LITTLE LAKE CITY SCHOOL DISTRICT REQUEST FOR QUOTE

Nutrition Services Software System

Cafeteria Point of Sale, School Cafeteria Management Program Central Office Management Program

Request for Quote

Nutrition Services Software System

Services Requested

Little Like City School District ("District") hereby requests quotes from qualified vendors for a complete system, set up and implementation to include; software, data conversion, installation, training, ongoing technical support, maintenance and updates hosted by the provider ("Vendor") in accordance with the requirements and terms set forth in this Requests for Quotes (RFQ). Quotes are to be based on a three (3) year period, including startup (software, data conversion, installation, training, etc.) and the annual renewal fee (support and maintenance). Year one (1) starting July 1, 2021 and the following two (2) year annual renewal starting July 1, 2022 through June 30, 2024 in accordance with the Term description set forth herein. The products requested are to include the following items and specifications:

- 1. Point of Sale Software
- 2. Free and Reduced Price Meal Application Processing and Verification Software
- 3. Online Free and Reduced Price Meal Application Component
- 4. Menu Planning, Nutrient Analysis, Production Records Software
- 5. Online Meal Payment Option for Parents
- 6. Web Based, Hosted Programs
- 7. Compatibility with Power School and/or Aeries Student Information System Hosted Version

RFQ Process

All quotes pursuant to this RFQ must be received by the District Contact, as identified below, on or before 10:00 a.m. PT Friday, February 05, 2021. Vendors are solely responsible for ensuring their quotes are received prior to the Deadline and District may reject any quote received after this deadline date. Interested Vendors may submit questions to the District Contact on or before 10:00 a.m. PT Friday, January 22, 2021. The District will provide responses to all questions received prior to the preceding date on its website at www.llcsd.net/currentbids/. Vendors may only contact the District Contact regarding this RFQ and are instructed to refrain from contacting any other District employee or representative. Any such contact may result in the Vendor's quote is rejected.

The District Contact is:

Jorge Vargas, District Buyer 10515 S. Pioneer Blvd. Santa Fe Springs, CA 90670 jvargas@llcsd.net

As set forth herein, the District is seeking quotes for the services described in this RFQ. This RFQ does not constitute a formal bid and, therefore, the District is not bound to enter into an agreement with the lowest responsive bidder or otherwise enter into an agreement with any Vendor submitting a response to this RFQ. The District, at its sole discretion, reserves the right to further negotiate

with any party to procure some or all of the services set forth in this RFQ. Nothing in this RFQ shall be construed as guaranteeing that the District will enter into a contract with any Vendor for any service set forth in this RFQ. Vendors submitting responses to this RFQ shall be solely responsible for any costs associated with preparing and submitting the RFQ.

SYSTEM SPECIFICATIONS

Response to Specifications

Vendors must respond to every general, technical and functional implementation requirement listed in this section.

- Place a check mark under **YES** if the function, service or feature is available and included as part of the quote.
- Place a check mark under **NO** if the function, service or feature is not available or not included as part of the quote.
- Comments may be made in the **COMMENTS** section for additional details on the specification or to explain the reason for a **NO** response.

GENERAL FEATURES

Requirement:	YES	NO	Comment
Option to purchase only the specific modules needed for each			
site			
User friendly Windows/Web style interface			
Synchronized, centralized database with immediate access to			
critical information			
Vendor hosted database			
Fully integrated system			
Hierarchy of user accounts			
Guarantee of accuracy in all functions and communications			
within the system			
Initial on-site training, installation, set-up, integration, and on-			
going technical support, maintenance and updates			

POINT OF SALE HARDWARE

Requirement:	YES	NO	Comment
Ability to use non-proprietary hardware and keypad devices			
with the software programs included in the proposal			
System supports dual sided keypad devices per each point of			
sale station			
System supports combination keypad/barcode scanners for the			
entry of student ID numbers			
Ability to use Windows 10 touch-screen computers for point			
of sale stations			

TECHNOLOGY

Requirement:	YES	NO	Comment
Compatible with Power School Student Information System,			
hosted version, for student data transfer			
Compatible with Aries Student Information System, hosted			
and version, for student data transfer			
Automated synchronization SFTP or plugin for			
communicating in real-time between Power School Student			
Information System and the Central Office software included			
in the proposal			
Automated synchronization SFTP or plugin for			
communicating in real-time between Aries Student			
Information System and the Central Office software included			
in the proposal			
Student photos included in the automated import from Power			
School Student Information System.			
Student photos included in the automated import from Aries			
Student Information System.			
Built-in exports to Excel, CSV, Word, Text and PDF formats			
for letters, reports and spreadsheets			
Customizable software for point of sale computer appearance,			
including; the selection and organization of the specific			
information displayed, font size, colors and graphics			
Fully integrated Back Office software; Menu Planning,			
Production Records, Nutrient Analysis, Free and Reduced			
Price Meal Application Processing, Verification, Meal			
Payments			
Automated, customizable parent notification system through			
generated letters, emails, phone and text messages			
Cloud-based data storage			

