

PROPOSAL

OF

NAME OF BIDDER: _____

FURNISHING: **Food Service Software**

TO THE

STOCKTON UNIFIED SCHOOL DISTRICT
OF SAN JOAQUIN COUNTY



REQUEST FOR PROPOSAL NO. 969

Please record your bids in the proper spaces in the proposal,
SEAL in the enclosed envelope and either mail or deliver to:

BOARD OF EDUCATION
Stockton Unified School District
2141 Robindale Avenue
Stockton, CA 95205

Important: Read conditions and instructions carefully.

This bid will be opened in public at
2:00 PM On April 20, 2018

NOTICE TO BIDDERS

NOTICE IS HERBY GIVEN that the Stockton Unified School District of San Joaquin County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than Friday, April 20, 2018 at 2:00 p.m., sealed bids for the award of a contract for:

RFP No. 969 Food Service Software at
Stockton Unified School District
Purchasing Department
2141 Robindale Ave.
Stockton, CA 95205

These bids shall be presented in accordance with specifications for the same which are on file with said Board at its office hereinabove mentioned. All proposals must be made on proposals obtained from said office of said Board, and must be signed by the bidder.

Questions must be submitted by April 11, 2018 at 2:00 p.m. Send all questions to Nick LaMattina, Purchasing Manager at nlamattina@stocktonusd.net; reference **RFP No. 969 Food Service Software** in subject. No questions will be answered after the above listed date and time; telephone and fax questions will not be answered. Responses will be made available at <https://www.stocktonusd.net/Domain/155>.

The Board reserves the right to reject any or all bids and to waive informalities, minor irregularities, or other requirements in offers received, and/or to accept any portion of any offer if deemed in the best interest of the District.

By order of the Board of Education.

Stockton Unified School District
of San Joaquin County,
State of California

Dated: 3/20/2018

Advertise Dates: 3/26/2018 & 4/2/2018

RFP INTRODUCTION

This solicitation is requesting sealed proposals from qualified vendors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the Stockton Unified School District's Child Nutrition/Food Services Department, herein after referred to as the District, to award a contract to procure specified items listed in this document. Vendors are invited to submit a proposal to provide specified items to the District. A vendor who submits a proposal in response to this solicitation will be herein after referred to as "Bidder".

SCHEDULE

Date	Event
3/26/2018	RFP distributed
4/11/2018	Deadline to email District with confirmation of intention to respond
3/26/2018	First advertisement
4/2/2018	Second advertisement
4/11/2018	Deadline for submittal of questions
4/13/2018	Date by which District will post responses to questions
4/20/2018	Deadline to submit proposals
4/23/2018	Target date for District's proposal review
4/25-5/2/2018	Vendor interviews and demonstrations (as needed by District)
5/10/2018	Anticipated District selection of proposal
5/22/2018	Board approval
5/31/2018	Anticipated contract execution and PO sent to vendor
TBD	System deployment per approved vendor supplied schedule with response
TBD	Staff training

PLACE: SUSD Purchasing
2141 Robindale Ave
Stockton, CA 95205

PAGES TO BE COMPLETED BY BIDDER AND RETURNED ARE:

PAGES: THE COMPLETE PROPOSAL PACKAGE

PLEASE READ THE BID PACKAGE INCLUDING THE SPECIAL CONDITIONS PRIOR TO COMPLETING THE BID DOCUMENTS.

INFORMATION FOR BIDDERS

Overview

This process is a Request for Proposal/Evaluation/Competitive Negotiation in accordance with Public Contract Code Section 20118.2. The District reserves the right to negotiate on any or all components of each proposal submitted. The District's award of a contract, if at all, will be made in accordance with Public Contract Code section 20118.2 and will be based on the District's evaluation criteria and method of award.

We are requesting proposals from vendors regarding software solutions that take full advantage of current technologies in order to plan and analyze menus, record menu product, streamline food ordering; maintain a perpetual inventory and provide an interface to the existing software system in use by Stockton USD's Business Office for creating purchase orders and processing accounts payable.

CURRENT STATUS

Stockton USD is currently preparing meals for (69) different venues. The District requires production records and/or transport tags be maintained for all (69) venues to account for inventory. Inventory is ordered by and stored at only (49) forty-nine of the (69) venues – as well as at the District's central warehouse. The other (20) twenty venues receive their entire inventory from the transporting kitchen that supplies them. (See attachment for list of sites.)

Recipes, Menu Planning and Nutritional Analysis systems in use are from Heartland School Solutions Nutri-Kids (Version 17.02.00). Data resides in a Microsoft Access database on a network drive and is only available from the seven workstations it is licensed for. Recipes and menus are extracted each month and posted to a network drive to be accessible from each site. This system also produces the Production Records report printed and distributed to each site for use each week.

Purchasing and paying for food and supplies to support the school lunch program are being performed in PowerSchool's Business Plus system (Release 7.9 Service Pack 10 Build 101 -- 79.10.101.36). This system also supports a perpetual inventory application for items that are delivered to the District's Central Warehouse. It does not provide an inventory of items delivered directly to the school sites by the District's general food, produce, baked goods or dairy vendors.

School site inventory is maintained manually in individual spreadsheets. Sites perform a monthly count of items on-hand and then record quantities received each week during the month to calculate an ending balance.

1. General

The bidder shall carefully examine the instructions contained herein and satisfy himself as to the conditions with which he must comply prior to bid and to the conditions affecting the award to the contract.

These instructions form a part of the contract documents and shall have the same force as any other of the contract documents, including the General Conditions.

