



REQUEST FOR PROPOSALS

POINT OF SALE (POS) SYSTEM

RFP 2022-07

Proposals Due Date: January 19, 2022
Mandatory Pre-Submittal Conference: January 5, 2022

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PURCHASING DEPARTMENT
TWIN PEAKS CENTER
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Poway, California 92064

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A. NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Poway Unified School District, acting by and through its Governing Board, hereinafter referred to as the “District”, will receive up to, but not later than **2:00 P.M. on the 19th day of January, 2022** sealed Proposals for the award of a contract for:

POINT OF SALE SYSTEM

Such proposals shall be received in the Purchasing Department, Poway Unified School District, 13626 Twin Peaks Road, Poway, CA 92064.

Any Proposal received after the stated date and time will not be considered. Proposals submitted and participation by interested Proposers shall be at no cost or obligation to the District.

Each Proposal must conform and be responsive to this invitation, the Information for Proposers, the Specifications, and all other documents comprising the pertinent RFP documents. There is a Mandatory Pre-RFP Conference on January 5, 2022 at 10:00 AM, held via Zoom. Zoom meeting details will be provided to interested parties via email. Please email bgachuz@powayusd.com by 4:00 PM on January 4, 2022 to request Zoom meeting log-in.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the proposal or in the proposal process. The District may award a contract according to the State of California Education Code Section, 20118.2.

No Proposer may withdraw its Proposal for a period of sixty (60) days after the date set for the opening of Proposals. For information regarding this proposal or to receive a Request for Proposal (RFP) packet, please contact Brenda Gachuz at bgachuz@powayusd.com. RFP Packets can also be obtained at the District’s website (<https://www.powayusd.com/en-US/Departments/Business-Support/Purchasing/Purchasing-Bids>).

Dated this 20th day of December 2021.

Dr. Darshana Patel

Dr, Darshana Patel
Clerk, Board of Education
Poway Unified School District
San Diego County, California

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B. INTRODUCTION

Poway Unified School District (PUSD) is seeking responses for a preferred provider of software and implementation services to include a point-to-point full-featured Web-Based Point-Of-Sales (POS) System. The proposed integrated software (hereinafter referred to as “the proposed software”) and corresponding services that may commence as a result of this RFP, will utilize the latest standards, design, and technologies to provide PUSD with, at a minimum, the following:

General

- All-in-one Point of Sales (POS) system. SAAS model is preferred.
- Ease of setup and use out of the box.
- Easy-to-use sign off/on process.
- Conduct regular transactions and accept multiple forms of payment.
- Safeguard customer's data with the latest in security technology including data tokenization and encryption.
- Compatibility with different merchant services should PUSD decide to stay with the current merchant provider is preferred.
- No credit card or customer information is stored on the devices or displayed on receipt
- 24/7 Customer Service via phone and/or email
- Capability to export reports to an Excel spreadsheet
- PCI compatible Network fail safe (keep entering cash sales information at the register while network is down)
- Wi-Fi /IP mobile connectivity options
- Barcode system
- Provide powerful tools and advanced reporting capabilities for centralized and remote management of the POS system.
- Use industry standard, non-proprietary equipment, including PC or tablet
- Supports multiple user networking.
- Provide user login IDs and passwords for users to uniquely authenticate themselves
- Provide different levels of user roles and access
- Have adequate security controls for user access
- Support and incorporate a mix of operational and financial data
- Provide robust reporting tools and features, including variance reports that offer real-time and historical data

The proposed software must be a web-based Point-Of-Sales System that can effectively provide the above mentioned capabilities and services in a user-friendly and flexible manner for Participants and their Authorized Users.

- PRIMARY GOALS
- Significantly reduce the amount of cash and check collection by adding the ability to take credit and debit payments on site and/or online
- Ability to create and track fines, fees, donations and charges by individual school, student and/or sub categories. Examples of collections and sub categories include library fines and fees, Associated Student Body (ASB) activity cards, teacher/class lab materials, teacher/class field trip educational opportunities, textbook fees, dances, theatre productions and fundraisers, club fees, registrations and dues, uniforms, student store operations, lunch and other food services, yearbook/annual, fingerprinting, archives,

transcript purchases and donations, and employee COBRA contributions

- Ability to apply all payments to correct students and accounts
- Reduce the amount of administrative and reconciliation effort needed to manage cash and check collection
- Reduce vulnerability to fraud and theft
- Provide the ability to report on and display transactions by student, account, school, as well as create a one-stop location for parents and students to log in and see all transactions

WORK PERIOD

- Dates to be arranged by PUSD and agency or firm. Implementation to be completed by June 2022.

This Request for Proposal (RFP) is considered an invitation to negotiate for the goods and services referenced herein. Department of Finance reserves the right to modify or waive Terms and Conditions of the RFP and the description of the products and Services, and how they are to be provided, and to withdraw this RFP in part or in its entirety.

C. SCOPE OF SERVICES

The proposed software must be a web-based Point-Of-Sales System that can effectively provide the above mentioned capabilities and services in a user-friendly and flexible manner for Participants and their Authorized Users.

This Request for Proposal (RFP) is considered an invitation to negotiate for the goods and services referenced herein. Department of Finance reserves the right to modify or waive Terms and Conditions of the RFP and the description of the products and Services, and how they are to be provided, and to withdraw this RFP in part or in its entirety.

