

**CLOVIS UNIFIED
SCHOOL DISTRICT**

**PACKAGE FOR RFP 2339
FINANCIAL SOFTWARE SYSTEM**



RESPONSE DEADLINE

NOVEMBER 16, 2009

David E. Cash, Ed.D.
District Superintendent

Clovis Unified School District
1450 Herndon Avenue
Clovis, CA 93611-0599

CLOVIS UNIFIED SCHOOL DISTRICT

RFP 2339 – Financial Software System

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NOTICE TO BIDDERS

Pursuant to Public Contract Code section 20118.2(c), the Board of Trustees of the Clovis Unified School District has found that the software and any related equipment that is the subject of this Request for Proposals is not construction or procurement of a product that is available in substantial quantities to the general public. As such, pursuant to Public Contract Code section 20118.2(d), the Board of Trustees of the Clovis Unified School District of Fresno County, California invites and will receive sealed proposals for **RFP 2339** for the award of **Financial Software System** on or before **3:00 p.m.** on **NOVEMBER 16, 2009** in the Purchasing Department of Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599 after which time and place the proposals will be opened and read in public.

Bidders may not withdraw proposals for a period of one hundred fifty (150) days after the date set for opening of proposals.

The successful proponent shall also be required to furnish a faithful performance bond made payable to Visalia Unified School District in the amount of one hundred percent (100%) of the contract price for the project to insure proponent's faithful performance of the contract. The faithful performance bond must be received by the District prior to the proponent commencing work on the project.

Proposals shall be made on forms prepared by the Clovis Unified School District and shall be consistent with the requirements of this Request for Proposals. Bid forms, specifications and further information may be obtained from Leeann Errotabere, Director of Purchasing, in the Purchasing Department, phone (559) 327-9479.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals and to waive any irregularities or informalities which may be legally waived.

Published: Dates: (1) October 15, 2009 (2) October 22, 2009

CLOVIS UNIFIED SCHOOL DISTRICT

Steve Ward

Associate Superintendent of Administrative Services

GENERAL INFORMATION & INSTRUCTIONS TO BIDDERS

Specifications are available at:

Online at www.cusd.com – link to Purchasing Department OR

CUSD - Purchasing Department

1450 E. Herndon Avenue

Clovis, California 93611

Proposal:

No proposals shall receive consideration by the Clovis Unified School District for Request for Proposal No. 2339 (“RFP”) unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Proposals must be sealed and filed with the Purchasing Department located at 1450 Herndon Avenue, Clovis, California 93611, on or before 3:00 p.m.. on NOVEMBER 16, 2009. All proposals must be received on or prior to that date and time, after which proposals will be opened and read in public. The District suggests that proposals be hand delivered in order to insure their timely receipt.

The District will not accept any proposals received after 3:00 p.m. on NOVEMBER 16, 2009 and will return any late proposals unopened to the Proposer.

At time of bid, Proposers must submit one (1) original proposal, ten (10) proposal copies, and one (1) electronic copy (CD) of the proposal, and exhibits if feasible, in MS Word, Excel or PDF format. If selected for an interview, proposer must provide thirty five (35) copies of proposal for review by district committee.

Proposals must be submitted in a sealed envelope clearly noted on the outside “RFP 2339 Financial Software System, Due: NOVEMBER 16, 2009 3:00 p.m.

No fax or solely electronic transmitted proposals will be accepted.

2. Requests for Information. Any questions relative to the proposal should be directed to the District Superintendent or designee at the address specified for receipt of the proposals.

3. Proposal Forms. Proposal must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures.

4. Noncollusion Declaration. Each Proposer must return a fully executed Noncollusion Declaration, as required by Public Contract Code section 7106, with the completed proposal. The Noncollusion Declaration is included in this package.

5. Clarification's. Questions regarding documents, discrepancies, omissions or doubt as to meanings will be clarified by the District Superintendent or designee.

6. Execution of Forms. Each proposal must give the full business address of the Proposer and must be signed by the Proposer with his or her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Proposer's failure to properly sign required forms may result in rejection of the proposal.

7. Withdrawal of Proposals. Proposals may be withdrawn by the Proposer prior to the time fixed for the opening of proposals, but may not be withdrawn for a period of One Hundred Fifty (150) days after the opening of proposals. A successful Proposer shall not be relieved of the proposal submitted without the District's consent or Proposer's recourse to Public Contract Code Section 5100 et. Seq. One Hundred Fifty (150) days has been established as the minimal evaluation time needed to review all proposals received.

8. Addenda or Bulletins. Any addenda or bulletins issued prior to the RFP due date shall form a part of the drawings and specifications issued to Proposers for the preparation of their proposals and shall constitute a part of the contract documents.

9. Award of Contract. The District reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity in the best interest of the District.

Contract Period: The contract will begin on the date of award. It shall be subject to renewal for four (4) additional years, one (1) year at a time. After the completion of the fifth term, ongoing maintenance costs will be negotiated for a five (5) year term, to be billed in annual, fiscal year, increments.

10. Rejection of Proposals. The District reserves the right to accept or reject any and all proposals, or any portion or combination thereof, or award on the basis of the total proposal.

11. Execution of Contract. The successful Proposer shall, within fourteen (14) calendar days of notice of award of the contract, sign and deliver to the District an executed contract. If the Proposer to whom an award is made fails or refuses to execute the contract within fourteen (14) calendar days from the date of receiving notification that the contract has been awarded to the Proposer, then the District may award the work to the next lowest responsible Proposer, or may reject all proposals and call for new proposals

12. Evidence of Responsibility. Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organization available for the performance of the contract and any other required evidence of the Proposer's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed contract may result in rejection of the proposal.

13. Proposal Exception. All exceptions which are taken to the requirements of this request for proposals must be stated clearly. The taking of exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the Board of Trustees, whose decisions shall be final. Any proposal exceptions or additional conditions requested after proposal closure, which are not detailed within the proposal response, may result in disqualification of the proposal. No oral or telephonic modification of any proposal submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Proposer was placed in the mail prior to the opening of the proposals.

14. Proposal Negotiations. A proposal response to any specific item of this RFP with terms such as "negotiable" "will negotiate" or similar, will be considered as non-compliance with that specific term.

15. Discounts. Any discount which the Proposer desires to provide the District must be stated clearly on the proposal form itself so that the District can calculate properly the net cost of the proposal. Offers of discounts or additional services not delineated on the proposal form will not be considered by the District in the determination of the lowest responsible Proposer.

16. Indemnity. The Proposer must hold harmless and fully indemnify the District, its Board of Trustees, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the Proposer's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this proposal.

17. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

18. Rights and Remedies in the Event of Default. If the Proposer defaults, the District may procure services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Proposer or by suit against the Proposer. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

19. Governing Law and Venue. In the event of litigation, the proposal documents, specifications and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Fresno County.

20. Delivery Deadline. The service/product sought by this proposal must be completed in accordance with the Specifications. This time limit is of the essence of the contract. A Proposer's failure to provide the Service to the District by the contract date shall subject the Proposer to liquidated damages in the amount of \$1,000.00 for each and every calendar day by which completion is delayed beyond the contract date.

Submission of a proposal constitutes the Proposer's promise to pay liquidated damages as set forth above and the Proposer's agreement that the actual occurrence of damages and the actual amount of damages which the District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, Proposer agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damage actually sustained by the District due to the Proposer's failure to complete the project by the contract date.

System installation shall be considered complete only when, with the system in place, a full set of acceptance tests have been conducted jointly by the vendor and District staff which demonstrates that all software components are functioning, individually and collectively, in accordance with the specification and vendor's proposal.

If the Proposer becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the Proposer from moneys previously retained from the Proposer. If the sum deducted by the District is insufficient to discharge the Proposer's liability for liquidated damages, the Proposer and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

21. Insurance Requirements: All insurance must be issued by an Admitted Surety in the State of California. Liability Insurance. Proposer shall purchase and maintain such insurance as will protect Proposer and District from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Proposer's operations under this Contract, whether such operations be by Proposer or anyone directly or indirectly employed by the Proposer. This insurance shall name District as an additional insured and shall be written for not less than Five Hundred Thousand Dollars (\$500,000.00) per person, One Million Dollars (\$1,000,000.00) per occurrence and One Hundred Thousand Dollars (\$100,000.00) for property damage. Certificates of such insurance shall be filed with the District. The Certificates of Insurance will state that the contractual liability assumed is covered and shall provide that ten (10) days notice of cancellation or reduction in coverage shall be given District.