2. Reservation of Rights

The District expressly reserves the following rights:

- To reject all proposals;
- To reject any part of the proposal not meeting the specifications set forth in the RFP documents;
- To waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals;
- To re-award the solicitation to another Bidder in the event the Bidder to whom an RFP is awarded defaults in executing the formal agreement; and
- In the best interests of the DISTRICT, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the DISTRICT deems appropriate.

3. Experience and Service

Bidders are advised they must demonstrate the ability to provide the necessary products and services required under this agreement.

Bidders are required to submit three references listing currently serviced school districts. The list shall include district name, contact name and phone number. Bidders may be required to verify that they have been in the business called for in this Request for Proposal for at least twelve (12) months. Experience and service are factors in the award of this contract.

A vendor's recent delivery and performance under any previous or existing contract may be examined. Poor performance or references of current or past customers may be used in the evaluation. Bidders, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the District regarding the Bidder and/or the Bidder's performance of work.

4. Method of Award

It is anticipated that an agreement will be entered into with the Bidder whose proposal is determined to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.

District staff/a District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. Proposals that are submitted on time and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. A contract, if any is awarded, will be awarded to the responsive and responsible Bidder with the lowest total extended costs.

A "responsive Bidder" will be able to meet the requirements described in this solicitation.

A "responsible Bidder" is willing and capable of furnishing the goods or services described in this solicitation.

5. A scale of 100 points will be utilized to score the proposals on the criteria identified. During the evaluation, the District may request proposal clarifications, explanations and answers from a Bidder. The District may request a presentation and interview from certain Bidders.

Criteria	Points
Product Specifications	60
Customer Service based on Past Performance	10
Ability to deliver	10
Experience and Stability	10
Completion and Clarity of Proposal	10
Total Points	100

Bidders will be considered responsive and responsible if they score 75 or more total points. The award will go to the responsible Bidder with the lowest aggregate price.

6. Training

The successful bidder will provide initial training to district personnel to ensure their understanding of the program and the procedures. Vendor shall provide both system training and end-users training on an as needed basis. Vendor shall include all costs to provide such training in the proposed system cost.

The scope of the system training is to include any and all functions for setup, system administration, installation and on-going operation of the Software System. Training is to be done by a qualified instructor(s) and shall provide for a predominantly “hands-on” type of instruction. Copies of comprehensive reference materials shall be provided by the vendor to cover the contents of the training sessions(s) that will become part of the District’s documentation for the system.

Vendor shall provide, at no additional charge, printed copies and electronic operating manuals which describe in detail the software capabilities, its operation, installation procedures, error messages with identification of probable causes, software modification procedures and techniques and program interfaces. The District may also use the documentation to create process-based user manuals for use by District employees.

The District understands that training is key to a successful project. The Bidder should present a recommended training plan that will be needed throughout the implementation. The training approach should begin with the software installation and continue through the end-user training and post go-live training as needed; as well as continuous training offerings by the Bidder, or other recommendations. Bidders are encouraged to expand on the types of trainings available for their recommended system.

Describe the training strategy normally provided to new clients. Include what subject area and

the duration of each training session. Describe how the training will be delivered, i.e. classroom, webinar, etc. Identify the preferred number of attendees typically in each target audience. What is the maximum number of users that can be trained in one session? What additional training is available? What additional training do you recommend above that normally provided?

7. Equipment and Configuration Requirements

Based on District's configuration, identify the equipment required to support the proposed system, if any. The firm may present a price for providing the necessary equipment to effectively operate the recommended software system. However, the main purpose of the RFP is for the business system software and not necessarily the equipment.

Specify the type and number of web servers, application servers, database servers, printers, storage devices, firewalls, etc.

List the peripheral devices that enhance the system, i.e. scanners, communication devices, electronic card readers, digital photos, bar code readers, OCR readers, etc.

Delineate devices that must be acquired as part of the proposed system and those devices that can be purchased separately through other vendors.

Provide a list of all configuration options for operating the proposed application software. This configuration list must include all operating, network and database systems. Additionally, the firm will provide a recommendation as to the optimum configuration with their software.

Hosted system – Provide a configuration and pricing option for an exclusively vendor-hosted environment and/or a co-hosted environment with aspects of the system hosted by the Bidder and partially by District. The hosted and co-hosted configurations must specify the hardware, operation and database management systems, network platform, and connectivity, including the costs to have systems hosted by the Bidder. Specify the availability of District end-users and technical staff to access the hosted application. Also, state the associated support commitments by the Bidder. The proposal should include a breakdown of these costs.

8. Ongoing Support and Maintenance

Ongoing Support: Describe how ongoing technical support will be provided:

- Provide cost information for supporting the software.
- Identify hours of availability of the technical support help desk.
- Identify methods available to contact technical support help desk.

Software Maintenance: Describe how new software releases, system upgrades, and bug fixes are released, distributed and installed.

- What is the frequency of software update releases, and how many new releases have there been in the past five years?
- What is the impact on the users, technical support personnel, and the database?

- Upgrades of the system and application product should not affect in-house tailoring, should be transparent to the user and automated— address this issue in detail.

9. Submission of Proposals

The Owner invites bids on the form attached to be submitted at such time and place as is stated in the Notice to Bidders. All blanks in the bid form must be appropriately filled in, and all prices must be legibly indicated in indelible ink. Each bidder must expressly guarantee that the price quoted in his bid will remain in effect for the required period. The Board of Education will act to accept or reject bids within that period. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received on time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

Bidders may request confirmation of receipt by emailing Nick LaMattina, nlamattina@stocktonusd.net.

The Owner will not be responsible for the opening of, post-opening of, or failure to open a proposal that is not properly addressed or identified.

The Owner will not assume the responsibility for any delay as a result of failure of the mail or other delivery service to deliver proposals on time.