MENU PLANNING, NUTRIENT ANALYSIS, PRODUCTION RECORDS

Requirement:	YES	NO	Comment
USDA approved Food Based menu planning, utilizing the			
most current USDA nutrient standards for menu analysis,			
based on the HHFKA standards			
Pre-loaded USDA food items and recipes			
Customizable menu and recipe software to allow select staff			
only to add and modify ingredients, menu items, and recipes			
to be used in menu planning and nutrient analysis, to include			
nutrition information and meal pattern contributions based on			
manufacturer's information, product formulation statements			
and CN labels			

Ability to prevent site users from modifying ingredients, menu	
items, recipes and menus	
Ability to print recipes at the site level, customizable for the	
number of portions needed	
Ability to create, customize, save, post and print menus for	
each age group	
Ability to create and customize cycle menus for each age	
group	
Customizable reports available to assess menus, specific to	
age groups and time periods, for compliance with USDA	
standards, including; food components, vegetable sub-	
components, calories, cholesterol, sodium, total fat, saturated	
fat, trans fat, sugar, fiber, iron, calcium, vitamin A, vitamin C,	
protein, carbohydrate	
HACCP and allergen information included in recipes	
Ability to include food specific allergen and nutrient	
information in online menus and printable reports	
Customizable production records, based on the district's	
needs, allowing select staff to modify product information,	
pack sizes, servings per pack, portion sizes and contributions	
to the meal pattern	
Separation of student reimbursable meals, student a la carte	
sales, adult meals, adult a la carte sales and off-site sales in	
production records	
Supports editing of menu item amounts planned, served and	
leftover in production records at the site level	
Ability to print production records at the site and district level	
Ability to record HACCP temperatures on productions	
records, for heating and holding, multiple times during each	
day	

$\frac{\textbf{FREE AND REDUCED-PRICE MEAL APPLICATION PROCESSING AND DIRECT}{\textbf{CERTIFICATION}}$

Requirement:	YES	NO	Comment
Complies with current USDA and California free and reduced			
price meal application regulations			
Live support from Vendor to accurately import Direct			
Certification files monthly at the district's request			
Complete Verification module, including; automatically			
queued, formatted letters for communication to parents,			
eligibilities updated in the system by the required timelines			
and access to accurate, detailed reports for each application			
and student verified, as well as a final summary report at the			
conclusion of Verification to be utilized for state reporting			
Integration with online application program			

Automated year-end rollover process, allowing District staff	
to customize information carried over into each new school	
year	
Ability to customize the 30-day carry-over date for application	
expiration each school year	
Automatic generation and que of notifications letters and	
emails to parents for meal benefit approval or denial	
Ability to set up eligibility priority, ensuring lower eligibilities	
do not over-ride higher eligibilities	
Ability to customize all letters to parents	
Automatic, immediate and accurate transfer of student	
eligibility data from application processing program to point	
of sale program at the sites	
Ability to search students by name or ID number	
Automatic population of parent name and contact information	
from the entry of the student's name or ID number in	
application processing	
Ability to customize, print and save reports with the option to	
include any or all of the following; student name, student ID	
number, school, date of birth, parent's name, address, phone	
number, email address, administrative notes, approval or	
denial status, date of approval/denial, date of change in	
approval/denial status, indication of Direct Certification	
category approval or approval by application, indication of	
eligibility type and student account balance	
Ability to adjust effective dates of application and direct	
certification eligibility, including the adjustment of eligibility	
for student meal participation and meal charges, back to the	
date of application submission and DC qualification	

ONLINE APPLICATIONS

Requirement:	YES	NO	Comment
Complies with current USDA and California free and reduced			
Price meal application regulations			
Fully integrated with the proposed application processing			
software, with immediate and accurate transfer of student			
eligibility data from application processing program to point			
of sale program at the sites			
Customizable with the ability to modify the wording, font size			
and style and to add details in the instructions for parents to			
match the most current state approved application			
Ability to review applications and send to a 'hold' section			
when application is incomplete or potential errors are found			
Ability to modify the information entered by the parent, prior			
to processing the application, after the parent is contacted and			
the correct information is confirmed			