Workers Compensation Insurance. Proposer represents that Proposer has secured the payment of Worker's Compensation Insurance in compliance with the provisions of the Labor Code of the State of California and during the performance of this work will continue to provide worker's' compensation insurance. Proposer shall supply the District with certificates of insurance evidencing that Worker's' Compensation Insurance is in effect and providing that the District will receive ten (10) days notice of cancellation. If Proposer self-insures Worker's' Compensation, a Certificate of Consent to Self-insure must be provided to District.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

22. Performance Guarantee. The successful bidder will be required to provide a performance guarantee. A continuous performance bond in the amount of 100% of the total amount of contract award to be executed by a surety admitted in the State of California. Performance bond will be required at the time of contract.

23. Cost of Proposal preparation. All costs for preparation of proposals shall be borne by the Proposer.

24. Retention of Proposals. The District reserves the right to retain all proposals, whether selected or rejected.

25. Press Release. No respondent to this Request For Proposal shall issue any press release or make any statements to media, reporting agencies, etc. without the prior express written consent of Clovis Unified School District.

End.

EVALUATION CRITERIA

District committee will review submitted proposals. Review will determine ranking of proposals.

Ranking Categories will consist of:

Cost - cost will be determined by the total five year projected cost

Company Experience - experience of organization supporting School District
financial systems as well as references

Proposed System Capability - Does the proposed software meet the system criteria
Items 1-385 as described?

System Implementation Schedule - Does proposed implementation schedule seem
reasonable and does it meet the needs of the District?

REQUEST FOR PROPOSAL FORM

Board of Trustees

CLOVIS UNIFIED SCHOOL DISTRICT

1450 Herndon Avenue

Clovis, California 93612

RE: Request for Proposal #2339

Dear Members of The Board of Trustees:

The undersigned, doing business under the firm name of _____, having carefully examined the Notice to Bidders, the Instructions, the Contract, the Specifications and all of the contract documents for the proposed Financial Software System proposes to perform the contract, including all of its component parts, and to furnish all labor, material, equipment, supplies, and taxes called for by them for the entire order, as follows:

Pricing as proposed on Cost Analysis Form

SUBMITTED BY:

COMPANY

ADDRESS

CITY/STATE/ZIP

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

PHONE

Cost Analysis Form

RFP 2339 – Financial Software System

Description	Non-Recurring Start Up Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Total five year cost
Proposed Software System							
Proposed Software Installation							
Software Support and Maintenance							
Data Conversion / Migration Services							
Staff Training Costs – minimum of 120 hours *							
Software Documentation							
Other:							
Other:							
Bid Totals							

*If additional training hours are required, rate per hour will be billed at \$ _____ per hour.

System Implementation Timeline Analysis Form

RFP 2339 – Financial Software System

Proposal to include a detailed schedule of event dates to fully implement proposed system. Schedule to include, at a minimum, the following components:

Hardware/Software Installation, Existing Data Retrieval, Data Migration, Initial Configuration, Conversion, Master File Setup, System Setup, Parallel Testing, Interface Testing, Implementation, Training, Live date (full production use of system).

Detail schedule below or attach a proposed schedule:

NONCOLLUSION DECLARATION

State of California)

) ss.

County Of Fresno)

I, _____, being duly sworn, declare that I am _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that 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, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this _____ day of _____. 2009 at _____ City _____ State

Signature

ADDENDA

The undersigned acknowledges receipt of the following Addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of your proposal.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Name of Bidder _____

CLOVIS UNIFIED SCHOOL DISTRICT

RFP 2339

Financial Software System

REFERENCES

Bidders must submit a list of at least five (5) financial software system references with a minimum of one (1) client in the State of California for reference purposes

SYSTEM IMPLEMENTATION DATE	AGENCY	AGENCY ADA	CONTACT PERSON	TELEPHONE NUMBER

NAME OF BIDDER _____

SPECIFICATIONS – RFP 2339

Clovis Unified School District is seeking proposals to provide a fully integrated, web based financial software system. It is the intent of the District to enter into an agreement for product and services in May, 2010.

Located in the San Joaquin Valley of California, Clovis Unified School District (CUSD) was founded in 1961. It has a student population of approximately 38,000. The school district is composed of 31 elementary schools, 5 intermediate schools, 5 high schools, an alternative education high school, 2 community day schools, an independent study program, and an adult school all of which are spread out over 199 square miles. Beginning in August 2009, an “online” high school will be available to meet the learning needs of students.

The District employs approximately 4,000 community members.

SECTION 1 PURPOSE OF REQUEST FOR PROPOSAL AND GENERAL PROVISIONS

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal is to select a qualified firm that has the ability to provide a fully integrated, web-based financial software system for the District.

This document contains instructions and requirements including the format in which responding proposals must be submitted. Proposers are urged to carefully read all sections of the RFP to insure that the scope of required services and provider responsibilities is to be fully understood. Proposers shall provide evidence of their expertise, professional management capabilities and qualifications in all areas concerning the Service.

QUESTIONS CONCERNING RFP

Any questions, interpretations or clarifications, either administrative or technical about this RFP, must be requested in writing. All written questions will be answered in writing and conveyed to all Proposers in written addendum form.

Oral statements concerning the meaning or intent of the contents of this RFP by any person are unauthorized and invalid. All questions, technical, programmatic, or process must be directed to:

Leeann Errotabere, Director Purchasing, Clovis Unified School District, 1450 Herndon Avenue, Clovis, CA 93611, Phone: (559) 327-9479 Fax: (559) 327-9489 E-mail leeannerrotabere@cusd.com.

SECTION 2 SCHEDULE OF EVENTS

The following schedule will be used by the District in awarding a contract for the subject RFP.

Proposal submitted to CUSD on or before 3:00 p.m. on NOVEMBER 16, 2009.

Interviews and/or Product Demonstrations – late January 2010

Existing Client Site Visits – mid February 2010 to late March 2010

Proposed Board Award - April 2010

Finalize Contract – May 2010

Hardware/Software Installation, Existing Data Retrieval, Data Migration, Initial Configuration, Conversion, Master File Setup, System Setup, Parallel Testing, Interface Testing, Implementation, Training, Live date (full production use of system) – to be proposed by bidder on System Implementation Timeline Analysis Page

SECTION 3 SCOPE OF SERVICES

The Proposer must have the existing capability to provide, service, and maintain said system in a manner compliant with the reporting needs of the State of California Department of Education and the STRS & PERS Retirement Systems.

The primary objectives of the Financial Software System are (1) to simplify normal and special workflow activities through a web based, user-friendly, flexible, online process; (2) provide tracking and historical date of work procedures of various business support departments of the District, (3) compile and produce various status and management reports necessary to successfully run/monitor work efficiency within a multi-faceted public agency throughout the term of the contract.

The Financial Software system will act as an automated, fully integrated solution between multiple school sites and various business support departments. The system will provide a comprehensive and routine analysis associated with the specialized work flow needs of a K-12 public school district.

Clovis Unified School District shall have the capability to track certain school district activities by accessing a secure website. Detailed information should be available in order to assist in the accounting of transactions and the implementation of various software modules.

Other performance requirements include applicability with California public law, including adherence to any required privacy protections, ability to implement an electronic data interchange system for the purposes of interdepartmental accounting if required, and program utilization statistical reports to satisfy the needs of Clovis Unified School District.

SECTION 4 PROPOSAL EVALUATIONS**OVERVIEW**

This request for proposal is designed to develop the best business solution to meet the needs of the District. Proposals will be reviewed for content, completeness, experience, qualifications, means of providing the Service and adequate financial ability to provide the best solution for consideration and implementation.

Clovis Unified School District anticipates that no currently existing commercial system will entirely meet its requirements and may purchase the system which most nearly meets all its needs while satisfying basic functional requirements.

The system proposed should be adequate to meet District needs for a minimum of ten (10) years. System cost of ownership, support, and use over this period will be considered as a primary factor in evaluation of proposals. All system costs for non-recurring and recurring items over this period will be considered.

Enhancements, as defined in this RFP, are no-cost changes to the system which provide improved performance or features and will be part of the primary distribution of the vendor software. Enhancements may be considered in proposal technical evaluation depending on availability and desirability of enhancement.