10. Cost of Preparing Proposal

Bidders are responsible for the costs of preparing and submitting the RFP. Materials submitted as part of the proposal will become the property of the DISTRICT unless otherwise noted.

11. Proposal Withdrawal

Bids should be verified before submission and cannot be withdrawn or corrected after being opened. The School District will not be responsible for errors or omissions on the part of the Bidder in making up their bids.

12. Modifications

Changes in or additions to the bid form, recapitulations of the work or items bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the Owner's rejection of the bid.

13. Mistakes

Mistakes may be crossed out and corrections inserted adjacent. Corrections or changes shall be initialed in ink by the person signing the bid.

14. Original Signatures Required

Signatures must be original, wet signatures. Faxed signatures or signatures in pencil will not be accepted.

GENERAL CONDITIONS

USE OF FORMS: In order to preserve uniformity and to facilitate the award of contracts, no bids will be entertained or considered unless made upon forms furnished by the District.

Proposal forms can be secured from the Purchasing Department of the Stockton Unified School District, 2141 Robindale Avenue, Stockton, CA 95205 and at <https://www.stocktonusd.net/Domain/155>.

All bids shall be sealed and delivered to the Purchasing Department of the Board of Stockton Unified School District, 2141 Robindale Avenue, Stockton, CA 95205, by the time and date specified on the Notice to Bidders contained herewith and will be opened and read in open session at said time and place.

BID FORM REQUIREMENTS: All prices and notations must be typed or written in indelible ink; bids must not be written in pencil or erasable ink. Mistakes may be crossed out and corrections inserted adjacent; but the correction should be initialed in indelible ink by the person signing the proposal. No corrections can be made after the time for opening bids.

Whenever the amount resulting from multiplying the unit price bid on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes.

Statements or communications with a proposal which serve to qualify a bid shall void the bid as to the items qualified.

RFP PROTEST PROCEDURES: If any Bidder who submitted a proposal has an objection to the award of the contract to the apparent Awarded Bidder, the objecting Bidder shall furnish that protest, in writing, to the District within five (5) business days of the date of the Bidder notification of the awarded contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest is filed in a timely fashion, the District will review the basis for the protest and relevant facts under such District shall submit its findings and recommendations to the school board members who shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the District's school board members, the District will notify those Bidders involved of its decision. The decision shall be final and binding on the objecting Bidder.

DEBARMENT AND SUSPENSION: To ensure that the District does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified, and declared non responsive.

INSURANCE: The awarded Bidder shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for damages or personal injury, including death and damage to property that may arise from operations

under the order. The following outline the minimum insurance requirements and other required documentation:

- Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
- Workers' Compensation Insurance in such amounts as required by law
- Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.

The Selected Vendor may be required to provide proof of such insurance, naming Stockton Unified School District as additionally insured by separate endorsement.

HOLD HARMLESS CLAUSE: The awarded vendor shall hold harmless and indemnify the SFA/School District, its officers, and employees from every claim or demand which may be made by reason of:

- Any injury to person or properties sustained by the supplier or by a person, firm or corporation employed directly or indirectly by him, in connection with his performance under the order.
- Any injury to person or property sustained by any person, firm or corporation caused by any act of neglect, default, or omission of the supplier or of any person, firm or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.
- Any liability that may arise from the furnishing of the use of any copyrighted or uncopied composition, secret process, or patented, or unpatented invention in connection with his performance under the order.

INSPECTION OF ITEMS FURNISHED: All items furnished shall be subject to inspection and rejection by the District for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications shall be deducted from the contract price.

ASSIGNMENT PROHIBITED: No contract awarded under this proposal shall be assigned except with the approval of the Board of Education. Any attempted assignment in violation of the provision shall be voided at the option of the Board.

DELIVERY: All items shall be delivered as specified in the contract F.O.B. Destination, the Stockton Unified School District as specified in the contract.

Unless otherwise specified, if the system is not delivered, installed, trained upon and maintained as specified in the contract or if the Bidder does not conform to the specifications, the Board of Education may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by the District in the making of such contract or any additional cost of supplying a software system by reason of the failure of the Bidder, as described in this paragraph, shall be paid by the

Bidder or his surety.

NO CHARGE: No charge for any purposes will be allowed over and above the prices bid in the proposal, unless otherwise specified herein.

FORCE MAJEURE CLAUSE: In the event that the Bidder is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as "act of God", which is not the fault of the Bidder, the Bidder shall not be required to deliver or perform, subject to the following requirements:

The bidder shall send written notice to the Secretary of the Board of Education of the Bidder's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The Bidder shall send such notice as soon as possible but in no event later than the fifth day following the date of issuance of a purchase order by the District or no later than the date specified in the contract for delivery or other performance, whichever is applicable.

1. The District may cancel the contract or purchase order, entirely or in part.
2. The Bidder shall not make any delivery or otherwise attempt to perform under the instructions.
3. In the event of cancellation of a purchase order issued pursuant to a continuing contract for the furnishing of a minimum quantity of items, at the option of the District, the quantity of items specified in the purchase order may be deducted from the minimum specified in the contract.

SALES, USE AND FEDERAL TAXES: The total price bid by the Bidder for the furnishing of any item is the price bid plus the State or County Sales Tax or Use Tax, if any. However, the Bidder shall state the price of the item bid upon exclusive of the amount of the sales tax or use tax.

The State or County Use Tax on items sold to the District will be paid directly to the State Board of Equalization unless the Bidder has obtained a license from the State Board of Equalization to collect the Use Tax in which event the amount of the Use Tax on an item will be paid directly to the Bidder. Any Bidder possessing such a license shall state in the following blanks the number and date of issuance thereof.

Number. _____ Date of Issuance. _____

FEDERAL OR STATE REGULATIONS: The Bidder's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the Federal or State Government now in effect or which shall be in effect during the period of such contract.

