysis based on amounts entered from production records	
Support unlimited nutrition categories	
District can determine and set up categories based on needs – such as entrée, vegetable, fruit, etc.	
Transform recipe into finished goods without linking inventory items	
Each recipe allows for multiple serving unit descriptions, food component definitions, and links to an ingredient and/or finished goods nutrition data	

Recipes are a finished product	
Every recipe is automatically a finished product upon production and can be ordered, received, counted, and wasted/spoiled	
Preloaded database to include USDA recipes and USDA items. Ingredients/Recipes can be downloaded, copied, linked and re-linked to and from the Child Nutrition (CN) database	
Downloaded ingredients/recipes cannot be edited by the user / site	
Site users cannot change recipes and/or ingredients other than portions needed for production	
Manual or scannable entry of nutrition data	
Ability to print (detailed) menu formatted reports showing each menu items nutrient contents, i.e. carbohydrates, fat, calories, etc. not just total nutrients for the day (summary)	

FOOD PRODUCTION

Requirement:	Response (YES or NO)
District user defined production records	
District can design production records based on their needs and criteria to include inventory item number, vendor item number, pack size, portions per pack and serving size. Information is automatically generated based on the menu	
Print production records based on local and state guidelines	
Display production record screen for data entry based on menu plan	
Hide or display ingredients of recipes	
Record target temperature, time of withdrawal of item from heating or cooling source, temperature at withdrawal, and holding temperature on serving line	
Automatically create finished goods for produced items	
Automatically return finished goods to stock or spoil finished goods after posting usage	
Left-over Management	
Allow site manager to add leftovers to the menu	
Allow adjustment of preparation requirements based on leftovers available	
Automatically deplete raw ingredients from inventory when integrated with inventory module	
Allow site managers to choose between: Waste, Freeze	

(with use by date), Refrigerate (with use by date), and Use next day (with use by date)	
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ON-LINE WEB PAYMENT PROCESSING

Requirement:	Response (YES or NO)
Parent account management (ability for parents to set up email alerts on student's balance, set up automatic scheduled payments, able to view purchase history, divide payments between students in family and at different building sites)	
Ability to send balance alert email or text, both low and negative balance	
On-line payment via web or phone	
Ability for parents to use credit card, debit card or e-check	
Provides detailed monthly banking and financial reports	
Ability to setup recurring payments	
Low convenience fee for parents	

MEAL ACCOUNTABILITY & FULLY INTEGRATED FRONT OFFICE

Requirement:	Response (YES or NO)
Centralized student database account management	
Enrollment interface- INIFINITE CAMPUS	
Payment updated from web portal in real time	
Balances updated with school cafeterias within seconds	
Student/Adult accounts accessible from any school site POS with real time balances	
Ability to limit or restrict Student/Adult access at site level or site group (Middle, High)	
Centralized payment and refund capabilities	
Capable of restricting student/adult account access by site groups (Middle and High)	
Generate USDA Edit Check report	
Generate USDA approved reimbursement report	
Support Provision One and Two and CEP	
Allow students and adults to access their accounts from any cafeteria with local or home authority	

Ability to provide customizable reports	
Export data to a variety of formats; Excel, Word, PDF, Text and CSV formats/spreadsheets	
Meal eligibilities categories are defined by the District office (free/reduced/paid/adult/employee, etc.)	
Variable report generating criteria	
The ability to generate reports based on all schools, groups of schools, or individual schools	
Reports screen includes a preview option	
Allow the user to select correct reports before printing it	
Reports can be set to automatically generate	
Reports are displayed on screen with the option to save, print or export the report	
End of day reports can be set up to generate after site completes end of day routine. Criteria for which reports to auto generate can be determined by executive users	
Centralizing importing and exporting of student pictures	
Pictures are loaded onto the centralized database	
Centralized keyboard and menu management	
Menu templates are set up by Central Office with site manager having access to change/update for that site only with drag and drop interface	
Bank deposit reconciliation	
Allows for 30 operating day grace for previous year eligibility status and ability to add students to a “temporary” class during the grace period	
POS/Meal Application system must be able to roll back student’s meal status to the “date the household submits an applications”, and recoup/recalculate any Free/Reduce/Paid meal status and monies owed/collected to student account. For further information, please see CA CDE policy bulletin # SNP-08-2014 “Effective Date of F/RP Meal Eligibility”. https://www.cde.ca.gov/ls/nu/sn/mbsnp082014.asp	

POINT OF SALE

Requirement:	Response (YES or NO)
Support multiple Point of Sale terminals per school	
Touch screen accommodates right or left hand user Interface. Customizable touch screen software for key size, shape, colors, and number of items on screen and graphics	
Programmable keys with at least 80 item keys	
Purchases can be made with cash, check or from student's account	
Charging a meal requires pressing one button	
Support NO ID cash sales	
Support dual serving lines per cashier register	
Support prepayment at the POS	
Cashier can enter cash or check information, including check number without leaving the sales screen	
Apply change to account without leaving the sales transaction	
One button charging option while still in the sales screen	
Query can be done by name, PIN, or ID	
Provide for bar-coded ID card	
Ability to use non-proprietary ID reader devices (Pin pad, barcode) for student identification	
Allow cashier to enter ID	
Student information and sales screen includes picture, notes, name, ID and account balance	
Ability for sales screen to notify cashier of account alerts (allergy, low balance, customizable notes and Student/Adult is from another site)	
Support sales by class roster on screen	
Allow correction voiding and correction of sales transaction based on user defined criteria	
Provide for the ability to limit or authorize voids and sales correction based on predefined hierarchy. Administrators and managers would be allowed; cashier would not be allowed	
Support grade, student, adult and employee sensitive pricing	
Emergency Roster	
Allow sites to print emergency roster by class or grade for manual sales entry, if needed	
Support electronic or manual cash drawers	
Support tiered meal pricing	
Patron picture displays at any terminal during sales	

Automatically synchronize student eligibility and demographic with the Central Office	
Cashier may still process transaction even if the connection with the network is lost	
Software must have a "Principals" or "House" account that student meals can be rung to	
Ability to take meal payments at the managers machine or at the cashier serving line	
Blind Balancing	
Day end reports	
Supports ID number up to 9 digits	
Supports touch screen option at cashier station	
Menu Item Lookup	
Menu items can be looked up by category or alphabetically	
Sales be viewed remotely in live time	
Automatically detects second reimbursable meal and charges a la carte or second meal price	
Automatically detects ID entry from students from other schools and processes their eligibility according to their eligibility income at the home school	
Log reimbursable sales to student not in the student database	
Menu Templates	
Allow cash, check or charge for each transaction when appropriate	
Allow patrons to charge up to a certain amount	
Displays and prints a detailed report of students daily, weekly, monthly and yearly activity.	
Determine overage and shortages for each cashier	
Ability to track/print an individual cashier (user) overages and shortages for a period of time	

ONLINE PRE-ORDERING (MOBILE APP)

Requirement:	Response (YES or NO)
Mobile App must be supported by Android and iOS Software	
Mobile App automatically synchronizes to Menu Production or allows for menu customization which would allow only specific menu items to be ordered	
Online/Mobile Ordering allows for customizable pick-up locations	