Modification costs will not be considered in cost evaluation. Modifications may be considered in technical evaluation if District decides to include them based on availability, desirability and cost. This does not apply to required interfaces. All interface requirements must be met even if a system modification is required. Vendor costs of meeting financial software interface requirements are part of the base price of the system and will be evaluated as such.

Cost and no-cost system changes (other than required interfaces) that will not become part of the primary distribution of the vendor software are not solicited. The District does not intend to purchase one of a kind (custom) software except with respect to required interfaces.

Many factors will be taken into account during the evaluation including, but not limited to (not given in priority order):

- a. Cost
- b. Compliance with stated requirements
- c. Proposed schedule

- d. Risks associated with proposed system and approach
- e. System reliability and availability
- f. Completeness of proposed system
- g. Ability and willingness of vendor to meet desired schedule
- h. System ease of use
- i. Experience of company with installing, training, delivering, and supporting integrated Financial Software System for school district use.
- j. Experience and skill of personnel proposed to install, train, and system support.
- k. Desirable, unique features of system and support

After those firms deemed to be the most qualified are selected, further evaluation and interviews of the selected firms may be conducted as part of the final selection process. The District reserves the right to complete the selection process without proceeding to an interview process and make a selection based solely on the information provided in the Proposal

SECTION 5 TRAINING/CONSULTING REQUIREMENTS

The selected vendor must provide a viable training plan for the District's personnel in the operation, management, and support of the proposed Financial Software System. Computer host/server manufacturer training and other third party training may be identified as supplemental to that of the vendor as long as a complete approach to training is made available.

A detailed training plan must be submitted, and approved by the District as part of the proposal. This plan must include a brief description of each class, duration, location and proposed schedules.

Instructor led training may be augmented by video and programmed instruction as the vendor deems necessary to assure quality training. Video and programmed instruction may be substituted for formal training only, if approved by the District.

Initial training will be supplemented with on-site support as Clovis Unified School District begins to utilize the system for full production needs on 7/1/2011. Some on-site services are expected to be needed just prior to cut-over to the new system. Clovis Unified School District views this phase of training as in-service but is also allowing for some system adjustments that may need to be accomplished on-site.

There are no suggested classes provided herein, but rather each vendor is asked to list the courses considered essential for a smooth transition to the proposed system. For the purpose of developing the training plan, the following conditions and assumptions apply.

- (a) System orientation or executive overview training for supervisory personnel should be conducted on two days. This is required to preclude the absence of all key individuals at the same time. This training must be conducted in Clovis, California at the District's facility.
- (b) System administrators are at the journeyman level, but only on familiar equipment and operating environments. This new system is likely to be unfamiliar.
- (c) System administrators have a working knowledge of data base management systems, facilities, and data element dictionaries.

Training materials and manuals must be provided to each participant of every vendor conducted class. Training materials shall become the property of the Clovis Unified School District.

The preferable training location for all instruction is Clovis Unified School District's site and facilities in Clovis, California. There are no fees for using district facilities. A telephone line, digital projector, and conference room suitable for lecture/demonstration type training can be provided. A computer classroom training facility with personal computers networked to the District WAN is also available. These facilities are subject to prior commitments and must be scheduled in advance.

In addition to training, on-site services are expected to be needed just prior to cut-over to the new system and may be needed at various other times as well, e.g. laser check printing system tests.

SECTION 6 PROPOSAL INSTRUCTIONS AND FORMAT

INTRODUCTION

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The District reserves the right to request additional information that, in the District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

PREPARATION

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Proposals should emphasize the Proposer's demonstrated capability to perform Service. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. However, literature describing the proposed services and extent of support included in the proposal should be forwarded as part of the proposal.

PROPOSAL FORMAT

In order for a proposal to be considered, said proposal must strictly adhere to the following format for organization and content. Proposal must be divided into the individual sections listed below, indexed, and tabbed.

Section I - COVER LETTER

The cover letter shall include a brief statement of intent to perform the Service, qualifications for selection and signature of an authorized officer of the organization who has legal authority in such transactions. Proposals with unsigned cover letters may be rejected. The cover letter must also provide the name, position, and full contact information for the individual designated as the Proposer's contact for this proposal.

In addition, Proposer's cover letter shall expressly state that, should the Proposer's proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions shown in the Instruction to Proposers and the Specifications.

Section II - TABLE OF CONTENTS

The table of contents shall identify the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

Section III - BACKGROUND AND EXPERIENCE

Each Proposer shall include a description of the professional and technical experiences, background, qualifications and expertise of the organization's key personnel assigned to this project. The description shall show that Proposer possesses the demonstrated skills and experience in specific areas of the project scope.

- 1 Proposer(s) name, address, telephone and fax numbers, e-mail address, and authorized representative(s).
- 2 The bidder must provide a list of customers with whom they presently have, or in the recent past have had, a contract for providing a fully integrated financial software system as described in this RFP. The list must include the following and shall be used for customer reference verification.
 - a. Customers who are located in the State of California
 - b. Customers of like student size as Clovis Unified School District (approaching 38,000 students).
 - c. Each reference must include the agency name, address, student attendance figures and the name and telephone number of a contact person.

- 3 Upon request by the District, a bidder shall submit promptly to the District satisfactory evidence showing the Proposer's financial resources, the Proposer's experience in the type of work being required by the District, the Proposer's organizations available for the performance of the contract and any other required evidence of the Proposer's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the Proposal.
 - a. The successful bidder must demonstrate sufficiency of product and staff resources and the ability to perform the contract.
 - b. The successful bidder must demonstrate that they have sufficient equipment and services to perform the contract and provide service promptly, without delay or interference.

SECTION 1V - STATEMENT OF WORK / ACTION PLAN

The work plan shall describe how the Proposer would assist the District in reaching its goals as set forth in this RFP.

The Proposer should be able to demonstrate its ability to meet deadlines and to assign staff commensurate with meeting the scope of service and other business issues occurring at the sites.

Use this section to address the ability of your firm to undertake the project, considering your firm's current and anticipated workload, and the District's desire to proceed with the project immediately.

SECTION V – RFP PROPOSAL FORM

Proposer shall return a fully executed Request for Proposal Form, fully executed in accordance with the Instruction to Proposers. Proposals for the Service will be accepted as outlined in this Request For Proposal (RFP). The fees shall include the cost of all labor, materials, equipment, supplies and space necessary.

SECTION VI – NON-COLLUSION DECLARATION

Proposer must return a fully executed Noncollusion affidavit, as required by Public Contract Code section 7106, with the completed proposal.

SECTION VII– ADDENDA FORM

Proposer shall acknowledge all Addenda received.

SECTION VIII – SYSTEM CAPABILITY CHECK OFF LIST

Proposer shall provide a sample publication that demonstrates experience relevant to the specifications of this RFP:

Note: If any of the submitted information is identified by Proposer as confidential, it shall be treated as such by the District and returned when the Proposer's financial responsibility has been determined.

SECTION VIII – SYSTEM CAPABILITY CHECK OFF LIST

SYSTEM CRITERIA

Item	System Component	Yes	No	Comments
	FUNCTIONALITY REQUIREMENTS			
1	Provide full system integration across all application/department areas including Finance, Accounting, Budget Development, Accounts Payable, Accounts Receivable, Purchasing, Warehousing, Fixed Assets, Human Resources, Payroll utilizing interactive entry and control methods – all portions of the system must post to the general ledger as appropriate and all portions of the system must effect auto-encumbrance or liquidation as appropriate for transactions made			
2	California Standardized Account Code (SACS) compliant			
3	Complies with all legal requirements, conform to Generally Accepted Accounting Principles (GAAP) for double entry accounting			
4	Provides for effective financial administration of Clovis Unified School District - providing for all legal, school board, and management reporting requirements including a flexible reporting feature for ad hoc reports			
5	Ability to download to personal computer systems all reports in electronic format			
6	Provides on-line multiple year financial history			

Item	System Component	Yes	No	Comments
7	Allows for conversion of existing financial history to new system to ensure on-going District financial history			
8	System performance allows for simultaneous use by a minimum of 350 users and has the ability to grow to as many as 500 simultaneous users.			
9	Allows adequate projected file storage for a minimum of five (5) years.			
10	Fault tolerance provided in the computer host/server system to the extent that there is no interruption of system services for a single disk drive failure or for multiple power interruptions.			
11	Provides for an automatic, orderly shutdown when power interruptions exceed several minutes. Loss of a single disk drive due to disk drive failure should cause no interruption of service.			
12	Computer host/server power supply is redundant so a failure of one source supply does not interrupt system services.			
13	Platform proposed must not be orphaned. It is the primary platform of the proponent and the future platform on which contractor will continue to develop and support the system.			

