



**Fallbrook Union Elementary School District  
RFP #396-20-21**

**REQUEST FOR PROPOSALS FOR  
NUTRIENT ANALYSIS AND MENU PLANNING SOFTWARE  
FOR CHILD NUTRITION SERVICES**

**Proposals Due: June 21, 2021**

**10:00 am**

## REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Fallbrook Union Elementary School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District will receive up to, but not later than June 21, 2021 @ 10:00 a.m., proposals for the award of a contract for the following:

Nutrient Analysis and Menu Planning Software  
#396-20-21

Such proposals shall be received in the Child Nutrition Services Department Office of the Fallbrook Union Elementary School District, 409 W. Fallbrook St., Fallbrook, CA 92028 and shall be opened at the stated time and place.

Each proposal must conform and be responsive to this invitation, General Instructions and Conditions, the Request for Proposal, and all other documents comprising the pertinent Contract Documents. Copies of the Proposal Requirements are now available at <https://www.fuesd.org/proposals/> and available at the FUESD Child Nutrition Services Office 409 W. Fallbrook St., Fallbrook, CA 92028.

Inquiries regarding this proposal should be directed to the Child Nutrition Services Department via email to [ahaessly@fuesd.org](mailto:ahaessly@fuesd.org) and reference the RFP number on all inquiries.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the bidding.

No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of proposals.

Fallbrook Union Elementary School District

Amy Haessly  
Director of Child Nutrition Services  
409 W. Fallbrook St  
Fallbrook, California 92028

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## 1.0 INTRODUCTION

### 1.1 Purpose

The Fallbrook Union Elementary School District ("District") is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with a company for Nutrient Analysis and Menu Planning, and Inventory Software.

### 1.2 Overview of Solicitation Document

This RFP is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers in how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Explains how the proposals will be selected and evaluated.
- **APPENDICES:**
  - **A - STATEMENT OF WORK:** Explains in detail the Statement of Work to be performed by this Contract.
  - **B - PRICING PROPOSAL SHEET:** Must be completed in addition to formal proposals submitted.
  - **C - REQUIRED FORMS:** Must be completed in addition to formal proposals submitted.

### 1.3 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A *Statement of Work* of this RFP are invited to submit proposal(s), provided they meet the following requirements:

**1.3.1** Proposer must have three (3) years of experience providing the Services identified in the *Statement of Work*.

**1.3.2** Proposer must have a Contract Manager with five (5) years of experience.

**1.3.3** Proposer must provide a minimum of four (4) references who have received similar services from Proposer within the last five (5) years.

**1.3.4** Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its

proposal.

#### **1.4 District Rights & Responsibilities**

The District has the right to amend the RFP by written addendum. The District is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which District records indicate has received this RFP and will be available at <https://www.fuesd.org/proposals/> Proposer is responsible for reviewing and adhering to all information within the addendum. If such addendum requires additional information not previously requested, the Proposer must address those requests. Failure to address the requirements of such addendum by the Proposer may result in the Proposal not being considered. This determination will be at the sole discretion of the District. The District is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **1.5 Contract Term**

The Contract term shall be for a period of three (3) year with options to renew at the stated proposed prices for two (2) additional one (1) year terms. Each renewal must be approved by the Board of Trustees a minimum of 15 business days prior to expiration of the contract. The Contract term will be as follows:

- Contract term will be from August 1, 2021 through June 30, 2024 with the possibility of two (2) additional one-year renewals.

#### **1.6 Contract Rates**

The Proposer's rates shall remain fixed for the term of the Contract.

Proposer shall submit prices on the Proposal Pricing Sheet contained in Appendix B in addition to the other required formal proposal forms. Pricing structure to be included on both the Pricing Sheet and formal proposal forms must be specific for one-time charges (initial set up cost) and recurring charges (service and maintenance). The contract amount may only be adjusted annually based on the increase or decrease in the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI) for the San Diego County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. **Any price increases require Board approval.**

**1.7 Contact with District Personnel**

Any contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed as follows:

Amy Haessly, Director of Child Nutrition Services  
409 W. Fallbrook St, Fallbrook, CA 92028 [ahaessly@fuesd.org](mailto:ahaessly@fuesd.org)

**1.8 Formal Board Approval for Contract**

Acceptance or recommendation of a proposal does not constitute formation of a contract. A contract can be created only by formal approval by the Fallbrook Union Elementary School District Board of Trustees and executed according to law. Amendments to the contract, such as price increases, must be approved by the Board of Trustees.