PATENT RIGHTS, COPYRIGHTS, AND TRADEMARKS: The Bidder shall save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by the District, or by any of its officers or agents of items to be supplies by the Bidder.

WARRANTY-PRODUCT: Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify the Buyer and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyer's normal use.

BONDS: The successful Bidder may be required to enter into a written contract in the form on file in the office of the Business Office and Bidders may obtain all necessary information as to its form and character by applying to this office. Bidders shall also furnish when requested a good and sufficient surety company bond for the faithful performance of the contract.

FAIL TO ABIDE: If the Bidder to whom the contract is awarded shall within five (5) days after receipt of the contract and bond form, fail or neglect to enter into the contract and file the required bond, the Clerk of the Board shall cash the certified check filed by such Bidder and hold same subject to the order of the said Board as agreed and liquidate damages and not as a penalty for such failure or neglect, it being expressly stipulated by and between all parties concerned that it would be impracticable and extremely difficult from the nature of the case to fix the actual damages sustained by said District as the result of such failure or neglect.

The Bidder shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origins, religion, age or non-job related handicap or disability and shall ensure compliance with all provisions of Executive Order NO. 11246 of September 24, 1965 which defines affirmative steps to balance work forces through employment of racial and ethnic minorities. Failure to comply with these provisions shall be considered cause for not requesting bids from that firm.

CAL-OSHA: All equipment furnished shall comply with all CAL-OSHA requirements.

EQUAL OPPORTUNITY EMPLOYER/FEDERAL NON-DISCRIMINATION STATEMENT:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal

Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD- 3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992.

Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

DEFINITIONS:

1. STATE: "State" as used herein means State of California.
2. BIDDER: "Bidder as used herein includes: A Bidder who submits a proposal, a Bidder to whom a contract is awarded, and a Bidder who has entered into a contract with the District.
3. BUYER: "Buyer" as used herein means the District or Stockton Unified School District

SPECIAL CONDITIONS & INSTRUCTIONS

**REQUEST FOR PROPOSAL NO. 969 FOOD SERVICE SOFTWARE
OPENING DATE April 20, 2018 AT 2:00 P.M.**

**BID OPENING LOCATON: STOCKTON UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
2141 ROBINDALE AVENUE
STOCKTON, CA 95205**

- 1) This quotation shall be valid for the entire contract period for a period of three (3) years. Prices quoted shall be firm-fixed prices for the entire contract period. Prices quoted shall include all costs including products, labor and any other work or materials necessary for the provision of the products specified herein. No other charges or fees shall be allowed, including transportation, labor or fuel surcharges.
- 2) A Contract Bond (Faithful Performance Bond) will not be required.
- 3) Delivery of the software will be in accordance with the proposal. See Requirements and Response.
- 4) At the time of delivery, the successful bidders shall provide to the District, two (2) legible invoices indicating the site name, date of delivery, unit cost, product description and unit of measure.

Monthly statements and one (1) copy of each invoice shall be mailed to:
Stockton Unified School District Child Nutrition/Food Services Department
1944 N. El Pinal Drive Stockton, CA 95205

The signature of each person accepting deliveries must appear on all invoices. Failure to comply with these instructions will delay payment.

- 1) Pursuant to paragraph No. 1 of the Special Conditions, the successful bidder shall, prior to any increase in the cost of the product(s) notify the Stockton Unified School District no less than thirty (30) days prior to the date the price increase will take effect. In the event of a price decrease, no notice is required and the price reduction will be effective immediately.
- 2) Any purchase order or contract resulting from this proposal may be terminated at the District's sole discretion for unsatisfactory service, unsatisfactory product quality, inaccurate delivery quantities or unavailability of contractor personnel sufficient to provide adequate service.
- 3) Notwithstanding any other provision contained in this Request for Proposals, any contract or purchase order resulting from this proposal may be terminated without cause upon thirty (30) days written notice to the contractor or provider.

If any contract or purchase order is so terminated, contractor shall be paid for all products and services satisfactorily rendered to the date of receipt of notice of termination.

Questions regarding this Request for Proposals may be directed by email

to: Nick LaMattina
Purchasing Manager
Stockton Unified School District
nlamattina@stocktonusd.net