DELIVERABLES:

PUSD has established the following list of deliverables that the consultant will be required to provide. PUSD reserves the right to modify the list of deliverables at any time before execution of a contract, to add, delete, or otherwise amend any deliverables, as it deems necessary, in its sole judgment, and in its best interest.

- A software system that satisfies all of the requirements listed in the RFP is in place and operational.
- Training sessions.
- Training and Administrators documentation.
- PUSD reserves the right to add related services as needed.

Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by PUSD or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when deemed so by the Associate Superintendent of Business Services and all other Services have been satisfactorily performed and accepted by the Associate Superintendent of Business Service ("Term").

COMPANY REQUIREMENTS:

Company must:

- Have experience in developing and operating Point-Of-Sales system and have school/educational agency clients (within the U.S.) utilizing the proposed Software in a production environment for a minimum of one year
- Be well established and in a strong financial position
- Provide 24/7 hotline support
- Allow the PUSD to remain the sole and exclusive owner of all data entered into or generated by the proposed Software. Respondent shall not use any of said data in any form including, but not limited to, raw data, blended data, stripped data, aggregated data, and usage or statistical information derived from or in connection with the Data, except as it is necessary to fulfill its obligations to provide the proposed Software.

SOFTWARE REQUIREMENTS:

Software must meet the following requirements:

1. POS

- Cloud based or SAAS model preferred
- Integrated credit card processing/authorization
- Support Multiple Tenders (Cash, Visa, Discover, Money Order, Check, Store Credit, Gift Certificate, etc.)
- Allow user definable tenders
- Allow split tender capability on invoice
- Search for items by SKU
- Search for items by model
- Search for items by description
- Display item availability/stock level
- Display item order date
- Display item description
- Display serial numbers
- Display item picture
- Scan bar codes at POS
- Issue discounts and change prices by line item or entire invoice
- Issue store credits
- Issue discounts and change prices by a certain percent or dollar amount
- Issue discounts by redemption items (coupons, rebates, etc.)
- Track multiple promotions
- Flag or display a message when discount is below cost
- Require management review when price is below cost
- Override automated discount (with appropriate user rights)
- Specify sales person
- Specify more than one sales person
- Issue a refund at the POS
- Print cash receipts
- Customize receipts and invoices by adding a logo
- Record lost sales from POS
- User definable keyboard shortcuts (Does not require mouse)
- Allows sale voids

2. Inventory Management

- Store and view item number information
- Store and view description information
- Allow user defined fields for each item
- Store and view a bar code number
- Assign and view a category for each item
- Track items by serial number if applicable
- Allows multiple serial numbers per item
- Search for inventory items by product line, item number, serial number, and description
- Automatically compute min-max inventory level based on sales history
- View usage history for each item
- Unlimited associated items or aliases
- Track offline inventory (items not for sale)
- Manual update of inventory quantities with proper approval
- Allocation of inventory at time of sales
- Audit trail of inventory adjustments for reporting
- Inventory reporting

3. Pricing

- Assign a different price level at the POS (Senior price, school discount, etc.)
- Assign, calculate and display sales tax based on predefined tax schedules
- Create price tables/matrixes that allow multiple pricing level
- Assign price levels based on customer type, department, category, price range, or region

- Set prices based on a pre-defined profit margin (Calculate price based on cost and margin)
 - Allow mark down or discount merchandise with proper approval
 - Audit trail of mark down, discount, and any other price adjustments for reporting
4. Security
- Require management approval for the cashier to enter opening or closing amount
 - Require management approval for cashier to change price at POS
 - Allow item cost display at POS
 - Require management approval for cashier to cash out at the closing
 - Require management approval for manual discount
 - Require management approval for sale voids
5. Sales Reports
- Sales totals by specified time of day, week, month or year
 - Sales totals for each department, category, manufacturer or supplier
 - Sales total by end-user/customer (i.e. student number)
 - Sales by school grade levels
 - Sales totals for each rep or cashier
 - Number of items sold by time of day, week, month or year
 - Number of items sold for each category
 - Number of items sold based on top seller
 - Number of items sold based on lowest seller
 - Income statement report
6. Inventory Reports
- On hand inventory valuation reporting by item number, product line, category, and description
 - Inactive, excess or obsolete inventory repo
 - Fast and Slow moving inventory report
 - Inventory transactions by item number, transaction type, category, or description
 - Inventory status by item number, SKU, and serial number
 - Serial number/SKU list
 - Inventory turnover
7. Backup and Disaster Recovery
8. Custom Fields
9. Hardware
- Wireless and wired Credit Card Terminal with the following capabilities:
 - Takes EMV, Magstripe and NFC/Contactless payments
 - Dial and Ethernet connection
 - Large Memory Capacity
 - PCI PTS 2.x and 3.x certified with SRED and Open protocol modules
 - Long battery life (Wireless)
 - Built-in thermal printer (wireless)
 - WiFi, Ethernet and 3G cellular technology (Wireless)
 - Optional –
 - Bar code scanner minimally capable of supporting Code 128, UPC-A, UPC-E, EAN-13 and EAN-8, ITF-14, and Code 39.
 - Cash drawer controlled by the POS application
 - Change dispenser
 - Signature capture pad
 - Touch screen monitor
 - Receipt printer
 - Portable data terminal (PDT) for physical counting

Good to Have:

- E-Commerce/website integration
- Requires to use the software vendors shopping cart
- Website orders created and posted in the POS system instantly
- Website orders created and posted with an automatic polling system
- Website order notification
- Inventory relieved upon online order fulfillment
- Allows selection of products to be displayed on the website directly from the inventory module
- Real-time stock availability updates on the website
- Stock availability updates with an automatic polling system
- Automatic customer email notification for back orders, stock availability and shipping information

PUSD reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of PUSD.