**1.9 District Option to Reject Proposals**

The District may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The District shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The District reserves the right to waive inconsequential disparities in a submitted proposal.

**1.10 Administrative Review Process**

The Proposer shall be notified in writing if the District determines that their proposal is incomplete or non-responsive to this RFP. The letter shall state specifically what is missing in the proposal. Upon receipt of the letter, the Proposer may request an Administrative Review. The Request must be received within ten (10) days after receipt of the letter, it must include a copy of the letter received from the District, and it must itemize in full and complete detail each matter presented, as well as the factual and/or legal reason(s) for the requested review.

The Request should be submitted to:

Cynthia Martin, Interim Assistant Superintendent, Business Services  
321 N. Iowa St  
Fallbrook, CA 92028  
[cmartin@fuesd.org](mailto:cmartin@fuesd.org)

Any Request which strictly complies with the foregoing will be referred for consideration by District reviewer(s) not otherwise involved with the evaluation process.

The Proposer shall be notified in writing of the District's decision regarding the Administrative Review.

## **1.11 Notice to Proposers Regarding the Public Records Act**

**1.11.1** Responses to this RFP shall become the exclusive property of the District. At such time as the Child Nutrition Services Department recommends Proposer(s) to the Board of Trustees (Board) and such recommendation appears on the Board agenda, all such proposals submitted in response to this RFP, become a matter of public record, with the exception of those parts of each proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

**1.11.2** The District shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

## **1.12 Conflict of Interest**

No District employee whose position in the District enables him/her to influence the selection of a Supplier for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

## **1.13 Determination of Proposer Responsibility**

### **1.13.1 Responsible Proposer**

A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the District's policy to conduct business only with responsible Proposers.

### **1.13.2 District Determination**

Proposers are hereby notified that the District may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts with other agencies or districts.



### **1.13.3 Non-responsible Proposer**

The District may declare a Proposer to be non-responsible for purposes of this contract if the Board of Trustees, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform this contract with the District or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the District or any other public entity.

### **1.13.4 Intention to Recommend to the Board of Trustees**

If there is evidence that the apparent highest ranked Proposer may not be responsible, the District shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Trustees that the Proposer be found not responsible. The District shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the District's recommendation. Proposer must do so no later than ten (10) days after receipt of notification. If the Proposer fails to avail itself of the opportunity to rebut the District's evidence, the Proposer will be deemed to have waived all rights of appeal.

### **1.13.5 Recommendation to the Board of Trustees**

If the Proposer presents evidence in rebuttal to the District, the District shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Trustees. The final decision concerning the responsibility of the Proposer shall reside with the Board of Trustees.

### **1.13.6 Subcontractors of Proposers**

These terms shall also apply to proposed subcontractors of Proposers on District contracts.

## **1.14 Proposer Debarment**

### **1.14.1 Debarment**

The Proposer is hereby notified that, the District may debar the Proposer from bidding on other District contracts for a specified period of time, not to exceed three (3) years, and the District may terminate any or all of the Proposer's existing contracts with District, if the Board of Trustees finds, in its discretion, that the Proposer has done any of the following:

(1) violated any term of a contract with the District, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the District or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the District or any other public entity.

#### **1.14.2 Notice to Proposer**

If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the District shall notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the District's Hearing Board.

#### **1.14.3 District's Hearing Board**

The District's Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the District's Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of the opportunity to submit evidence to the District's Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

#### **1.14.4 Presentation to Board of Trustees**

A record of the hearing, the proposed decision and any other recommendation of the District's Hearing Board shall be presented to the Board of Trustees. The Board of Trustees shall have the right to modify, deny or adopt the proposed decision and recommendation of the District Hearing Board.