Item	System Component	Yes	No	Comments
14	Current source code, database scheme, data dictionary and documentation for the Financial Software System will be made available to Clovis Unified School District on demand or placed in escrow for access by Clovis USD should the vendor declare bankruptcy or become insolvent by a court of competent jurisdiction. It is the District's preference that source code shall be delivered to the District upon software installation and upon each and every system enhancement delivered to the District. Proponents must stipulate their policy toward source code. Deposits of source code to escrow account must be validated with a proof of deposit at time of contract award.			
15	Support for the system software and hardware is available by email, via support dial-in system, telephone, or physically on-site. Response desired is less than four (4) hours with on-site support or parts shipped within 24 hours when needed. Proponents must submit details of the support available for their system.			
16	Performance monitoring, diagnostics, and resource utilizing software/hardware tools should be provided with all host/server systems for aide in system administration and management.			

Item	System Component	Yes	No	Comments
17	Host/server computer system provides security access via authentication to user identification and password codes.			
18	Financial Software System provides access to its features as set by system administrator. Granularity of security accommodates read only, read and write to an application area, or read and write to multiple application areas.			
19	Database: SqlServer (2005,2008) Primary Keys (all tables) Referential Integrity DB Schema Data Dictionary Locally Hosted			
20	Application: Web .Net ASP Java Front-end configurable			
21	Security: AD Integrated Role-based security (front & back ends)			
22	Security Management Module			
23	Compliant with State and Federal standards for data security and handling.			
24	Provide support through all time zones.			
25	Native to windows environment and SIP compliant for criteria			

Item	System Component	Yes	No	Comments
26	Available user group website and/or "Google blog" question/answer site			
27	System records audit trail information including operator employee identification, date/time record updated, date/time of transaction, and application code.			
28	All applications must satisfy internal contract requirements of County Office of Education and other external auditors.			
29	The system is able to utilize the Hewlett Packard LaserJet line of printers as remote print devices for any and all reports.			
30	Is system compatible with "okidata" dot matrix printers?			
31	District will own software and system documentation upon completion of installation/purchase.			
32	District will be supplied with various system documentation - system operations, system administration, system user guides, system database/file structure, system software, and source code documentation			
33	The District considers system warranty terms, conditions, and period negotiable – desires a minimum of one (1) year warranty on all installation, hardware, and software. Proponents are to fully describe their warranties, support, and maintenance policies as part of their proposal. Warranty period will begin only after the system has been installed and accepted by Clovis USD			

Item	System Component	Yes	No	Comments
34	Interface data necessary for California Public Employees Retirement System (PERS) in output media and format suitable for transfer to PERS. Reports providing summary and detailed data in electronic and paper formats must be available. PERS file format to be compliant with new PERS format requirements of October 2009.			
35	Provides interface data necessary for State Teachers Retirement System (STRS) in output media and format suitable for transfer to STRS. Reports providing summary and detailed data in electronic and paper formats must be available. Reports to be compliant with most recent STRS file format and pre-submission error-checking file format.			
36	Provides interface data necessary for Federal Income Tax withholding, Social Security Tax, and Medicare Tax reporting in output media and format suitable for transfer to U.S. Internal Revenue Service. Reports providing summary and detailed data in electronic and paper formats must be available.			
37	Provides interface data necessary for State of California Income Tax withholding, disability insurance tax reporting, and unemployment insurance reporting in output media and format suitable for transfer to the State of California. Reports providing summary and detailed data in electronic and paper formats must be available.			

Item	System Component	Yes	No	Comments
38	Provides Health insurance (dental, vision, and health) electronic file and print out. Format details to be supplied after contract award. Fields include: name, social security number, employee ID number, date of birth, coverage date, coverage termination date, eligibility code, action code, action date, and insurance carrier code for all personnel additions, deletions, and changes affecting the fields included.			
39	Provides interface data necessary for payroll laser printer check production system. Outputs of summary and detailed data in electronic and paper formats. Payroll print file, electronic file, and printout are needed. Tape output may be needed. Format and content suitable for upload to a laser check production system – all data necessary to print checks to an ASCII (SDF) file format of fixed fields and record length record downloadable to PC.			
40	Provides interface data necessary for W2 printing as well as electronic file with output media and format suitable for transfer to IRS and State of California.			
41	Provides interface data necessary for tax form 1099 printing as well as electronic file with output media and format suitable for transfer to IRS and State of California.			

Item	System Component	Yes	No	Comments
42	Clovis USD's wide area network (WAN) is a multiprotocol, inter-site, routed network. The District WAN will be the access means for personnel to access the Financial Software System. System provides full, unhindered access for users across the network to all Financial Software System applications using TCP/IP protocols for access to the system. The system administration functions are to be available by both directly attached workstation or by remote operation of the system. The interface should be ANSI/IEEE 802.3 Ethernet compliant for 10 Mbps bandwidth using a minimum category 5 twisted pair jumper cable for interface.			
43	System accommodates remote printing for all reports and must also provide queue for output to printers with system administrator control over queue contents and priorities.			
44	Computer host/server system provides for file transfers via the TCP/IP FTP protocol.			
45	System provides for access via TCP/IP TELNET protocol with restrictions by address both over the District's WAN and a dial-in interface with at least two separate access lines. Dial-up access device may be integral to the host/server computer system or resident on the District's WAN. Separate equipment must interface to the District's WAN via ANSI/IEEE 802.3 compliant, 1-Mbps bandwidth, minimum category 5 twisted pair jumper cables.			

Item	System Component	Yes	No	Comments
46	Provides interface data necessary for payroll direct deposit. This output will be in electronic file format and suitable for transfer to District's bank for their use in funds dissemination. Outputs of summary and detailed data in electronic and paper formats must be available. Tape output may be needed. File type needed is an ASCII (SDF) file with fixed fields, fixed record length and which is downloadable to PC.			
47	System provides a logical, well designed user interface for end users and system administrators. Any interface software needed must be included in proposal.			
48	The latest production release of computer host/server operating system, database, utilities and Financial Software System will be installed.			
49	The latest production release patches, fixes, etc. for hardware and all software will be installed as part of initial installation.			
50	On-site installation will be performed such that District system support personnel can observe for their benefit.			
	ACCOUNTING REQUIREMENTS			
51	General Ledger module that is fully integrated with all subsidiary ledgers.			
52	Provides direct interactive correction of general, appropriation and revenue ledger entries as well as prior-year correction entries with an appropriate audit trail.			

Item	System Component	Yes	No	Comments
53	Provides various fund balance and consolidate fund balance sheet report capabilities.			
54	Allows simultaneous operation with multiple fiscal years using full or modified accrual system capabilities.			
55	Provides on-line capabilities offering direct input of accounts payable invoices for payment with partial encumbrance reduction capabilities.			
56	Offers various vendor oriented reports including vendor 1099 report, payables list by vendor/purchase order numbers, aged accounts payable list, disbursement list by budget account code, accounts payable revolving fund cash report and vendor invoice number.			
57	Provides a number of management reports including customer listing, invoices edit report, cash receipts edit reports, and aged accounts receivable reports.			
58	Bank reconciliation capabilities for revolving funds. Upload files from various banks.			
59	Provides capability to display all accounting records such as accounts payable, accounts receivable, and general ledger on screen with all detail – complete posting records.			
60	Provides ability to print statement of revenue and expenses comparing budgeted amounts to actual.			
61	Provides ability to post accrual entries as well as process and identify prior period adjustments.			