D. INSTRUCTIONS, TERMS AND CONDITIONS

This RFP contains the instructions and conditions governing the requirements for a Proposals to be submitted by an interested Proposer, the format in which the Proposals is to be submitted, the material to be included therein, and the requirements that must be met. Each Proposer should carefully examine the entire RFP and be fully aware of the nature and quality of the services sought by District as well as the conditions in providing such services

1. **RFP PROCESS TIMELINE:** The following is the estimated timeline for Proposal submittals and the Proposal evaluation and selection process (“RFP Schedule”):

Action	Date
RFP Released	Dec. 22, 2021
Mandatory Pre-Proposal Meetings Location: VIA ZOOM – 10:00:00 PST AM *	Jan. 5, 2022
Last Day to Submit Questions for Clarification received by the District on or before 3:30 PM	Jan. 10, 2022
Final Responses/Addendum Issued by District by 2:00 PM	Jan. 13, 2022
Deadline for Receipt of Proposals submitted on or before 2:00PM	Jan. 19, 2022
Software Demo Week of	Feb. 14, 2022
Anticipated Award for the Project	Mar. 10, 2022
Project Start Date	April 2022

The District reserves the right, at any time, to adjust in the form of additions, modifications or deletions to the RFP Schedule. Such adjustments, if any, shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to date in the RFP Schedule shall mean the RFP Schedule as so adjusted.

2. **PERIOD OF CONTRACT:** One year with optional 4 one-year renewals.
3. **COMPOSITION OF THE PROPOSAL DOCUMENTS:** The Proposal is set up in a eleven (11) part sequence comprised of the following:
 - A. Notice to Proposers
 - B. Information for Proposers
 - C. Sample Services Agreement
 - D. RFP Terms & Conditions
 - E. RFP Form
 - F. Proposal Requirements
 - G. References
 - H. Designation of Subcontractors
 - I. Non-Collusion Declaration

- J. Workers' Compensation Certification
- K. Non-Discrimination Statement

All parts will become a binding part of the contract awarded to the successful Proposer. A Services Agreement containing the provisions specified in Part C will be negotiated and executed by the District and the successful proposer. Proposers shall submit a sample of the Services Agreement intended for use with the District for the implementation of this RFP. District, in its sole discretion, may elect to use the Proposer's sample agreement, subject to negotiation of the terms thereof, or provide its own contract. The District reserves the right to modify its needs or the scope of any proposed contract subsequent to the review of Proposals, and to include such modifications in any contract negotiated with the successful Proposer.

4. BACKGROUND INFORMATION: The Poway Unified School District

The Poway Unified School District is a TK through 12th grade district serving the Poway and San Diego communities since the 1960's. The Poway Unified School District is located in northern San Diego County, California. PUSD operates 25 elementary schools (K-5), one elementary & middle school combination (TK-8th), six middle schools (6-8), one continuation high school, five comprehensive high schools (9-12), and one adult school. Twenty-six schools are located in the city of San Diego; twelve schools in the city of Poway. The District serves over 36,000 students and is the third largest school district in the county.

5. DOCUMENTS TO BE INCLUDED IN THE PROPOSAL SUBMITTAL PACKAGE: Three (3) hard copies and one (1) electronic copy via a USB drive of the proposals must be submitted. Proposal submittals must include the following items, completely filled out and signed by authorized signatory personnel of the Proposer's company, in order to be considered a responsive proposal:

- A. RFP Form
- B. Proposal Requirements (Information required as indicated in Tab A- G)
- C. Designation of Subcontractors
- D. Non-Collusion Declaration
- E. Workers' Compensation Certification
- F. Non-Discrimination Statement

6. INFORMATION AND GUIDELINES:

- A. DISTRICT CONTACT PERSON
Brenda Gachuz, Purchasing Director
Poway Unified School District
13626 Twin Peak Road
Poway, CA 92064
Email: bgachuz@powayusd.com

- B. ACCESS TO RFP ADDENDA
Addendum duly issued by the Purchasing Department of the District will be published at the District's website at <https://www.powayusd.com/en-US/Departments/Business-Support/Purchasing/Purchasing-Bids>. The Poway Unified School District will not be responsible for any other explanation or interpretation of the proposed documents. Proposers are responsible for checking with the District for clarifications and/or addenda.

Failure to obtain addenda shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal.

Note: There may be multiple addenda. Any harm to the Respondent resulting from failure to obtain all addenda shall not be valid grounds for a protest against award(s) made under this solicitation.

All Respondents are responsible for obtaining all RFP materials.

- C. INTERESTED PARTIES

Firms who are advisors to the District in respect to the RFP process are not allowed to submit, or participate in submission of, Proposals. A Proposer shall not participate in, or be "interested in," more

than one Proposal. For purposes of this paragraph, "interested in" means having a managerial or financial interest in another Proposer or a Subcontractor to another Proposer. Notwithstanding the foregoing, a Subcontractor may be proposed as a subcontractor to more than one Proposer.