#### **1.14.5 Subcontractors of Proposers**

These terms shall also apply to proposed subcontractors of Proposers on District contracts.

### **1.15 Gratuities**

#### **1.15.1 Attempt to Secure Favorable Treatment**

It is improper for any District officer, employee or agent to solicit consideration, in any

form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the District's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a District officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

#### **1.15.2 Proposer Notification to District**

A Proposer shall immediately report any attempt by a District officer, employee or agent to solicit such improper consideration. The report shall be made either to the District or manager charged with the supervision of the employee. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

#### **1.15.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **1.16 District's Quality Assurance Plan**

After contract award, the District or its agent will evaluate the Proposer's performance under the contract on a periodic basis. Such evaluation will include assessing Proposer's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Proposer's deficiencies which the District determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the Superintendent and the District's Board of Trustees. The report will include improvement/corrective action measures taken by the District and Proposer. If improvement does not occur consistent with the corrective action measures, the District may terminate the Contract in whole or in part without any early termination penalties. If corrective action measures are not performed in a timely manner, the District may impose other penalties as specified in agreements signed at execution of Contract.

**2.0 PROPOSAL SUBMISSION REQUIREMENTS**

This Section contains instructions to Proposers in how to prepare and submit their proposal.

**2.1 District Responsibility**

The District is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

**2.2 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Child Nutrition Services Director's sole judgment and his/her judgment shall be final.

**2.3 RFP Timetable**

**The timetable for this RFP is as follows:**

- Release of RFP ..... June 1, 2021
- Written Questions Due ..... June 15, 2021
- Questions and Answers Released ..... June 17, 2021
- **Proposals due by June 21, 2021 @ 10:00am (Pacific Time)**
- **Top 3 Vendor demonstrations to committee ..... June 23, 2021**
- Board (planned) approval of contract ..... July 19, 2021

**2.4 Proposal Withdrawals**

All proposals shall be firm offers and may not be withdrawn for a period of sixty (60) days following the last day to submit proposals.

**2.5 Proposers' Questions**

Proposers may submit written questions regarding this RFP by e-mail to the Child Nutrition Services Department and email identified below. All questions must be received by June 15, 2021 by 4:00 p.m. Pacific Standard Time. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP. The addendum will be emailed to all Proposers that received the RFP. To ensure receipt of any addendums, Proposers should include correct mailing address, fax number or e-mail address, whichever is appropriate. Questions should be addressed to:

Amy Haessly, Director of Child Nutrition Services  
Fallbrook Union Elementary School District  
409 W. Fallbrook St., Fallbrook CA 92028

[ahaessly@fuesd.org](mailto:ahaessly@fuesd.org)

Phone: 760-731-4355

Fax: 760-723-6143

## 2.6 Proposal Submission

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

The original *Proposal* and 2 numbered copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

Nutrient Analysis and Menu Planning Software  
RFP #396-19-20

The Proposal(s) shall be delivered or mailed to:

Child Nutrition Services Department Fallbrook  
Union Elementary School District  
409 W. Fallbrook St  
Fallbrook, CA 92028

**It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing time for receipt of Proposals, as listed in Subparagraph 2.2, will be returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

## 2.7 Preparation of the Proposal

All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected without review at the District's sole discretion.

### **Proposal Format**

The content and sequence of the proposal must be as follows:

- Transmittal Letter
- Table of Contents
- Executive Summary (Section A)
- Proposer's Qualifications (Section B)
- Proposer's Approach to Provide Required Services (Section C)
- Proposer's Costs for Services {Appendix B Pricing Sheets} (Section D)
- Acceptance/Exception to Terms and Conditions of Proposal and include Proposer's Sample Contract (Section E)
- Additional Data (Section F)
- Required Forms {Appendix C Required Certifications} (Section G)

### **2.7.1 Transmittal Letter**

The transmittal letter must be a maximum of one (1) page, transmitting the Proposal on the Proposer's stationery. The transmittal letter must include the Proposer's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Proposer. **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.** The letter shall indicate whether or not the Proposer intends to perform the Contract as a single Proposer. The letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined in Appendix A, *Statement of Work*.