SITE NAME	SITE ADDRESS	SITE PHONE NUMBERS	Enrolled	Breakfast	Lunch	Snack
ABLE Charter School	6515 Inglewood Ave, Stockton CA 95207	209-478-1600	771	1947	5600	717
Aspire APEX	444 n Americn St, Stockton CA 95202	209-466-3861	330	764	3262	1500
Aspire Langston Hughes	2050 West Lane, Stockton CA 95205	209-943-2389	741	801	2758	2240
Aspire Port City	2040 West Lane, Stockton CA 952065	209-943-2389	402	348	3118	1523
Aspire Rosa Parks	1930 South D. St, Stockton CA 95206	209-944-5590	392	1942	4580	1398
Community of All Nations	2127 Docker Ct, Stockton CA 95206	209-466-0304	24	198	190	0
Diamond Cove	5943 Carrington Cir, Stockton CA 95210	209-468-9031	36	296	242	0
Gleason Park	605 E. G Stockton CA, 95203	209-451-1726	40	279	323	0
Grant Village	2040 S. Grant St, Stockton CA 95206	209-463-5752	20	310	309	0
Santa Fe Townhomes	639 Worth St #3, Stockton CA 95206	209-505-5916	17	209	0	0
Villa Montecito	1339 Kingsley Ave, Stockton CA 95203	209-547-9088	12	165	0	0
Westgate Townhomes	6119 Danny Dr. #7 Stockton CA 95210	209-956-1992	267	223	255	0
Wysteria	1921 Pocklin St Stockton Ca 95205	209-451-3251	20	162	155	0
Stallworth	1610 E. Main Street, Stockton CA 95205	209-948-4511	258	3150	3793	3150
Young Adult Program (YAP)	1541 W. March Lane Stockton CA 95212	209-933-7120	55	55	55	0
St. Bernadettes	2544 Plymouth Rd, Stockton CA 95204	209-465-3081	115	115	115	0
Adams	6402 Inglewood Ave, Stockton CA 95207	209-933-7155	617	3708	8575	1637
August	2101 Sutro Ave, Stockton CA 95205	209-933-7160	657	3822	10220	1983
Bush	5420 Fred Russo Dr, Stockton CA 95212	209-933-7350	962	3623	12699	1487
Chavez	2929 Windflower Lane, Stockton CA 95212	209-933-7480	2076	6586	16010	650
Cleveland	20 E. Fulton ST, Stockton CA 95204	209-933-7165	812	5778	12001	1624
Edison	100 W Dr. Martin Luther King, Stkn CA 95206	209-933-7425	2178	3497	10279	755
El Dorado	1540 N Lincoln St, Stockton CA 95204	209-933-7175	675	4069	8672	1074
Elmwood	840 S. Cardinal Ave, Stockton CA 95212	209-933-7180	884	3046	11777	1928
Fillmore	2644 E. Poplar St, Stockton CA 95205	209-933-7185	847	4299	13082	1958
Franklin	4600 E. Fremont St, Stockton CA 95215	209-933-7435	2078	3137	11027	350
Fremont	2021 E Flora St, Stockton CA 95205	209-933-7385	910	3835	13998	1928
Grunsky	1550 N. School Ave, Stockton CA 95205	209-933-7200	623	2973	9269	1650
Hamilton	2245 E. Eleventh St, Stockton CA 95206	209-933-7210	861	3782	10434	2091
Harrison	3203 Sanguinetti Lane, Stockton CA 95205	209-933-7205	654	3080	8600	1604
Hazelton	535 W. Jefferson St, Stockton CA 95206	209-933-7210	845	3472	11959	1832
Health Careers Academy	931 E. Magnolia St, Stockton CA 95202	209-933-7360	472	876	3738	0
Henry	1107 S Wagner Ave, Stockton CA 95215	209-933-7490	932	3580	12049	1850
Hong-Kingston	6324 N. Alturas Ave, Stockton CA 95207	209-933-7493	914	5933	12980	1601
Hoover	2990 Kirk St, Stockton Ca 95204	209-933-7215	644	2669	7853	2155
Huerta	1644 S. Lincoln St, Stockton CA 95206	209-933-7220	526	2744	7700	1006
Jane Frederick	1141 Weber Ave, Stockton CA 95205	209-933-7340	211	459	557	0
Kennedy	630 Ponce de Leon Ave, Stockton CA 95210	209-933-7225	636	3632	8564	1214
King	2640 E. Lafayette St, Stockton CA 95205	209-933-7230	967	3864	13410	2181
Kohl	4115 N. Crown Ave, Stockton CA 95207	209-933-7235	231	412	1676	1225
Madison	2939 Mission Rd, Stockton CA 95204	209-933-7240	898	4584	8822	1572
Marshall	1141 Lever Blvd. Stockton CA 95206	209-933-7405	582	3627	7377	1408
Merlo	1670 E 6th St. Stockton, CA 95206	209-933-7190	235	981	2060	0
McKinley	30 W. Ninth St, Stockton CA 95206	209-933-7405	901	5497	14094	1743
Monroe	2236 E. Eleventh St, Stockton CA 95206	209-933-7250	596	2927	8976	1558
Montezuma	2843 Farmington Rd, Stockton CA 95205	209-933-7255	808	3614	12341	1529
Nightingale	1721 Carpenter Rd, Stockton CA 95206	209-933-7260	478	2670	6155	1403
Pacific Law Academy	1621 Brookside Rd, Stockton CA 95207	209-933-7475	194	124	825	0
Peyton	2525 Gold Brook Dr, Stockton CA 95207	209-933-7420	929	3365	11672	1109
Pittman	701 E. Park St, Stockton CA 95202	209-933-7496	740	4016	9268	924
Primary Years	1540 N. Lincoln St, Stockton CA 95204	209-933-7355	325	2158	3682	1993
Pulliam	230 Presidio Way, Stockton CA 95207	209-933-7265	820	4409	9858	1541
Rio Calaveras	1819 E. Bianchi Rd, Stockton CA 95210	209-933-7270	985	3557	12647	1649
Roosevelt	776 S. Broadway Ave, Stockton CA 9505	209-933-7275	546	3048	7967	1993
San Joaquin	2020 S. S. Fresno Ave. Stockton CA 95206	209-933-7280	822	3942	9440	1185
SECA	349 E. Vine St, Stockton CA 95202	209-933-7370	424	695	2664	0
Stagg	1621 Brookside Rd, Stockton CA 95207	209-933-7445	1675	2935	8623	479
Stockton Skills	2725 Michigan Ave, Stockton CA 95204	209-933-7170	1072	3524	10294	2698
Spanos	536 S. California St, Stockton CA 95203	209-933-97335	485	2527	8061	1328
Taft	419 Downing Ave, Stockton CA 95206	209-933-7285	598	3808	8148	1939
Taylor	1101 Lever Blvd, Stockton CA 95206	209-933-7290	576	3131	8447	1885
Tyler	3830 Webster Ave, Stockton CA 95204	209-933-7295	534	2438	4926	980
Van Buren	1628 E. Tenth St, Stockton CA 95206	209-933-7305	586	3374	8200	1726
Victory	1838 W. Rose St, Stockton CA 95203	209-933-7310	627	3453	8235	2127
Walton	4131 N. Crown Ave, Stockton CA 95207	209-933-7315	123	1692	1652	0
Washington	1735 W. Sonora St. Stockton CA 95203	209-933-7320	267	2380	4141	1564
Weber	302 W. Weber Ave, Stockton CA 95203	209-933-7330	364	1639	1815	0
Wilson	150 E. Mendocino Ave, Stockton CA 95204	209-933-7325	445	2529	5854	1669