Item	System Component	Yes	No	Comments
62	Provides ability to handle account balances and reporting formats of up to \$999,999,999.99			
63	Provides ability to post activity to a new period before closing the current period.			
64	Provides warning upon entry of an account payable that exceeds budgetary amount available in account.			
65	Provide full validation of account codes whenever entered for a transaction.			
66	Reports to be available by fund, object, resource, goal, function, location and ability to be identified as either restricted or unrestricted with multiple sorting capabilities. Restricted output provides for a range of restricted resources based on value of resource code.			
67	Capability to create an interface from an excel spreadsheet creating a Journal Entry or Accounts Payable batch for posting to General Ledger			
68	Capability to issue vendor payments using EFT format.			
69	Ability to run reports by various transactions to determine year-end postings ie: prepayments			
70	Capability to use multiple check stock			
71	Block payment for duplicate Accounts Payable payments – same vendor ID and same invoice number			

Item	System Component	Yes	No	Comments
72	Provides general journal by fund with balances, including date, reference number, description, debit or credit amount, and balance.			
73	Trial balance sorted by fund, department, account number, account description and account balance – include debit and credit columns			
74	Allows on-line inquiry of vendor invoices, showing invoice number, purchase order number, check number, date and amount			
75	Allows on-line inquiry of unpaid vendor invoices, showing invoice number, date processed for payment, invoice amount, paid to date and outstanding balance.			
76	Automatically prevents prepayment for any items which have not been received, and has management override capability.			
77	Provides for online two (2) year history of all outstanding encumbrances and all current year open encumbrances.			
78	Provides warrant (check) data output to file, check register, remittance advice, report of expenditures to Board, and other related reports.			
79	Provides detailed vendor information reports including vendor historical analysis, accounts payable transaction status, open accounts payable and aged accounts payable reports.			
80	Provides cash requirement reports, cash disbursement journals and reports.			

Item	System Component	Yes	No	Comments
81	Provides for identification of multiple bank accounts.			
82	Provides list of all cash disbursements by appropriate ledger, account numbers and subtotal classification			
83	Provides list of all paid invoices by vendor including purchase order and check number, check date and amount paid.			
84	Provides line item, detail entry of cash receipts.			
85	Provides for manual and/or automatic numbering of receipts.			
86	Provides for beginning cash balances.			
87	Provides printing of receipts with the following information – receipt date, amount, received from whom, description, reference, amounts by currency and/or checks. Allows receipts to be recorded to multiple account codes within the same fund.			
88	Provides fixed asset accounting system including annual list process for capital outlays with proper general ledger coding ability. GASB34 compliance/depreciation reporting.			
89	Interfaces with PayPal type payment system.			
90	Provides ability for multiple invoice types with accounts receivable system.			
91	User defined menu options for end user report selection options.			

Item	System Component	Yes	No	Comments
92	Ability to scan Accounts Payable invoices at time of payment and attach to warrant number			
93	Ability to choose data entry by “grid mode” eliminating unused fields.			
94	On-line forms to complete, encumber funds, and route as needed – system eliminates hard copy paper forms.			
	BUDGET & FINANCE REQUIREMENTS			
95	Quick key capability for object/org keys (budget account numbers) limiting the need to enter full account code structure			
96	Provides a budgetary accounting system that addresses State of California mandates for standardized accounting code structure (SACS) including date entry mandatory and recommended edit checks			
97	Provide a budgetary accounting system that addresses State of California mandates for budget and financial reporting.			
98	Print budget trial balances showing account numbers, account descriptions, balance and totals using flexible user formats.			
99	Provides for current and succeeding year budget entries.			
100	Provides a flexible method of interfacing user defined chart of accounts for all funds.			

Item	System Component	Yes	No	Comments
101	Provides a budgetary and expenditure retrieval system which addresses state mandates utilizing a user defined format.			
102	Provides a budgetary data entry system which is interactive for original entries and corrections including an audit trail.			
103	Ability to print balance sheets at any time for any or all funds.			
104	Ability to print statement of revenues and expenses by general purpose, special project, special education, separate funds, and totals			
105	Ability to print statement of revenue showing estimated to actual.			
106	Ability to print budget reports at detailed level of coding, in addition to year-to-date totals.			
107	Ability to report providing month-to-month totals for expenditures and encumbrances, number of actual employees versus budgeted and current unencumbered balances.			
108	Ability to provide on-line inquiry of all detail – view every transaction posted to general ledger for entire year, with ability to view more than one line at a time.			
109	Ability to provide on-line budget analysis displays – list all accounts, report of site budgets, and current year budgets.			

Item	System Component	Yes	No	Comments
110	Ability to provide for data entry of new budgets and authorized employees using on-line entry which links to related accounting, purchasing, and personnel systems.			
111	Provides ability to carry forward prior balances.			
112	Provides ability to process and identify interfund transfers as defined by State requirements.			
113	At a minimum, provides daily postings of all accounts with daily summary of cash.			
114	Provides ability to develop audit trails for budget additions, deletions, changes and modifications to both revenue and expenditures for all funds including those made in position control transactions.			
115	Provides automated journal entries with control totals for balancing.			
116	Provides controls at the highest level of summarization to the lowest level of detail and variations thereof, for both expenditures and authorized positions.			
117	Provides validation of account code numbers against preset tables prior to updating any budget entry.			
118	Provides ability to edit budgetary files for dollars regarding revenue, expenditures, and authorized positions			
119	Provides on-line, i.e. immediate, updates to the appropriation ledger when the budget is modified.			

Item	System Component	Yes	No	Comments
120	Provides for flexible report writer allowing the user to specify reports to be generated from existing financial data files. (Report writer must be able to sort data based on user defined account numbers for five prior years).			
121	Provides inquiry and report writing ability for all funds at all budgetary levels with regard to: current adjusted budget, adopted budget, tentative budget versus actual-to-date revenue and expenditures.			
122	Provides detail of revenue listings by fund.			
123	Provides ability to track and report employees by active employees, terminated, rehire, retired, on leave and deceased tied to budgetary accounts.			
124	Provides a flexible budgeting system capable of forecasting cost of employee labor increases using flat rate increases, percent increases, job by job increases, and staffing formulas.			
125	Provides a flexible forecasting model for budgets whereby the user has ability to modify and update forecasts.			
126	Provides a district-wide position control system linked to human resources, payroll, and budget.			
127	Provides ability to sort and analyze payroll data by all codes by user.			
128	Provides a payroll system that is interactive with the budget/forecasting system			
129	Provides ability to match revenue to expenditures by resource, goal, and function.			
130	Provides ability to allocate funds to resources, goals, functions, departments, classrooms, and sites with audit trail			

Item	System Component	Yes	No	Comments
131	Provides ability to develop budget detail in accordance with level of budget responsibility.			
132	Provides a control/budgetary system which maintains budget and costs by resource, goal, and function.			
133	Provides ability to update current payroll projections using prompts to be used by all users.			
134	Provides ability to down-load and up-load budget, revenue, and expense data to software such as Excel.			
135	Provides a system of cash control over deposits by established internal control methods using receipts and verification by code numbers.			
136	Provides ability to monitor daily budgetary transactions.			
137	Provides a system whereby all employee benefit deductions are automated for budgetary purposes.			
138	Provides a means of electronically gathering data for future budgetary purposes.			
139	Provides ability to summarize restricted and unrestricted revenue and expenditures by budget and actual at any time.			
140	Provides ability to properly encumber travel and conference costs immediately upon approval at beginning of each year.			
141	List of accounts, resources, goals, and functions in a "closed account" status.			
142	Provides ability to properly encumber hourly personnel.			
143	Provides a complete system of internal controls (safeguards) regarding payroll and other operating expenditures.			

Item	System Component	Yes	No	Comments
144	Provides a completely computerized general journal with subsidiary ledgers that adhere to governmental (budgetary) accounting standards and practices.			
145	Provides a complete system of fixed asset accounting linked to all business systems including the annual list process for capital outlay.			
146	Provides ability to make immediate mass budgetary changes complete with printout of detail of changes by code numbers.			
147	Provides ability to use inter and intra fund transfer procedures as part of the general ledger for all funds.			
148	Provides ability to receive daily exception reports regarding budgetary discrepancies for payroll and expenditures.			
149	Provides for a budgetary development process which allows sites, departments, and funds to directly develop their budgets using on-line methods.			
150	All transactions can be generated on-line in real time and entered into an integrated system for posting, update and closing, to be reflected daily in new ending fund balance and cash position.			
151	Provides an on-line display of budget status at each site and for each department.			
152	The budget projection module interfaces with all the financial subsystems and project data for five (5) fiscal years			
153	List items ordered but not received at June 30 for re-budgeting in the subsequent year by vendor, resource, goal, and function-site-object and amount.			