### **2.7.2 Table of Contents**

The Table of Contents must be a comprehensive listing of material included in the Proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

### **2.7.3 Executive Summary (Section A)**

**Section A**, the Executive Summary, shall condense and highlight the contents of the Proposer's Proposal to provide *the District* with a broad understanding of

the Proposer's approach, qualifications, experience, and staffing.

**2.7.4 Proposer's Qualifications (Section B)**

**Section B** must demonstrate that the Proposer's organization has the experience and financial capability to perform the required services.

The following sections must be included:

**Proposer's Background and Experience (Section B.1)**

Proposer must provide a summary of relevant background information to demonstrate that they meet the minimum requirements stated in Sub-paragraph 1.4 and has the capability to perform the required services as a corporation or other entity.

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

**Proposer's References (Section B.2)**

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. Proposer must submit the following items as part of their package.

*a. Prospective Supplier References*

Proposer must provide four (4) references where the same or similar scope of services was provided. The same references may be listed on both forms. It is preferable that the references be within the State of California.

*b. Prospective Supplier List of Contracts*

The listing must include all District contracts for the last five (5) years.

*c. Contracts terminated within the past five (5) years must be listed separately with a reason for termination.*

**2.7.5 Proposer's Approach to Provide Required Services (Section C)**

**Section C** must present a description of the methodology the Proposer will use to meet Contract work requirements as well as list of items needed to perform services. Description of method for offline service in case of internet failure should be included. An implementation timeline for proposal must also be included in this section. Describe in detail how the services will be performed to meet the intent of the SOW.

**2.7.6 Proposer's Costs for Services (Section D)**

**Section D** must contain the completed and signed Pricing Proposal Sheet identifying all pertinent information of proposal.

**2.7.7 Include Proposer's Sample Contract (Section E)**

**Section E** must include a copy of the Prospective Supplier's Sample Contract. The District reserves the right to negotiate terms of the Contract with the selected supplier at the District's sole discretion.

**2.7.8 Additional Data (Section F)**

**Section F** must be entitled "Additional Data" and will contain material and data not specifically requested for evaluation, but which the Proposer wishes to submit. This may include the following items:

- Standard sales brochures and materials with minimal technical content;
- Pictorial material of the type used as space fillers; and General narrative of non-specific nature.

**2.7.9 Required Forms (Section G)**

**Section G** must be entitled "Required Forms from Proposer" and shall contain the following forms, signed/dated where applicable.

**Certification of No Conflict of Interest**

Proposer must certify that no employee who prepared or participated in the preparation of this Proposal is within the purview of Government Code Section 1090.

**2.7.10 Last Page of Proposal**

The last page of the proposal must list names of all joint ventures, partners, subcontractors or others having any right or interest in the Contract or the proceeds thereof. The page must include the signature of the person authorized to bind the Proposer in a contract, as follows: Respectfully submitted,

(Proposer's Name and Address and names and addresses of joint ventures, partners, subcontractors or other parties)



By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Telephone \_\_\_\_\_

**Cost Proposal Format**

The Cost Proposal must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the Contract. Include the following information in the order listed below.

**Cover Page** identifying, at a minimum, the RFP number and the Proposer's name.

- **Proposal Pricing Sheet (Appendix B)**

### **3.0 SELECTION PROCESS AND EVALUATION CRITERIA**

#### **3.1 Selection Process**

The District reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposals on **June 21, 2021 @ 10:00 am.**

Evaluation of the proposals will be made by an Evaluation Committee selected by the District. The Committee will evaluate the proposals and will use the general evaluation approach described herein to select a prospective Supplier.

After a prospective Supplier has been selected, the District and the prospective Supplier(s) will negotiate a Contract for submission to the Board of Trustees for its consideration and possible approval. If a satisfactory Contract cannot be negotiated, the District may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the District.