D. PROPOSER CLARIFICATIONS

Without limitation to the District's rights relating to the conduct and content of Negotiations, the District reserves the right but assumes no obligation, at any point in the RFP process, to contact a Proposer directly, without notice to other Proposers, for purpose of obtaining clarifications of, or to address minor irregularities, informalities, or apparent clerical mistakes in, a Proposal ("Proposer Clarifications"). Where the District determines that there is a need and justification for seeking Proposer Clarifications, the District may request Proposer Clarifications from some Proposers and not other Proposers. If Proposer Clarifications are sought from all Proposers, the questions asked may be different for each Proposer.

E. FALSE INFORMATION

In addition to and without limitation upon any other requirements of the RFP Documents, the District reserves the right, but assumes no obligation, to disqualify any Proposer and reject any Proposal should District determine that any information submitted by the Proposer is false, incorrect, or materially incomplete.

F. DISTRICT CONFIRMATION

The District reserves the right, but assumes no obligation, to confirm through any means available to the District the truth, accuracy, or completeness of any information contained within the resumes or other information submitted by a Proposer or communicated by a Proposer during face-to-face communications with the District or its representatives or consultants administering the RFP process.

G. NO JOINT OFFERS ACCEPTED

Where two or more Proposers desire to submit a single Proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture or informal team. For this engagement, District intends to contract with an individual firm and not with multiple firms doing business as a joint venture. Accordingly, where two or more firms desire to join in preparing and submitting Proposals, they should do so on a prime-subcontractor basis, rather than as a joint venture or informal team. The firm acting as the "prime", if it receives the Award, will enter into the Services Agreement with the District.

H. DISTRICT DETERMINATIONS

The District shall have the right to make all determinations and interpretations relating to the RFP Documents or the RFP process, including, without limitation, any Proposer's compliance with the RFP Documents or its qualifications to participate in the RFP process, and all such determinations shall be final and binding.

- 7. REFERENCES:** Proposers are required to complete the "References" sheet as part of their Proposal submittal. Proposer must be able to present evidence of satisfactory experience providing similar goods and/or services as those specified in this RFP.
- 8. DESIGNATION OF SUBCONTRACTORS:** Proposers are required to complete the "Designation of Subcontractors" Form as part of their Proposal submittal.
- 9. CALIFORNIA STUDENT PRIVACY AGREEMENT OR CSDPA:** PUSD is a part of the CA Student Privacy Alliance; all our providers are to sign the CA Student Data Privacy Agreement or CSDPA. A link to this document is listed here: https://sdpc.a4l.org/agreements/CSDPA_2_0.pdf For further information, the Web page is located at https://sdpc.a4l.org/view_alliance.php?state=CA
- 10. PROPOSER'S CERTIFICATION REGARDING WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of California Labor Code, the awarded Proposer shall secure the payment on compensation to his/her employees. The awarded Proposer shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the California Labor Code 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 provisions before commencing the performance of the work of this contract.” The form of such certificate is included as a part of the Proposal documents. Each Proposer shall sign the certificate and submit it with his/her sealed proposal.

11. **NON-DISCRIMINATION STATEMENT:** Proposers are required to complete the “Non-Discrimination Statement” Form as part of their Proposal submittal.
12. **PROPOSAL SUBMISSION:** The proposer shall submit to the District **Three (3) hard copies and One (1) digital copy on a USB drive, addressing each of the items in this RFP and must be received by the District no later than 2:00 p.m. PST, on February 14, 2022.** Proposals must be signed and shall become property of the District. Proposals shall be submitted in a sealed package displaying the proposer’s name and the words: **"Proposal Responding to: RFP 2022-07: POINT OF SALE (POS) SYSTEM"**

Mail or deliver proposals to: Poway Unified School District
Purchasing Department
13626 Twin Peak Road
Poway, CA 92064

Proposals received after the time and date above may, at the sole discretion of the District, be returned unopened or set aside without consideration.

Delivery of the proposal by the specified deadline is the sole responsibility of the Proposer to ensure that its proposal is delivered on time. If hand delivered, ample time should be scheduled for delays caused by traffic and parking. District does not guarantee parking accommodations to proposers submitting proposals. The District shall not be responsible for, nor accept as a valid excuse for late proposal receipt, any delay in mail service or other method of delivery used by the Proposer except where it can be established that the District was the sole cause of the late receipt.

Proposals submitted via fax, telephone or email will not be accepted.

All proposals must be firm offers subject to acceptance by District and may not be withdrawn for a period of sixty (60) calendar days following the Proposal Submission Deadline. Proposals may not be amended once submitted to District, except as permitted by District.