Item	System Component	Yes	No	Comments
154	Ability to communicate financial data to and from personal computer spreadsheet formats			
155	.Ability to open simultaneously a minimum of three (3) fiscal years books of record.			
156	On-line access to query cumulative-to-date transaction records and methodology to produce an electronic and printed copy after a fiscal year closing to be certified as "permanent record".			
157	Ability to summarize data at any level or combination of levels of the account code.			
158	An on-line pre-encumbrance system at the site requisition level.			
159	Encumbrance system applies to employee salary and fringe benefit data as well as purchase orders and any other appropriate transaction input document.			
160	Provides distribution of fringe benefits to account line budgets as well as the budget projection model.			
161	The ability to develop the budget through at least ten time periods, i.e. preliminary, tentative, adopted, revised, 1 st interim, 2 nd interim, 3 rd interim, and working			
162	Provide a system that allows for multi-year budgeting in construction funds.			
163	Establishes a methodology and ability to track intra and inter fund transfer transactions			
164	Database of the relation of each element of the budget number and its corresponding title, abbreviated for printing and display purposes.			

Item	System Component	Yes	No	Comments
165	Provides the capability to update multiple budget account lines from a single screen using object code for the range.			
166	Provides on command a daily record (Audit Trail) of date and account additions, deletions and changes			
167	Provides the ability to reject any transaction that would place the net ending fund balance in a negative position.			
168	Provides for on-line transactions restricted by security levels.			
169	Provides an automatic edit rejection or warning if a requisition or transaction exceeds the budget amount or the full time equivalent (FTE) requested is greater than the authorized full time equivalent (FTE).			
170	Provides a method to track miscellaneous time records for all employees, substitutes, and temporary workers, to include an annualized hourly rate with all fringe benefits.			
171	Provide a system for automatic opening and closing entries necessary to reach a trial balance.			
172	Has the following reports for all funds - Actual revenue (fiscal year, cumulative-to-date) - Actual expenditures (fiscal year, cumulative-to-date) – balance sheet on command - Statement of net change monthly and year-to-date - Budgets by resource, goal, function, site, and object codes with these elements; (1) adopted budget, (2) revised budget-to-date, (3) pre-encumbrance, (4) encumbrance, (5) expenditure, (6) budget balance, (7) available balance percentage, (8) available balance to revised budget amount			

Item	System Component	Yes	No	Comments
173	Journal entries by "through date" upon request by any element of the account			
174	Ability to control budgets at org key (account number) level, start & end dates – active/inactive			
175	List of over expended budgets at all levels of the account number			
	HUMAN RESOURCES DEPT. REQUIREMENTS			
176	Provides a fully integrated human resources, payroll, and benefits system which enables the sharing and usage of accurate data.			
177	Provides a district-wide position control system linked to human resources, payroll, and budget.			
178	Provides multiple positions to be filled by single employee and a single position to be filled by multiple employees.			
179	Provides multiple account distributions per position with automatic encumbrance of accounts assigned according to position information entered and changed from time to time.			
180	Provides tracking of position FTE, bargaining unit and supervisor.			
181	Provides for integration but separation of access privileges between position, personnel, and payroll entry information.			
182	Provides all personnel demographics required for normal legal, day-to-day, and common special requirements.			

Item	System Component	Yes	No	Comments
183	Provides tracking of personnel medical information, emergency data, certifications, credentials, NCLB compliance, multilingual capability, special skills, education/degrees, work history, longevity, seniority, leave, absence, evaluations and termination/re-hire information.			
184	Provides ability to track and verify credentials and certification against teacher assignments from the student software system to meet Federal NCLB requirements.			
185	Provides automatic tracking and notification of credential status expiration for teachers, substitutes, language development specialists, etc.			
186	Provides for tracking multiple credentials/degrees.			
187	Provides seniority tracking for certificated and classified according to California Education Code.			
188	Provides substitute tracking.			
189	Provides volunteer tracking.			
190	Provides salary projections such that the financial impact of a potential salary or fringe benefit changes for a class of employee may be evaluated.			
191	Ability to view or change all District classified and certificated salary schedules, longevity, shift differential, degree designations, etc.			
192	Applicant/recruitment tracking. Takes individual from point of application to the interview through rejection or employment without duplicate data entry – fully integrated with ability allow for report download into Excel spreadsheet format			

Item	System Component	Yes	No	Comments
193	Automatic salary calculation for new and old employees, including step increases as required and automatic years of service increments added to employee's salary.			
194	Provides ability to generate employee directory by department/employee by grade/subject/position			
195	Employee history; tracking of employee change of status, site, etc., employee physicals/TB's, years of service, remarks screen for payroll, etc.			
196	Automated notification of expiration dates – TB skin test, credentials, work permits, First Aid/CPR, driver licenses, etc.			
197	Provides report of TB expiration by work location			
198	Provides tracking of layoffs and reemployment			
199	Capability to enter multiple work calendars (tracks) including unique calendars for some individuals.			
200	Identify incorrect budget numbers at any time during the data entry process and notify user.			
201	Report writer capability, both ad hoc and user generated standard reports			
202	Tracking for sick leave, vacations and other District defined leave categories with start and end dates.			
203	Provides warning upon entry of a position for which there is no adequate budget available.			
204	Provides retirement projection report by site/department.			

Item	System Component	Yes	No	Comments
205	System provides the ability to pick position titles from a standard master list maintained separately.			
206	Provides user defined position fields for sorting and reporting purposes.			
207	Provides the capability to change status of a position from active to inactive with inactive status no longer affecting encumbrance of accounts defined in position.			
208	Provides a detailed report of filled, open, vacant, and inactive positions by location.			
209	Provides unlimited number of user-defined position codes			
210	Provides group health coverage report by department/location			
211	Provides capability to track probationary status.			
212	An electronic employee evaluation system.			
213	An electronic employee requisition system.			
214	Provides CALPADS reporting processes.			
215	Provides field in employee information or credential information screen for California Commission on Teacher Credentialing Statewide Educator Identifier (SEID) number for credential holders.			
216	System integration with District school information system – currently Zangle			
217	Provides online employee resource center – employees can view payroll checks, update State & Federal withholdings, change address, etc.			

Item	System Component	Yes	No	Comments
218	System allows for “task list” or “notes” attachments to employees for misc information			
219	Ability to download and maintain current employee assignment information into District absence reporting system – Smart Find Express.			
	PAYROLL REQUIREMENTS			
220	Process multiple types of payrolls (e.g., hourly, daily, monthly).			
221	Handles multiple payroll cycles per retirement, tax, etc. reporting periods.			
222	Calculates pay rate, salary adjustments (e.g., cost-of-living), and retroactive pay for all positions in a selected bargaining group automatically			
223	Interfaces payroll transactions with the general ledger and subsidiary ledgers automatically.			
224	Controls how contributions and deductions post to the general ledger. (e.g. Health benefits post to specific pay assignment)			
225	Calculates multiple fixed costs (e.g., Social security, health benefits, and unemployment insurance).			
226	Handles multiple voluntary employee deductions per employee (e.g., life insurance, tax shelter annuities, savings account).			
227	Process payroll employees who work in more than one job classification.			
228	Absence tracking - Maintain record of sick, vacation, and other leave time available for each employee.			

Item	System Component	Yes	No	Comments
229	Ability to identify incorrect budget numbers at any time during the data entry process and notify user.			
230	Ability to compile closing totals for payroll reporting purposes and the various payroll taxes on demand.			
231	Ability to compile payroll tax liability totals and print reports for both quarter and year-end reporting periods			
232	Maintains on-line information regarding employee payroll adjustments during any fiscal and calendar year (i.e., retroactive cost-of-living adjustments, one-time stipends, classification changes).			
233	Edit check for multiple paychecks issued to the same name during any one pay period.			
234	Edit check for reasonableness of hours worked per week/month			
235	Provides labor distribution information for job cost reporting.			
236	For employees with direct deposit, generate information for an electronic transfer or lump sum payment (with file or tape transmission of employee information) to each financial institution			
237	Provides a summary and detailed report of all payroll warrant runs showing totals of employee funds electronically deposited and those that are issued by warrant (check).			
238	Report writer capability, both ad hoc and user generated standard reports. Ability to report on any user defined criteria			
239	Pay generation function is separate from personnel entry and position entry functions. This separation must include access privileges.			