The recommendation to award a Contract will not bind the Board of Trustees to award a Contract to the prospective Supplier.

The District retains the right to select a Proposal other than the Proposal receiving the highest number of points, provided that Proposal is one of the three lowest responsible Proposers, if District determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the District pursuant to Public Contract Code 20118.1.

#### **3.2 Adherence to Minimum Requirements (Pass/Fail)**

A proposal must adhere to the minimum requirements outlined in Subparagraph 1.3, Minimum Mandatory Requirements. Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The District may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

#### **3.3 Adherence to Format (Pass/Fail)**

A proposal must adhere to the specific format outlined in Section 2, Proposal Submission Requirements of this RFP. Each section must be specifically labeled and in the same order as given in Section 2. Failure of the Proposer to adhere to this format may eliminate its proposal from any further consideration. The District may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### **3.4 Business Proposal Evaluation and Criteria (60%)**

All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation. The Evaluation Committee may also, at its discretion, invite Proposers being evaluated (top candidates) to make a verbal presentation and/or a sample (product) demonstration as the Evaluation Committee considers appropriate. Notice to selected candidates will be sent within 2 business days of June 21, 2021. Working demonstrations will be conducted on Wednesday, June 23, 2021. Demonstrations will be up to 45 minutes in a virtual presentation and must include detailed presentation about how FUESD would operate the software with additional features as time permits. Failure to be able to provide such working demonstration may disqualify the Proposer's proposal submittal.

#### **3.4.1 Proposer's Qualifications (30%)**

##### **Proposer's Background and Experience (15%)**

Evaluation of the Proposer's experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.1.

##### **Performance History Analysis (15%)**

Proposer will be evaluated on the verification of references provided in Section B.2

#### **3.4.2 Proposer's Approach to Providing Required Services (30%)**

The Proposer will be evaluated on its description of the methodology to be used to meet the District's requirements based on information provided in Section C, verbal presentations (if applicable) and/or sample demonstrations (if applicable).

#### **3.4.3 Acceptance/Exceptions to Terms and Conditions of Sample Agreement**

The Proposer will submit a sample contract/agreement form to be signed by the District upon award to the Proposer. If the terms of the sample contract/agreement cannot be satisfactorily negotiated with the District, the District may, in its sole determination, disqualify any Proposer.

### **3.5 Cost Proposal Evaluation Criteria (40%)**

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

## APPENDIX A

### STATEMENT OF WORK

Fallbrook Union Elementary School District's Child Nutrition Services Department is looking for a new inventory, nutritional analysis, and menu planning software program. FUESD has 9 CNIPS claim sites throughout the cities of Fallbrook, Oceanside, and San Clemente. Additional users include 1 administrator, 2 warehouse staff, 1 central kitchen lead, and 2 office staff. FUESD invites interested Parties to submit a proposal for the set-up, configuration, installation, implementation and yearly maintenance of a comprehensive software program for the Child Nutrition Department.

Proposal must include:

Nutritional analysis, menu planning, and inventory software to include:

- Central warehouse inventory serving 9 schools
- Nutrition analysis and reports for compliance with all USDA School Meals Programs
- Production records, site inventory, ordering and receiving capabilities.

Optional software to include web publishing and digital display software.

Installation and training for a minimum of 8 hours.

First year support plan and included activities with dates and timelines. Additional annual renewal and support fees. Any additional fees for email, phone, text messaging.

The District reserves the right to schedule sample demonstrations as it sees fit during this process.

Each proposal submitted will include all aspects of the software to include installation, training and annual support fees. The proposal must be complete in all aspects to allow for successful use of the product by the District. Costs for annual support fees will begin in year 2 of the contract and pricing must be firm for the entire life of the contract including the two additional years that the agreement may be extended. Annual support fees will run from the date of successful installation of the product for one annual period.

The successful Proposer will provide technical support between the hours of 6:00 am until 3:00 pm Pacific Time, Monday through Friday, excluding holidays.

Training time costs should be all inclusive. The District will not pay per diem, travel, or travel-related expenses.