13. **METHOD OF PROPOSAL EVALUATION AND CONTRACT AWARD:** The District may award a contract according to California Public Contract Code Section 20118.2, pursuant to which the governing board of any school district may authorize the procurement of computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus through competitive negotiations.
14. **RFP PROPOSALS:** Proposals to receive consideration shall be in accordance with the following instructions:
- (a) Proposals must be submitted using the document(s) and files provided by the District except for requested attachments as instructed in Section 3 and Section 7 of the RFP. The signature of all persons signing shall be in longhand. Alternative Proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - (b) Before submitting a proposal, Proposers shall carefully examine the specifications and the forms of the other documents. They shall fully inform themselves as to all existing conditions and limitations and shall ensure that unit cost and total cost is reflected in the proposal. All equipment on which Proposals are submitted shall be new and currently in production.
 - (c) The make and brand of the equipment on which Proposal is submitted shall be stated on the RFP Price Schedule Sheet.
 - (d) No Proposal shall include California sales or use tax, or Federal excise tax.
 - (e) All Proposals on items shall be F.O.B. District locations as specified.
 - (f) No charge for packing, draying, postage, express, or for any other purposes will be allowed over and above the Proposal prices.
 - (g) All items on which Proposals are submitted shall be available for testing, inspection or trial at no expense to the District within seven (7) working days upon request. The District shall conduct necessary testing within five (5) working days. In addition, the District shall bear no liability for said

items.

- (h) When requested, Proposer shall submit properly marked print samples for each device on which Proposal is made to Purchasing Department, Poway Unified School District, 13626 Twin Peaks Road, Poway, CA 92064.
- (i) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request, be returned at the Proposers' expense.

15. PRICES: All Proposal prices shall include separate quotations for each item or unit specified. In any case in which the total Proposal price does not equal the unit prices times the quantities indicated, unit prices shall govern.

16. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a Proposal for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other RFP Documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the Purchasing Department of the Poway Unified School District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Proposer to submit such request according to the RFP Schedule. Any request of any Proposer, pursuant to the foregoing sentence that is made after the deadline date and time specified in the RFP Schedule (Item # 1 in the Information for Proposers Specific) shall be deemed untimely. Please email requests to Brenda Gachuz at bgachuz@powayusd.com. Interpretation or correction of the proposed documents will be made only by Addendum duly issued by the Purchasing Department of the District, and will be published at the District's website at <https://www.powayusd.com/en-US/Departments/Business-Support/Purchasing/Purchasing-Bids>. The Poway Unified School District will not be responsible for any other explanation or interpretation of the proposed documents.

Proposers should not contact District personnel in any other manner related to the RFP. Unauthorized contact with any District personnel may, at District's sole discretion, be cause for rejection of a Proposal.

17. ADDENDA OR BULLETINS: Any addenda or bulletin issued by the Poway Unified School District during the time line for responding or forming a part of the documents issued to the Proposer for the preparation of the Proposal shall be covered in the Proposal and shall be made a part of the contract. The Proposer shall notate in the applicable spaces provided on the RFP Form any and all addenda numbers issued by the District for this RFP.

It shall be the responsibility of the Proposer to appropriately inquire with District, bgachuz@powayusd.com for any addenda issued. All addenda issued by District shall become part of the RFP and the Proposer shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in its response. Specifically, Proposer's acknowledgement of the addenda must be declared in the Proposals in Exhibit E. The Proposer's failure to identify and list in its Proposal all addenda received and included in its Proposal may be asserted by the District as a basis for determining a Proposal as non-responsive.

18. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make or file or be interested in more than one Proposal for the same work, unless alternate Proposals are called for. A person, firm or corporation submitting a sub-proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Proposers.

19. TERMINATION OF CONTRACTS AND PURCHASE ORDERS: The District reserves the right to terminate all purchase orders or contracts with due cause by giving a ten (10) calendar day written notice or may terminate without cause by giving a thirty (30) calendar day written notice. Due cause for termination of contract shall include, but not be limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. Purchase orders or contracts which extend in fiscal years beyond the terms of agreement will automatically terminate if the District does not appropriate funds for the goods and/or services under the purchase order or contract.

20. HOLD HARMLESS: The successful vendor agrees to defend and hold harmless the District, its Governing Board, officers, directors, agents, employees, and independent Vendors, individually and collectively, from and against all costs, expenses, losses, claims, demands, suits actions, payments, judgments (including

legal and attorney fees), or other liabilities of any nature, arising from death, personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above-named persons that (a) occur in connection with the performance of the professional services set forth herein by the successful vendor or any of its officers, employees, agents; or (b) arise from any act, omission, or breach by the successful vendor or any of its officers, employees, agents, in connection with the professional services set forth herein. The successful vendor further agrees to provide a Certificate of Insurance for liability coverage and limits acceptable to the District.

- 21. INSURANCE:** The successful vendor shall maintain adequate insurance to protect itself and the District from claims for damages or personal injury, including but not limited to, death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District. The successful vendor shall be required to file the following proof of such insurance with the District prior to receiving authorization to proceed on a contract:

For Contracts up to \$500,000 the following limits apply:	Vendor
Comprehensive General Liability Insurance with a combined single limit occurrence of not less than:	\$1,000,000
Project Specific Aggregate (for this project only)	\$2,000,000
OR	
Commercial General Liability and Property Damage Insurance (including automobile insurance) which provides limits of not less than:	
a) Per occurrence (combined single limit)	\$1,000,000
b) Project Specific Aggregate (for this project only)	\$2,000,000
c) Products/Completed Operations	\$1,000,000
d) Personal & Advertising Injury limit	\$1,000,000
Cyber Liability Insurance	\$1,000,000

Additional Certificate Holder: Any general liability policy provided by the Proposer hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of Poway Unified School District if applicable the architect and the architect's consultants, individually and collectively, as additional insured.

Workers Compensation Insurance: Statutory Coverage according to Labor Code Section 3700.