RFP RESPONSE PACKET REQUIREMENTS

RFP Requirements: The District assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Bidder's responsibility to use a complete set of RFP documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation **MUST** be used for the proposal and must be signed by the Bidder. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

1) Bidder will need to complete, sign, and return all attachments:

- ATTACHMENT A: BIDDER CHECKLIST
- ATTACHMENT B: VENDOR CONTACT INFORMATION
- ATTACHMENT C: NONCOLLUSION AFFIDAVIT
- ATTACHMENT D: SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT E: CERTIFICATION REGARDING LOBBYING
- ATTACHMENT F: DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT G: BUY AMERICAN CERTIFICATION FORM
- ATTACHMENT H: REFERENCES FORM
- ATTACHMENT I: PERSONNEL QUALIFICATIONS
- ATTACHMENT J: AFFIRMATIVE ACTION CERTIFICATION
- ATTACHMENT K: CONTRACTOR'S CERTIFICATION REGARDING DRUG-FREE WORKPLACE
- ATTACHMENT L: CONTRACTOR'S CERTIFICATION REGARDING ALCOHOLIC BEVERAGES AND TOBACCO-FREE CAMPUS POLICY
- ATTACHMENT M: REQUIREMENTS AND RESPONSE
- ATTACHMENT N: PRICE SHEET
- ATTACHMENT O: SIGNATURE PAGE

ATTACHMENT A

BIDDER CHECKLIST

For Stockton Unified School District Bid No. __

This checklist is provided as a convenience to assist Bidders in ensuring that a complete proposal is submitted. It is not represented as being comprehensive and compliance therewith does not relieve the Bidder of responsibility of compliance with any requirement which may not be mentioned specifically in this checklist.

Original documents with original signatures are required. Failure to comply with this requirement will constitute Bidder disqualification due to non-responsiveness. Faxed or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

Check <input checked="" type="checkbox"/>	Initials	Required Document – Return completed hard copy with initials on this sheet and original signature as indicated on attachments.
<input type="checkbox"/>		Attachment A: Bidder Checklist (this form). All items are checked, initialed, signed, and included in the complete response package.
<input type="checkbox"/>		Attachment B: Vendor Contact Information
<input type="checkbox"/>		Attachment C: Noncollusion Affidavit
<input type="checkbox"/>		Attachment D: Suspension and Debarment Certification
<input type="checkbox"/>		Attachment E: Certification Regarding Lobbying
<input type="checkbox"/>		Attachment F: Disclosure of Lobbying Activities
<input type="checkbox"/>		Attachment G: Buy American Certification Form
<input type="checkbox"/>		Attachment H: References Form
<input type="checkbox"/>		Attachment I: Personnel Qualifications
<input type="checkbox"/>		Attachment J: Affirmative Action Certification
<input type="checkbox"/>		Attachment K: Contractor’s Certification –Drug-Free Workplace
<input type="checkbox"/>		Attachment L: Contractor’s Certification – Alcoholic Beverages and Tobacco-Free Campus Policy
<input type="checkbox"/>		Attachment M: Requirements and Response
<input type="checkbox"/>		Attachment N: Price Sheet
<input type="checkbox"/>		Attachment O: Signature Page

ATTACHMENT B

VENDOR CONTACT INFORMATION

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those which are not applicable. Type or print legibly.

LEGAL NAME OF BUSINESS: _____ **DBA OR BUSINESS NAME (IF DIFFERENT)**

ADDRESS OF BUSINESS

STREET ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

PAY OR REMIT ADDRESS

LEGAL NAME OF BUSINESS: _____

STREET ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER: (____) _____ **TOLL FREE NUMBER:** (____) _____

FAX NUMBER: (____) _____ **EMAIL:** _____

BUSINESS FEDERAL IDENTIFICATION NUMBER: _____ **(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)**

ACCOUNT MANAGER: _____

TELEPHONE NUMBER: (____) _____ **CELL PHONE NUMBER:** (____) _____

FAX NUMBER: (____) _____ **EMAIL:** _____

CUSTOMER SERVICE REPRESENTATIVE: _____

TELEPHONE NUMBER: (____) _____ **CELL PHONE NUMBER:** (____) _____

FAX NUMBER: (____) _____ **EMAIL:** _____

BILLING QUESTIONS CONTACT PERSON: _____

TELEPHONE NUMBER: (____) _____ **CELL PHONE NUMBER:** (____) _____

FAX NUMBER: (____) _____ **EMAIL:** _____

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS _____

TELEPHONE NUMBER: (____) _____ **CELL PHONE NUMBER:** (____) _____

FAX NUMBER: (____) _____ **EMAIL:** _____

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH THE PROPOSAL
(Public Contract Code Section 7106)**

STATE OF (____) COUNTY OF (_____)

_____, being first duly sworn, deposes and says

(name)

that he or she is _____ of

(position title)

_____,

(the bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: _____

By _____

(Person signing for bidder)

Attachment D

**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 bid 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

Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name

Title
Date

Signature

INSTRUCTIONS FOR CERTIFICATION

2. I. 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.
3. 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.
4. 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.
5. **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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

Attachment E

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of \$100,000 per year and: potential or existing contractors/vendors as part of an original bid, 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:

(4) OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:		Agreement Number:

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

<p>1. Type of Federal Action:</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>:</p>	
<p>7. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.:_____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

BUY AMERICAN CERTIFICATION

Attachment G

By the requirements of the Richard B. Russell National School Lunch Act's (NSLA) Buy American provision that school food authorities (SFAs) must follow these guidelines when purchasing food and food products for use in the Child Nutrition Programs. Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring SFAs to purchase domestically grown and processed foods, to the maximum extent practicable.