**APPENDIX B Pricing Proposal Sheet**

Item #	Type of charge (One-time or Annual)	Description	Qty.	Unit Price	Extended Cost

## **Appendix C – Required Forms of Proposer**

The following pages of this RFP contain certifications which may or may not be required, depending on the specific proposal of the awardee. If you determine your Contract should not be subject to any of the following certifications, please so indicate in your response to this RFP. Otherwise, proposers should return signed copies of all of the following certifications. The District reserves the right to require Contractor to execute additional certifications if the nature of Contractor's proposal so requires.

### Conflict of Interest Certification

Proposer hereby certifies that to its knowledge, no current Board member or employee of the Fallbrook Union Elementary School District ("District"), and no one who has been a Board member or an employee of the District within the last two years, has influenced or sought to influence the awarding of this RFP to Proposer, except as allowed under his/her official duties. Proposer understands that any violation of this Certification shall make any award or subsequent related agreement voidable by the District.

Company Name:

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Signature:

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Print Name, Title:

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Date:

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## Drug-Free Workplace Certification

This Drug-Free Workplace Certification is required pursuant to 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 for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract 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;
  4. The penalties that may be imposed upon employees for drug abuse violations.
  - 5.
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Fallbrook Union Elementary School 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 suspension of payments, termination, 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.

Company Name:

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Signature:

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Print Name, Title:

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Date:

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**Alcohol Beverage and Tobacco-Free Campus Policy Certification**

The Proposer agrees that it will abide by and implement the Fallbrook Union Elementary School District's ("District") Alcohol 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 Proposer shall ensure that all subcontractors and employees working for Proposer will be notified of such policy. Failure to follow District's policy will result in the dismissal of subcontractor or employee.

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

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

### Workers' Compensation Certificate

Labor Code Section 3700 provides, in relevant part, as follows:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. 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 employees.
3. By securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees.

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

\_\_\_\_\_  
Proper Name of Vendor

Signature: \_\_\_\_\_  
Print Name, Title: \_\_\_\_\_

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.

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion**

I am aware of and hereby certify that neither \_\_\_\_\_ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the purposes of submission of this bid.

(Corporate Seal)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

As the awardee under this contract, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes of award of this contract.

(Corporate Seal)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

### 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 proposal, contract renewal or extension when the **contract exceeds \$100,000**.

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

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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:
Fallbrook Union Elementary School District		
Address of School Food Authority:		
321 N. Iowa St. Fallbrook, CA 92028		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:

**Disclosure Regarding Lobbying Activities**

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

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

121-5/6110290.1

**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, audiotope, 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](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](mailto:program.intake@usda.gov)

I am aware this institution is an equal opportunity provider and I will comply with such policy in the performance of the work of this Contract.

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

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

Print Name, Title: \_\_\_\_\_

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

### Affirmative Action Program

This is an Equal Employment Opportunity Status Report. If the anticipated amount of the contract exceeds \$10,000, or if the anticipated annual amount of purchase orders placed with a vendor **exceeds \$10,000**, preparation of this form is required.

Firm Name \_\_\_\_\_ Telephone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_

Zip Code \_\_\_\_\_ Number of Employees \_\_\_\_\_

This firm is:

\_\_\_\_\_ Independently Owned and Operated

\_\_\_\_\_ An Affiliate ) Parent Company \_\_\_\_\_

or

\_\_\_\_\_ A Subsidiary ) OF Address \_\_\_\_\_

or

\_\_\_\_\_ A Division ) \_\_\_\_\_

\*\*\*\*\*

Proposer  
Has

Proposer  
Has Not

\_\_\_\_\_ Held contracts or subcontracts subject to the Equal Opportunity Clause of Executive Order 11246.

\_\_\_\_\_ Filed Equal Employment Opportunity Information Report EEO-1 when required.

\_\_\_\_\_ Developed a written Affirmative Action Program.

Contractor's Equal Employment Opportunity Program has \_\_\_\_, has not \_\_\_\_ been subject to a Government Equal Opportunity Compliance Review. If so, when \_\_\_\_\_.

\*\*\*\*\*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_