Item	System Component	Yes	No	Comments
240	Provide capability to review payroll history on-line and print in a report.			
241	System will automatically calculate and maintain user defined leave accruals and deductions.			
242	Provides feature for leave balances to be reversed by the check void process.			
243	Provides feature to activate or deactivate leave accruals for a specific payroll.			
244	Provides capability to automatically use an alternate leave balance when one becomes zero according to user definition			
245	Provides capability to make positive adjustments to pay for fixed amounts that may be taxable or non-taxable, i.e. workers compensation, stipends, car allowance, etc.			
246	Provides capability to calculate gross and net pay for a hypothetical employee			
247	Provides full program PERS & STRS compliant reporting			
248	Provides capability to convert earned vacation leave into salary payments automatically with periodic payroll.			
249	Provides capability to automatically calculate amount owed based on termination date entry and year to date paid.			
250	Interfaces with accounts payable for payroll vendor checks (e.g. vol deds, taxes, retirement, direct deposit, etc)			
251	Ability to establish multiple pay groups for balancing payroll			
252	Archive reports online			

Item	System Component	Yes	No	Comments
253	Ability to import data from District absence tracking system (currently SmartFindExpress) for reporting absences and posting pay			
254	Ability to enter timecard and post to existing pay assignments			
255	Ability to establish and set up numerous pay codes for different rules – ie: PERS tracking for OT, posting benefits, run deferred deduction, etc.			
256	Ability to set up a pay assignment that runs intermittently.			
257	Run reports that display earnings for individual or multiple pay periods.			
258	Automatically pull data, prepare and print W2's			
259	Ability to generate reports and files for quarterly tax reporting			
260	Ability to search for a record utilizing multiple criteria on any given screen			
261	Provides a “grid” format for data entry			
262	Provides online employee resource center – employees can view/access payroll check stubs, view/access W2's, update State & Federal withholdings, change address, direct deposit information, etc.			
263	Ability to define a multitude of payroll calendars used to calculate pay			
264	Ability to easily make tax adjustments to an employee record without processing a paycheck – ie: overpayments, wages paid on deceased employee, etc.			
265	Ability to define automatic calculations for night shift differential pay			

Item	System Component	Yes	No	Comments
266	Ability to control assignments to run on specific pay periods.			
267	Ability to have pay assignments automatically run each pay period once established.			
268	Ability to define deductions & contributions that (1) defer wages to be taxed and paid within specific periods, (2) run only on specific types of pay, (3) run a percentage on specific types of pay, and (4) provides the option of entering additional amounts for a specific date range.			
	PURCHASING, CONTRACTS, STORES INVENTORY & FIXED ASSET REQUIREMENTS			
269	On-line requisition entry, editing and deletions for end users external and internal needs.			
270	Paperless routing of requisition/ purchase order entry system.			
271	Capable of handling electronically multiple levels of approval for requisitions with automatic forwarding to (or hold in suspense for) next level. Define number of levels of approval provided.			
272	Ability to automatically create purchase order from requisition data entries.			
273	On-line, interactive entry and validation of purchase orders from Purchasing Department or other designated departments.			
274	Optional automatic generation of Purchase Order number			
275	Multiple lines per Purchase Order and multiple budget accounts per order with capability to split order based on % or other equitable way.			

Item	System Component	Yes	No	Comments
276	Capability to charge (split) Purchase Order line item into multiple budget accounts by percent or number of items ordered as well as to satisfy a requisition with multiple purchase orders or portions of them.			
277	All transactions automatically audit stamped with date, time, user, and source of entry to provide complete audit trail all year.			
278	Multiple delivery schedules per line item on Purchase Orders, requisitions, and stores requisitions.			
279	Receipt entry designed for entry at warehouse dock.			
280	Pre-encumbrance of requisitions with warning when exceeding budget amount. Provide over-ride for designated authority.			
281	Encumbrance upon issuance of all Purchase Orders with warning when exceeding budget amount or optionally disallow issuance while holding Purchase Order in suspense.			
282	Provide multiple levels of requisition approval.			
283	Tracks closed purchase orders, receipts, and payments, i.e. provide for complete history on-line.			
284	Ability to enter into current active year and next future year simultaneous, e.g. current year not yet closed and orders received for next fiscal year (prior to June 30 closing).			
285	Provides capability to group requisitions and purchase orders by buyer, site or vendor			

Item	System Component	Yes	No	Comments
286	Provides capability to consolidate requisitions to a single vendor into a single purchase order, while tracing original requisitions. Likewise, provide capability to track items received from a purchase order as to which requisition(s) are satisfied (i.e. requisition status based on purchase order items received).			
287	Provides requisition buyer workload statistics.			
288	Provides capability to insert comments into Purchase Orders and Requisitions.			
289	Provides purchase price variance analysis.			
290	Ability for Accounts Payable to be warned or optionally will be unable to pay more than Purchase Order amount without Purchase Management override.			
291	Automatic reversal of encumbrance upon cancellation of part or all of a purchase order, i.e. the encumbrance changes with changes in Purchase Order.			
292	Ability upon voiding an accounts payable warrant to have funds put back into purchase order if check is to be reissued			
293	Purchase Order report by buyer, month, year to date, and budget number.			
294	Report listing all Purchase Orders that are outstanding by number and date showing to whom issued and amount.			
295	Purchase Orders will provide for a standard text to be inserted onto each document printed - capable of multiple predefined messages to print on purchase order.			
296	Ability to issue multiple purchase orders from one requisition.			

Item	System Component	Yes	No	Comments
297	Ability to issue one purchase order from multiple requisitions.			
298	Ability to change a purchase order after printing, after receiving, and/or after partial payment.			
299	Minimum three (3) digit ship to/bill to code entry.			
300	Minimum four (4) decimal places for sales tax and/or purchase order line item pricing capabilities.			
301	Ability to print to dot matrix printer utilizing multipart paper.			
302	Orders to pre-encumber at time of entry.			
303	Ability to search orders by PO number, vendor number, account number, school site, etc.			
304	Purchase Order receiving system.			
305	PO receiving system to interface with fixed asset system.			
306	Fixed asset listing by site, plus other fixed asset reporting features.			
307	Integrated Fixed Asset/Inventory System			
308	Depreciation calculation reporting features with Fixed Asset System – assist in GASB34 reporting compliance.			
309	Ability to search items by asset number, serial number, purchase order number, item number, school site, etc.			
310	Ability to identify Purchase Order item as a fixed asset and automatically incorporate it into the fixed asset file upon receipt after prompting receiver for fixed asset file information (serial number, asset number, etc.).			

Item	System Component	Yes	No	Comments
311	System will provide a fixed assets reconciliation report monthly to show what new fixed assets have been purchased.			
312	System will print fixed asset tags as an output with District Property number and bar code.			
313	Fixed asset system will capture cost, Purchase Order, description, date received, District Property number, site/department, fund, serial number, location, and comments as items are received.			
314	System will provide for inventory of fixed assets by bar code reading with output of reconciliation of inventory against files in report.			
315	System will provide for entry of useful life of asset and will generate reports on assets that have met or exceeded their life and a replacement schedule.			
316	Fixed assets system will provide for tracking of assets up to values of \$999,999,999.99.			
317	System will provide an optional service contract (support) and maintenance history tracking capability for fixed assets.			
318	System will provide an optional warranty tracking capability.			
319	Ability to pull vendor information including address from vendor lookup for generation of requisitions and purchase orders.			
320	Vendor Master list including all vendors by vendor number or vendor name displaying vendor number, name, address, city, zip, phone number, fax number, email address, multiple commodity type code fields and other related data.			