Ability to print applications		
Ability to add notes to applications		

ONLINE PAYMENTS

Requirement:	YES	NO	Comment
Parent account management; program allows for parents to set			
up email or text alerts for low and negative student account			
balances, set up automatic payments and view purchase and			
payment history			
Payments may be made using credit card, debit card or e-			
check			
Ability for parents to set up automatic, recurring payments			
Detailed reports available for daily banking deposit			
transactions			
Reasonable transaction fee for parents or the District to cover			
Transfer of funds deposited by parents online to the Point of			
Sale systems within 30 minutes			

MEAL COUNTING ACCOUNTABILITY

Requirement:	YES	NO	Comment
Compliant with current USDA and California regulations			
Edit check reports calculated for individual sites for the time			
period selected			
Monthly claim reports calculated based on daily reimbursable			
meal participation for individual sites and a district total			
Ability to generate daily reimbursable meal participation			
reports by site, listing all student names and reimbursable			
meal transactions			
Ability to generate daily participation reports by site, listing			
all student names and indicating reimbursable meals served,			
student a la carte sales and any cash payments or charges			
made			
Ability to generate day-end sales reports by site, with a break-			
down by student meal, student a la carte, adult meal, adult a la			
carte, pre-payments, payback amounts and charges made for			
the time period selected			
Ability to cross-check monthly participation reports with			
monthly claim reports by site for accuracy and consistency			

POINT OF SALE

Requirement:	YES	NO	Comment
Compliant with USDA and California regulations			
Supports multiple point of sale registers per site			

Supports dual serving lines per register	
Purchases can be made with cash, check, money order or from	
a student's account and can be recorded in the student's sale	
transaction screen	
Charging meals requires no more than one step in the	
student's sale transaction screen	
Supports no student ID cash sales	
Supports pre-payments and paybacks at the point of sale	
stations	
Ability to search for student by ID number, name, or class	
roster	
Ability to generate and print student ID cards for point of sale	
scanning	
Student photos are shown with the student's name on the class	
rosters for entering participation at the serving line	
Ability to enter student participation at the point of sale using	
student ID numbers, student ID cards, class rosters	
Student information sales screen includes; student's name, ID	
number, student photo, applicable serving line notes/alerts,	
account balance	
Allows for voiding sales, based on user criteria	
Emergency roster available to be printed by class or grade for	
manual entry as needed	
Synchronized eligibility with the Central Office	
Transactions can continue when there is a loss of network	
connection	

CENTRAL OFFICE MEAL ACCOUNTABILITY AND REPORTING

Requirement:	YES	NO	Comment
Ability to set up custom reports			
Option to display initial benefit approval/denial dates as well as updated approval/denial dates on student eligibility lists			
Meal categories are defined by the District staff			
Ability to generate reports by school site, groups of schools or all schools			
Option to save, print or export all reports			
Centralized POS and menu management			
Allows for 'reclassification' of meals served, based on eligibility status from the date the application was submitted and complete, in a one screen process			
Allows for 'reclassification' of meals served, based on eligibility status from the date students are certified through direct certification, in a one screen process			

SITE MANAGEMENT

Requirement:	YES	NO	Comment
Ability to accept payments at the manager's station or POS			
computers			
Blind balancing is an option and can be determined by the			
user category			
Day end reports for sales and participation available in			
summary and detail			
Transactions can be viewed remotely in real time			
Second meals identified, not claimed and not allowed			
Ability to log reimbursable meal sales for students not in the			
database			
Overages and shortages determined for each POS station			

Training Requirements

The Vendor shall provide both system training and end-user training for the proposed system, on an as needed basis. The Vendor shall include all costs (e.g., travel, per diem, and training material expenses) to provide such training in the proposed system cost.

The scope of the system training is to include all functions for setup, system administration, installation, and on-going operation of the integrated Nutrition Services software system. System training shall be provided as soon as possible after contract award, with dates for training to be agreed upon by the District and the Vendor.

Training is to be provided 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, at no additional cost, to cover the contents of the training session(s) that will become part of the District's documentation for the system. Vendors shall provide a description of their training process and how they will meet the requirements set forth herein, with their quotes.

Guarantees and Warranties

All guarantees and warranties should be stated in writing and submitted as part of the quote.

The vendor shall warrant that the system will meet the reliability and performance requirements set forth in the quote and will continue to do so as long as the system remains under vendor maintenance.