Section 12(n) of the NSLA defines "domestic commodity or product" as one that is produced and processed in the United States substantially (greater than 51%) using agricultural commodities that are produced in the United States.

There is two situations which may warrant a waiver to permit purchases of foreign food products include: 1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and 2) competitive bids reveal the costs of a U.S. product is significantly higher than the foreign product.

If Vendor offers a non-American product, Vendor must list the product below. Product is subject to review by District. If District declines a waiver, product will be awarded to lowest priced item meeting award criteria. District's decision on approval of foreign substitutions will be final.

Product Description	Country of Origin	Domestic Price	Non-American Price	Reason for Waiver

Attach additional sheets as necessary

Name of Contractor
Date

Signature of Authorized Official

Title

Attachment H

REFERENCES AND EXPERIENCE

How many years has your firm been in business? ____ Years

List references and prior experience with other California school districts of 18,000 enrollment in the last 3 – 5 year period with work or services being of the same type and size to the project being proposed.

School District _____ Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District _____ Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

School District _____ Address _____

Contact Person _____ Phone# _____

Description of services performed and completion date _____

Attachment J

AFFIRMATIVE ACTION CERTIFICATION

"Contractor hereby certifies to the Stockton Unified School District that I (if individual) or we (if company or corporation) do not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex as outlined in California Government Code Section 12940."

CORPORATE SEAL

Proper name of Individual, Company or Corporation

By _____

Title _____

Address _____

Telephone _____

Date _____

Attachment K

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

This Drug-Free Workplace Certification form is required from all successful bidders 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:

- a) 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;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) 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

Attachment L

**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 times.

DATE: _____

CONTRACTOR

By : -----
Signature

Attachment M

Requirements and Response

For each statement listed, the bidder shall provide an answer in the Response column:

- “Yes”- Feature, function, product, or service is available as requested and is fully operational using the version at one or more districts.
- “Yes-P”- Feature, function, product, or service is available as requested, but is partially available.
- “Yes-C”- Feature, function, product, or service is available as requested, but requires customization.
- “FR”- Feature, function, product, or service will be available as requested in a future release within the next six months.
- “No”- Feature, function, product or service is not available and is not in development.
- “In Development”- Feature, function, product, or service is under active development and operating in a demonstrable test environment. Will be available in a period longer than six months.
- “N/A”- Feature, function, product, or service is not applicable.

For any specifications to which the vendor answers other than YES, a vendor must describe:

- The feature, function, product, or service being planned or developed, indicating the date after which the function and feature will be available in general release and operation in the system proposed.
- Whether the District will incur any added cost for the feature, function, product, or service once it becomes available, either as a direct cost of the feature, function, product, or service, or because the feature, function, product, or service will require replacement of or addition to hardware or software originally proposed for initial installation.
- Any such exception taken to any specification must be stated immediately following the specification in question.

The District reserves the right to evaluate all proposals solely based on currently existing features, functions, products, or services meeting the specifications as stated.

General Requirements:	Response	If not “Y” vendor explanation
Option to purchase software license, lease/purchase, or service agreement. Provide price for each option available for each of the first (3) years of use.		
Option to purchase only the specific modules needed for each site		
Enterprise-wide pricing option		
User friendly, Windows/Web style user interface		
Centralized database with immediate access to critical information;		
USDA approved; compatible with California rules and regulations		
Synchronized centralized database to assure redundancy in case of communication failures		
Web-based, thin client components for easy installation and maintenance of non-critical function		
Fully integrated system – Menu Planning, Nutrient Analysis, Food Components, Ordering, Inventory, Bidding		
Ability to have hierarchy user accounts (Administrator, Central Office, Manager, and Cashier)		
Guaranteed Quality Service for Low Latency		
Conversion of current data to format required for new system as needed.		
Technology Requirements:	Response	If not “Y” vendor explanation
Built-in exports to Excel, CSV, Word, Text and PDF		
Fully Integrated Back Office – Inventory, Order Entry/Purchasing, Bids, Menu Planning/Production, Nutrient Analysis		
Automated synchronization feature for communicating in near real-time between PowerSchool’s Business Plus System, Release 7.9 Service Pack 10 Build 101 -- 79.10.101.36		
Inventory Requirements:	Response	If not “Y” vendor explanation
Easily set an order hierarchy for each inventory item whereby types do or do not have hierarchy approval		
Identify food and non-food items, purchased and USDA		
Work seamlessly with District’s Business Plus by Power School product that already generates purchase orders and performs accounts payable functions for the District.		