- 22. PUBLIC RECORDS:** All Proposals submitted will become the property of the District. The Proposer may identify and designate, in writing, any document or material contained in the Proposal that Proposer believes constitutes trade secrets under California Government Code Section 6254.7(d). A blanket statement that all contents of the Proposal are confidential or proprietary will not be honored by the District. The Proposer's identification of a document as "proprietary" or "confidential" does not automatically confer exclusion from disclosure under the California Public Records Act.
- 23. PRE-CONTRACTUAL EXPENSES:** Pre-contractual expenses are defined as any expenses incurred by the Proposer to:
 (1) prepare its Proposal in response to this RFP; (2) submit that Proposal to District; (3) negotiate with District on any matters related to this RFP, including a possible contract; and (4) engage in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by Proposers. All expenses including, but not limited to, pre-contractual expenses incurred by the Proposer in preparing the Proposal shall be borne and paid for solely by the Proposer and shall not be included in their offers.
- 24. ORAL COMMUNICATIONS:** Any oral communication by the District Contact Person or his/her designee regarding this RFP is not binding and shall in no way modify the RFP or obligations of the District, Proposer, and/or Contractor.
- 25. TRIAL INSTALLATIONS:** If the District considers it necessary, Proposers shall be required to arrange trial installations of items or services proposed. Failure to be able to provide such working trial installations

may disqualify the Proposers submittal. Unless otherwise requested by the District, Proposers shall be required to provide the requested trial installations at the District's facility. ALL TRIAL INSTALLATIONS OR DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT. Proposers may be required to reimburse the District for travel to demonstrations not held at the District's facility.

- 26. AGREEMENT:** An Agreement containing all the provisions specified in Part C will be negotiated and executed by the District and the successful proposer. Proposers shall submit a sample of the contract intended for use with the District for the implementation of this RFP. District, in its sole discretion, may elect to use the Proposer's sample contract, subject to negotiation of the terms thereof, or provide its own contract. The District reserves the right to modify its needs or the scope of any proposed contract subsequent to the review of Proposals, and to include such modifications in any contract negotiated with the successful Proposer. The complete contract will consist of the following documents: The Notice to Proposers, the Information for Proposers, RFP Sheets, RFP Price Schedule Sheets, the Accepted Proposal, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instruction or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the contract.
- 27. CONDITIONAL RFP:** The District reserves the right to reject any Proposal which imposes on purchases any conditions or terms which were not specified in the original Proposal document.
- 28. RFP PROTESTS:** Proposers may file a "RFP protest" within three (3) business days after issuance of a Notice of Intent to Award. By submitting a proposal, each Proposer agrees this is an available administrative remedy that must be exhausted as a prerequisite to bringing any action against the District and agrees that failing to do so shall constitute a waiver of any and all claims against the District which relate to this Proposal in any way.

In order for a Proposer's protest to be considered valid, the protest must:

- A. Be filed in writing within three (3) business days after issuance of a Notice of Intent to Award;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the facts and law supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

By submitting a proposal, Proposer agrees that no fact, law, or legal theory that is not identified in the protest will be used in any subsequent arbitration, court action, or other form of binding dispute resolution. If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the District designee shall review the basis of the protest and all relevant information and provide a written decision to the protestor.

- 29. NO AGREEMENT UNTIL SIGNED:** No Services Agreement with the District is effective until both parties have signed a contract and the District's Board of Education has authorized the contract.
- 30. NEWS RELEASES:** News releases pertaining to any award resulting from this RFP may not be made without the prior written approval of the District.
- 31. USE OF DISTRICT EMPLOYEES' NAMES:** The successful Proposer must agree to not use the names, office phone numbers, email addresses, and/or addresses of District employees for any purpose not directly related to this RFP.
- 32. OTHER DISTRICT RIGHTS:** The rights, powers, and discretion expressly conferred upon the District under the RFP Documents are not intended to be exclusive but are cumulative and in addition to, and not a substitute for, every other right, power, or discretion existing or available to the District under the RFP Documents or applicable laws.

E. PROPOSAL CONTENTS

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

TAB A: Cover Letter

The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization, include Proposer's name, principal address, federal ID number, telephone, and e-mail address.

If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not a California corporation, please state whether or not the Proposer is qualified to do business in the State of California as a foreign corporation.

If the Proposer is a sole proprietorship, state the name of the proprietor doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner. If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

TAB B: Executive Summary

The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.

TAB C: Exceptions

Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, Proposer understands that if PUSD accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.

TAB D: Qualifications

In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers.

At a minimum, please include the following:

1. How Proposer meets or exceeds the qualifications;
2. A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
3. The total number of such engagements and the clients comparable to PUSD for which the firm has provided like or similar services within the last five (5) years;

TAB E: Proposed Services

1. Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:
 - a. An organizational chart specific for the proposed engagement or project;
 - b. Resumes of key management personnel;
 - c. An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or project;
 - d. If applicable, a detailed description of the professional services/training to be provided;

- e. Project management tools to be used in implementation;

TAB F: Fee Proposal

Proposer should submit its fee proposal for all its services all costs shall be itemized by project phase or other divisible unit completed, in dollars and percentage, or by deliverable. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services. The fees should include (itemized) equipment (if any), program management, system design and configuration, testing, training, installation, software license, disaster recovery system, integration cost.

Proposers shall include warranty/guarantee terms for all their products.