Evaluation and Selection Criteria

Proposals will be evaluated to determine which quote best meets the needs of the District. The District will consider the following criteria during its evaluation process:

Criteria:

Cost/Fees (based on a three (3) year period)

Ability to provide the requested specifications stated in this document

Ongoing support; response time, accuracy and customer service oriented

Appropriate company experience and stability

Training Plan

Ease of comprehension and use for all levels of staff

References

Demonstrated ability to meet the specific needs of the District as set forth in the Request for Quote

Schedule Term / Renewal Provision

As set forth above, the District seeks to enter into an agreement for the services set forth herein for a three (3) year period commencing on July 1, 2021 and continuing through June 30, 2024 (the "Term"). Vendors shall provide a set up schedule, establishing when Vendor will complete the services necessary to allow the District to begin using the proposed software system, including software installation, data conversion, and training and confirm it will provide support and maintenance throughout the Term for the Total Price as discussed above. The District reserves the right to add or delete modules during the Term.

Price

All Vendors shall include a price proposal / fee schedule that will establish the total, not-to-exceed amount to be paid by the District to provide all services set forth herein. The Vendor's fee schedule shall include the total cost to provide the "start-up" services necessary to enable the District to use the proposed software system, including software installation, data conversion, and training as well as the fee to be charged to provide support and maintenance throughout the Term, subject to the District's termination rights, as set forth below. The prices are total and all-encompassing, confirming that the District will not be subject to, or responsible for, additional charges or fees such as, reimbursable expenses, travel costs, or undefined overhead. Vendors must accept responsibility for any additional cost incurred as a result of its services, including related to any "unforeseen" or "uncontrollable event" costs.

Agreement Negotiations and Formation

The Vendor selected by the District (the "Selected Vendor") will be required to enter into a formal agreement with the District to establish the terms and conditions applicable to its services, which shall incorporate the terms and conditions set forth above. Vendors are welcome to submit proposed agreements with their quotes for the District's consideration. However, any such proposed agreement must incorporate the requirements set forth in this RFQ. The District, at its sole discretion, may require the Selected Vendor to revise its proposed agreement or use another agreement with terms established or negotiated by the District. The contract with the selected Vendor must include or incorporate the specific provisions listed below as well as incorporate the requirements set forth above:

1. Indemnification

- A. General Indemnity. The Selected Vendor agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense (including attorneys' fees), of any nature whatsoever ("Damages"), which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property or any and all other actions, claims, liens, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization, caused by any act, neglect, default, or omission of the Vendor, or any person, firm or corporation employed by the Vendor, either directly or by independent contract, arising out of, or related to, the services covered by this Agreement, whether said Damages occur either on or off District's property, except for liability for Damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
- B. <u>Intellectual Property Indemnity</u>. Vendor shall indemnify, defend, and hold harmless District, its officers, agents, and employees against all Damages resulting from any judgment or proceeding in which it is determined or any settlement contract approved by Vendor arising out of the allegation, that Vendor furnishing or supplying District with goods, components, programs, practices, or methods under this Agreement or the District's use of such goods, components, programs, practices or methods supplied by Vendor under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. District retains the right to participate in the defense against any such suit or action. District agrees to provide Vendor with prompt notice of any such claims and to permit Vendor to defend any claim or suit, and that it will cooperate fully in such defense.

2. Insurance

- A. General Liability. Vendor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Vendor and District against liability or claims of liability which may arise out of this Agreement. In addition, Vendor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Vendor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Vendor agrees to name District and its officers, agents and employees as additional insured under said policy. Vendor agrees to maintain workers' compensation insurance as required under the laws of the State of California.
- B. <u>Cyber Liability (Security and Identity Theft Coverage)</u>. Vendor shall provide \$5,000,000 in Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion, and Denial of Service.

3. Termination

A. <u>Termination by District</u>. District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for services rendered to the date of termination. Seven (7) days advance written notice of termination of this Agreement by District

shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by the Vendor or no later than three days after the day of mailing, whichever is sooner. In the event of termination of this Agreement, the District shall be entitled to a prorated refund of any advanced payments of the Payments from the effective date of the termination up to the end of the term for which advance payment was made. Vendor shall cooperate with the District to provide access to District data, and Vendor shall not limit access or remove District data, during the termination process. The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination by Vendor. Vendor may terminate this Agreement for cause upon giving of written notice of intention to terminate for cause. Cause shall include any material violation of this Agreement by the District. Written notice by Vendor shall contain the reasons for such intention to terminate and unless within one hundred twenty (120) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the one hundred twenty (120) cease and terminate. Written notice by Vendor shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner. Vendor shall cooperate with the District to provide access to District data, and Vendor shall not limit access or remove District data, during the termination process. The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. Governing Law / Venue

This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement with venue of Los Angeles, California.

The District, at its sole discretion, reserves the right to require additional terms and provisions in the final agreement with the Selected Vendor depending on the specifics of the Vendor's quote.