Support multiple vendors and prices per item, multiple supply units and packs per item, easily set and change priority for primary supplier, easily set and change priority for commodity items, set minimum ship quantity or dollar limit per vendor with warning alert to user during creation of orders		
Deplete spoilage and loss and transfers with reasons		
Inventory adjustment when inventory is decreased or depleted requires a reason. Reason should be prepopulated only requiring a mouse click to select		
Plan to provide initial creation of inventory system using existing inventory data currently on Excel spreadsheet.		
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 that generates orders based on number of servings per menu item and the case count of the item being ordered according to recipe		
Automated order feature to include items such as sporks, plates and other items designated for the menu		
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 and warehouse items		
Ability to change receiving screen orders ???		
Receiving screen matches the original order or can be sorted by item, item code, or vendor code		
List orders by origin and delivery dates		
Ability to receive items manually or update receiving		
Allow items to be added while in the receiving screen or as separate item for shorted items received a different day		
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 and track for return		
Support back order feature that can be turned on and/or off at District level		
Ability to change source of items ordered from central warehouse to distributor and vice versa		
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)		
Allow users to sort the receiving ticket in various ways in order to easily read and enter data from supplier invoice or packing slip		

Allow partial receiving with an option to back order		
User would be able to enter zero received for shorted/out of stock items and discrepancies with the option to back order the item		
Discrepancy report for variances between ordered and received items based on invoice		
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		
Works with menu planning module to price recipes and menus and reduce inventory based on usage entered on menu production module		
Physical inventory count sheets printable to match storage locations established by site user		
Count data entry screen match printed physical inventory count sheets		
Display/Print variance report showing discrepancies in perpetual versus actual inventory balances		
Ability to use mobile scanning device to enter physical inventory		
Ability to track a single item by site over a selected time period		

Central Purchasing Requirements:	Response	If not "Y" vendor explanation
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		

Bidding Requirements:	Response	If not "Y" vendor explanation
Ability to post bids request on the web and allow vendors to access and update their bid through the web		
Define publishing date, closing date, opening date, board approval date, award date, and effective date		
Create and copy bids		
Ability to email login information for bids to vendors based on bid criteria		
Provide interactive web portal for vendors to reply to bids		

Portal should allow vendors to enter the bid system and view the bid criteria, terms and conditions, bid items, whether alternates are allowed or not, specifications of alternate, alert vendor and procurement staff to deadlines, allow to print, allow vendors to update bid spreadsheet electronically		
Analyze bid base on Prime Vendor or Line Item		
Award Bid		
Provide report for board approval, provide award lists to vendors, provide complete bid audit to vendors on request via email		
Update inventory system		
Provide electronic updating of pricing and/or bid criteria (pack size, vendor product code, etc.) on effective date of bid		
Identify food and non-food items		
Identify purchased and commodity items		
Break out food and non-food items in the bid and create a total based on that criteria		
Central Supply/Distribution/Warehouse Requirements:	Response	If not "Y" vendor explanation
Any site can be flagged as a central supply site capable of receiving supply orders and processing transfers		
Support unlimited truck routes		
Transfers automatically combine requisitions from a site for a date range and delivery date		
Ability to edit requisition tickets before generating pick tickets		
Generate pick tickets		
Transfers (call in orders) can be made without supply order		
Ability to work with District Bid Management Software		
Transfers can be made even if stock level goes below zero		
Supports transfers in any unit, usage unit, pack unit or purchase unit		
Ability to supply different pack unit than was ordered and display difference on transfer and shipping ticket		
Generate notification of items received at warehouse		

Menu Planning/Nutrient Analysis Requirements:	Response	If not "Y" vendor explanation
USDA approved Nutrient Standard Menu Planning		
Complies with HHFKA / Preloaded with the latest USDA Child Nutrition (CN) database version		
Food based component menu planning		
Plan to retain current District recipes currently in Nutrikids and Microsoft Access database		

Inventory/Commodity/Ingredient Management		
Recipe Management / Finished Product Management with site access to recipes		
Ability to include a picture in a recipe		
HACCP, Allergens and Target Temperature support		
Ability to report allergens by ingredient		
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		
Every recipe is automatically an item		
Each inventory offers the option of multiple unit definitions, food component definitions, and links to nutrition data		
Each recipe allows for multiple serving unit descriptions, food component definitions, and links to an ingredient and/or finished goods nutrition data		

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		
History of an item doesn't change when the original item's data changes for future use		
Manual entry of nutrition data		
Allow District users to add nutrition received from manufacturer specifications and labels		
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 Requirements:	Response	If not "Y" vendor explanation
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		
Users may choose to display or hide ingredients on production records so that only the menu item displays		
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 ???		
Create pick list for ingredients based on recipes and automatically deplete stock based on recipes		
Batch requirements for multiple sites		
Allow users to set up various batch requirements based on portion size		
Automatically return finished goods to stock or spoil finished goods after posting usage		
Left-over Management with codes for reasons for disposition that are pre-populated in drop-down menu		
Allow site manager to add leftovers to the menu		

Allow adjustment of preparation requirements based on leftovers available		
Automatically deplete raw ingredients from inventory		
Generate Transport Tags with production record and periodic temperature recording chart		
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)		

Attachment N

PRICE SHEET

Provide pricing that includes Project Management, Quality Control, Reporting, Preparation, Analysis, Design and Build/Test. Propose modules necessary to achieve the District's requirements. Also, include pricing for any optional modules available.

Include an initial licensing fee, annual maintenance agreement fee or Software as a Service fee, as applicable for each of the first three years of usage. Price quoted must include all software patches and upgrades as well as ongoing user support.

Provide line item pricing.

SIGNATURE PAGE

Food Service Software

BID #

OPENING DATE:

THE UNDERSIGNED HEREBY PROPOSES AND AGREES TO FURNISH AND DELIVER THE PRODUCTS PROPOSED IN ACCORDANCE WITH THE GENERAL CONDITIONS, INFORMATION FOR BIDDERS, SPECIAL INSTRUCTIONS AND CONDITIONS, DELIVERY INSTRUCTIONS AND PRICES HEREIN QUOTED.

BY: _____ NAME OF COMPANY

SIGNATURE

TITLE

PHONE NUMBER

DATE

PAYMENT TERMS .. % .. DAYS, NET _____

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID FORMS. FAILURE TO DO SO WILL RESULT IN REJECTION OF THE BID