TAB G: Additional Required Documents

Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:

- RFP FORM
- REFERENCES
- DESIGNATION OF SUBCONTRACTORS
- NON-COLLUSION DECLARATION
- PROPOSER'S CERTIFICATION REGARDING WORKERS' COMPENSATION
- NONDISCRIMINATION STATEMENT
- AGREEMENT
- ATTACHMENT A- HARDWARE AND SOFTWARE REQUIREMENT

EVALUATION & SELECTION PROCESS

District's Discretion: The purpose of this RFP is to assist the District in selecting an experienced and qualified vendor, based on price and overall evaluation, as determined by the District in its sole discretion. Therefore, the District has and shall retain the sole discretion to implement any methods or procedures for selection of a vendor as the District deems appropriate in order to secure the most cost-effective solution for the District. Without limiting the foregoing, such procedures may include review of proposals and interviews of one or more prospective vendors by a review and selection committee composed of any of the Districts employees, officials of other public agencies, consultants, community members and/or others. The District reserves the right to request additional information and/or clarifications from any or all vendors that respond to this RFP.

Evaluation Criteria: The criteria set forth in the included criteria matrix, will be the basis for which the District makes its award, with price being most heavily weighted factor in the decision. Not all of the criteria set forth in the evaluation to determine the best fit for the District can be completely objective. The District will make its determination based on the best interests of its students, faculty, staff and business operations of the District. The District's decision will be final. Each proposal will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of the District's needs.

Screening and Evaluation of Proposals: Each vendor's proposal will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory modules/functions to be considered.

Proposals not meeting mandatory requirements, or found to be incomplete, will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any vendor for any reason without explanation. The District may choose to ask clarification questions in writing, and include the additional information gathered in the process.

The District has the option to conduct interviews and request a software demonstration to make a final decision.

Evaluation and rating of the responses will be based on:

- Information provided by the vendor in their response.
- Information provided by the vendor in the response to the District clarification questions.
- Information from reference checks.

Proposals will be evaluated on the following:

Requirements	Maximum Points
Cost/Pricing - Costs of services provided on Tab G.	35%
Methodology - Implementation plan for software installation, training plan, and the transition process.	10%
Evidence of Responsibility - Financial soundness, stability, qualifications, and depth of knowledge of the vendor's staff, acceptability of the references presented by the vendor and whether the vendor is local or in-state.	10%
Experience and Knowledge - Experience in providing similar services for K-12 organizations of similar size and scope. Experience in dealing with public school districts located within San Diego County.	20%
Service Level - The District will consider and rate the quality of the vendor's billing capabilities, account support team, response time to restoration of service, handling customer issues, and resolution of billing issues/problems.	15%
References – Including K-12 and other public organizations	10%

In its discretion, the Governing Board may award a contract for the project to a responsive vendor, or may reject all proposals and may but is not required to, re-post the project. If the Governing Board awards a contract for this proposal, it will be to the vendor who secured the highest evaluation based on the factors identified in the information provided by the proposers.

F. RFP FORM

TO: POWAY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the District.

Pursuant to and in compliance with the Notice to Proposers and the other documents relating thereto, the undersigned Proposer, having familiarized themselves with requirements to include a Services Agreement, the Scope of Work/Services, other project requirements and proposal documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the all Proposal documents, including Addenda Nos. _____ on file at the Purchasing Services office of said District for the prices set in the submitted proposal.

It is understood that the District reserves the right to reject this RFP in whole or in part; to waive informalities in the Proposal or in the RFP process, and that this Proposal shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this RFP.

It is understood that the successful Proposer will be required to deliver: ALL ITEMS OR SERVICE OF THE STATED RFP LISTED HEREIN, AS STIPULATED IN THE SPECIFICATIONS, PLANS, IF ANY, AND OTHER RFP DOCUMENTS FOR THE FOLLOWING:

RFP – POINT OF SALE SYSTEM

RFP SUBMITTAL CONTENT: A complete Proposal Submittal must be submitted on a USD drive in addition to three (3) sets of all documents in printed format. Submittals shall include all of the following documents:

- RFP FORM,
- INFORMATION REQUIRED AS OUTLINED PROPOSAL CONTENT TAB A-E
- REFERENCES.
- DESIGNATION OF SUBCONTRACTOR'S form.
- NON-COLLUSION DECLARATION form.
- PROPOSER'S CERTIFICATION REGARDING WORKERS' COMPENSATION.
- NONDISCRIMINATION STATEMENT.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, e-mailed or delivered to the undersigned within sixty days (60) days after the opening of the RFP, or at any time thereafter before this RFP is withdrawn, the undersigned agrees that he/she will execute and deliver to the District a Services Agreement in accordance with the Proposal as accepted, all within five (5) days after receipt of notification of award, and that performance of the Services Agreement shall be commenced immediately by the undersigned Proposer, upon due execution and delivery to the District of the Services Agreement, and shall be completed by the Proposer in the time specified in said RFP Documents.

Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

Proper Name of Proposer

Address

By: _____
Signature of Authorized Agent/Officer

City, State & Zip Code

Print Name Telephone Number

Title

E-Mail address

G. REFERENCES

Proposer must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Proposal. List as references the three (3) nearest companies or governmental agencies for the proposed goods or services which can be contacted or inspected for an assessment of past client satisfaction.

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		E-Mail:	
Applicable Purchase Dates / Service Periods			
Comments:			

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		E-Mail:	
Applicable Purchase Dates / Service Periods			
Comments:			

Name of Company/Entity:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		E-Mail:	
Applicable Purchase Dates / Service Periods			
Comments:			

H. DESIGNATION OF SUBCONTRACTORS

The Proposer shall disclose to the Poway Unified School District the name and address of all subcontractors to be used in the execution of the subject contract for this RFP.

The undersigned Proposer plans to utilize subcontractors for this subject RFP as follows: NO subcontractors shall be used.

The Subcontractor(s) listed below shall be used:

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		E-Mail:	

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		E-Mail:	

Portion of Work Performed:			
Company Name:			
Address:			
City / State / Zip Code:			
Contact Person:		Title:	
Phone Number / Ext:		E-Mail:	

I. NONCOLLUSION DECLARATION

The undersigned declares:

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

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

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

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

_____ Day of _____

City of _____ State of _____

Signed: _____

Title: _____

J. WORKERS' COMPENSATION CERTIFICATION

California Labor Code section 3700 in relevant part provides:

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

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his/her employees.

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

Proper Name of Proposer

Signature of Authorized Agent/Officer

Date

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

K. NON-DISCRIMINATION

Every person, firm, company or corporation, with whom the Poway Unified School District does business with, regardless of the dollar amount, will be required to sign the following statement:

Proposer will not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, age, sex, national origin or physical handicap; and shall act to ensure that applicants are employed, and employees are treated, without regard to their race, sex, religion, color, age, national origin or physical handicap.

Name of Individual, Company or Corporation

By

Title

L. VACCINATION STATUS CERTIFICATION

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are on public or private school property serving students from transitional kindergarten through grade 12 are required to be fully vaccinated and provide proof of vaccination.

People are considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson).

Unvaccinated or incompletely vaccinated workers must be tested at least once weekly either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

By signing below, I certify all employees/staff who interact with Poway Unified School District (PUSD) students and staff are fully vaccinated and I, as the employer, have received proof of vaccination as outlined by the Public Health Order

By signing below, I certify that all unvaccinated employees/staff who interact with PUSD students and staff have provided proof of negative Covid-19 test within three days of commencement of work and will comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, while working in PUSD schools.

Executed this _____ day of _____, 202__ at _____,
California.

By: _____ Signature: _____

Title: _____

M. AGREEMENT

THIS CONTRACT is made this XX day of XX, 2022 in the County of San Diego, State of California, by and between the Poway Unified School District, hereinafter referred to as "District", and _____, hereinafter referred to as "Vendor". The District and the Vendor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Vendor shall perform all Work within the time stipulated in the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

RFP 2022-07 POINT OF SALE SYSTEM

The Vendor and its surety shall be liable to the District for any damages arising as a result of the Vendor's failure to comply with this obligation.

ARTICLE 2. The term of this contract shall be for approximately one year, from XX, 2022, through June 30, 2023. By mutual agreement between the District and the Awardee, this contract may be renewed for four (4) additional one-year periods (not to exceed a total of three years). Contract renewals shall be approved in one-year increments under the same terms and conditions as the original agreement.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Vendor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____). Payment shall be made as set forth in the General Conditions.

The pricing submitted for the initial term of the contract will remain fixed through June 30, 2023. Pricing agreed to for the second and third years will remain fixed throughout each contract period ending June 30, 2024, and June 30, 2025, respectively. **The Awardee may only petition for an increase in pricing annually 120 calendar days before the end date of each contract period**, as long as price increases do not exceed the rate of inflation determined by the Consumer Price Index (CPI) San Diego-Carlsbad Index, published by the U.S. Bureau of Labor Statistics. If the Awardee requests price increases that exceed the rate of inflation determined by the CPI, the contract may not be renewed. The District reserves the right to accept or reject the price increase and may choose to re-RFP the contract if it is deemed to be in the best interest of the District.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Vendor will pay the District the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Vendor agrees the District may deduct that amount from any money due or that may become due the Vendor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

- Notice to Proposers
- Introduction
- Scope of Services
- Information, Terms and Conditions
- Proposal Contents
- Evaluation & Selection Process
- Addenda
- Approved and fully executed change orders
- Proposal Packet
- Agreement
- Fingerprinting Requirements
- Certificate Regarding Workers' Compensation
- Drug-Free Workplace Certifications
- Non-Collusion Affidavit form
- Any other Documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Vendor shall comply with all requirements of the California Labor Code applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Vendor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, consultants and Vendors arising out of or in connection with the performance of the Work or this Contract, including claims made by sub-vendors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, agents, employees and representatives. To the extent of its liability, Vendor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Vendor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 8. AUTHORITY TO EXECUTE. The individual(s) executing this Agreement on behalf of the Vendor is/are duly and fully authorized to execute this Agreement on behalf of Vendor and to bind the Vendor to each and every term, condition and covenant of the Contract.

ARTICLE 9. EXECUTION BY FACSIMILE OR IN COUNTERPARTS. This Agreement may be signed in counterparts and the signatures may appear on separate signature pages. A copy or an original, with all signatures attached, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

ARTICLE 10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

VENDOR: _____

POWAY UNIFIED SCHOOL DISTRICT

Signature: _____

Signature: _____

Name: _____

Name: Ron Little

Title: _____

Title: Associate Superintendent, Business Services

License No: _____