Item	System Component	Yes	No	Comments
321	Ability to print labels by vendor commodity code number and by vendor zip code.			
322	Ability to have multiple addresses per vendor identification number			
323	Maintenance of vendor-master file(s) for additions, deletions, and changes.			
324	Ability to search and report by vendor name, city, state or zip code.			
325	Provides capability to handle multiple types of warehouses including supplies, food, and textbooks.			
326	Provides capability to handle warehouse inventories of unlimited items. State maximum number of items tracked.			
327	Provides capability to handle “buyout” catalog item offerings of unlimited items. State maximum number of items tracked.			
328	Provides on-line query of inventory in warehouses.			
329	Minimum seven (7) digit number to identify items			
330	Allow for multiple brands to be associated for each stock item number			
331	Stores catalog reporting features – by item number, by alpha, by commodity type, by warehouse location, etc.			
332	Report for stores cycle counting features			
333	Report for stores row-aisle-bin item location features			
334	Minimum three (3) digit number for ship to and bill to code entry			

Item	System Component	Yes	No	Comments
335	Delivery truck routing capabilities by delivery location number – this route information to print on stores pick ticket order output reports			
336	Ability to print purchase orders and stores pick tickets on dot matrix printer utilizing multipart paper			
337	Stores orders to pre-encumber at time of entry			
338	Provides for adjustments to inventory with record of adjustment.			
339	Stores inventory must be integrated with budgeting, accounting, and purchasing systems			
340	Provides method of forecasting inventory needs			
341	Stores inventory system must track history to maintain alternate sources of supplies.			
342	Stock quantities can be updated via Purchase Order and PO Receiving processes.			
343	Users can be limited to requisition only from their authorized budget accounts.			
344	Average unit costs of inventory are calculated automatically to reflect current fiscal year costs accurately.			
345	Low stock (minimum store number) triggers output on a report for items needing order. It is preferable this be by formula as well as a constant			
346	Provides picking slip report to serve as picking slip, receiving document, and accounting log to reduce paperwork and errors. Pick tickets to print in delivery route order.			

Item	System Component	Yes	No	Comments
347	Provides capability for end-users to input their own requisitions to warehouses for standard warehouse items. On-line order approval processes			
348	Ability to generate stock labels for bin tags.			
349	Ability to generate warehouse inventory report by warehouse commodity number, location, description, unit of issue, on hand quantity, maximum quantity, unit price, prior year, month-to-date, year-to-date, inventory value, and date of last issue.			
350	Ability to reprint stores orders without affecting inventory counts or G/L.			
351	Ability to reprint purchase orders without affecting the G/L – unless PO prices were revised.			
352	Warehouse reports and route book creation.			
353	Activity report for date, location, or item number showing totals on hand and quantities shipped for a given date range.			
354	Item history report – how many on hand and how many issued by date range.			
355	Bid system that interfaces with requisition/ purchase order entry system.			
356	Minimum (7) digit bid item number. Entry of item number into bid system will pull full description of item number being entered.			
357	Multiple brand numbers per item number.			
358	Bid item reporting features.			
359	Minimum four (4) decimal places for sales tax and/or bid line item pricing capabilities.			

Item	System Component	Yes	No	Comments
360	Ability to electronically develop a request for quote or bid based on standard specifications from stock inventory list.			
361	Ability for online, secure vendor multi-line bid responses. Secured to release at specified due date and time.			
362	Bid system to create spreadsheet to determine low bidder.			
363	Bid system to create bid holders listing based on system download and bid response of online vendors.			
364	Bid system to allow for subsequent requisition ordering system off bid award spreadsheet results – creating on line catalog for end users.			
365	Ability to track quotes and bids online.			
366	Ability to interface with third party internet ordering systems.			
367	Ability to interface requisition system, purchase order system, and general ledger system with vendor's online ordering system.			
368	Travel/Conference request system that interfaces with general ledger system – encumbers funds at time of request.			
369	Online approval routing system of travel/conference requests.			
370	Ability to transfer all current vendor, purchase order, stores, fixed asset, and catalog item data/history into a new financial system.			
	BENEFITS & RISK MANAGEMENT REQUIREMENTS			
371	Interfaces with the Human Resources, Payroll, and GL Systems			

Item	System Component	Yes	No	Comments
372	Ability to charge monthly benefit premiums to the general ledger based on various employee contracts - 10, 11, 12 month etc. Assuming that benefits will be provided for 12 months the system will automatically calculate the appropriate amount to charge for an employee who works for less than 12 months.			
373	Run reports to include many different scenarios to determine if employees have benefits that shouldn't, if employees that don't have benefits should, if employees have incorrect benefit plans based on their assignments, etc.			
374	Ability to globally update benefit records.			
375	Ability to pull active benefit records and send the data to a third party administrator.			
376	Ability to create packages for various plans that can be assigned to an employee based upon their eligibility and benefit selection.			
377	Information from Human Resources feeds into the Benefit screens (Hire date, FTE, Bargaining Unit, etc.) to determine which benefit package is appropriate for the employee.			
378	Begins and ends benefits individually.			
379	Utilizes calculation codes for different waiting periods for various benefit plans.			
380	Ability to override a calculation code when needed.			
381	Human Resources can automatically end all benefits when employment is terminating.			

Item	System Component	Yes	No	Comments
382	Stores dependent names, genders, dates of birth, relationship and effective/termination dates of coverage with the employee's record.			
383	Assigns deduction codes to specific benefit plans. Dollar amounts attached to deductions codes will be deducted from an employee's paycheck each time payroll runs.			
384	Assigns contribution codes to specific benefit plans. Dollar amounts attached to contribution codes are charged to specific budget accounts in the GL.			
385	Ability to generate reports to pull benefits, payroll and human resources data at will.			

Exhibit 1

CLOVIS UNIFIED SCHOOL DISTRICT

SAMPLE CONTRACT

This Agreement is made this _____, 2009 by and between **Clovis Unified School District**, "District" and _____ "Proposer" with respect to the following recitals:

District is a public school district organized and existing under the laws of the State of California.

Proposer has received notice of an award pursuant to Request for Proposal #2339 for _____. Proposer is an independent company competent to perform the services contemplated by this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

The recitals set forth above are true. Proposer agrees to provide the services described in this Contract in a professional and competent manner and in accordance with the terms of this Contract and all applicable laws.

1. Description of Service. Proposer agrees to provide the District the following service:

PROPOSAL #2339

FINANCIAL SOFTWARE SYSTEM

2. Time of Commencement and Completion. The Service shall be delivered in full to the District in accordance with the Scope of Work "Completion Date". Time is of the essence in this Contract. Contract period of five (5) years plus additional five (5) years of on-going software/system maintenance.

3. Payment. District agrees to pay Proposer the sum of _____ Dollars and no/100 (\$_____.00) following timely receipt of the Services and submission of an invoice to District.

4. Performance Bond. Proposer shall furnish to Owner a Performance Bond in an amount of one hundred percent (100%) of the contract price insuring the faithful performance of the Contract. The bond shall be in such form as Owner may prescribe and with such sureties as may be agreeable to the parties. Proposer shall deliver the Performance Bond at the time of the execution of this Contract. Failure to submit the bond requested may result in rejection of the contract.

5. Liquidated Damages. Proposer agrees to deliver the Service to District pursuant to the terms of this Contract by the Completion Date unless Proposer receives a written extension of time for delivery from District. Proposer's failure to deliver the Services on time shall subject Proposer to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Service is not delivered by the Completion Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Service, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Proposer's failure to deliver the Service by the Completion Date.

System installation shall be considered complete only when, with the system in place, a full set of acceptance tests have been conducted jointly by the vendor and District staff which demonstrates that all software components are functioning, individually and collectively, in accordance with the specification and vendor's proposal.

The amount of liquidated damages to be paid by Proposer to District for failure to deliver the Service by the publishing deadlines as shown in the Specifications will be One Thousand Dollars and 00/100 (\$1,000.00) for each calendar day by which delivery is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Proposer's default.

If Proposer becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Proposer. In all events, Proposer and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

6. Conformance to Contract Documents. Proposer agrees that the Service to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the proposal documents, specifications and any other writings which formed a part of the materials upon which the Proposer was awarded this Contract.

7. Indemnity. Proposer shall indemnify, hold harmless and defend District, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from Proposer's work under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

8. Assignment of Contract. Proposer agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.

9. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

Proposer and any and all agents and employees of Proposer shall perform the services required pursuant to this Proposer as an independent Proposer, not as officers, employees, or agents of the District. In providing the services contemplated by this Contract, the Proposer shall maintain a professional and working relationship with the District. In particular, Proposer shall be liable and solely responsible for paying all required taxes including, but not limited to, Federal and State income taxes and social security taxes. Proposer agrees to indemnify, defend and hold the District harmless from any liability, which Proposer may incur to the Federal or State governments as a consequence of this Contract. All payments to the Proposer shall be reported to the appropriate State and Federal tax authorities as required.

10. Miscellaneous Provisions.

10.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

10.2 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Proposer

District

Clovis Unified School District

1450 Herndon Avenue

Clovis CA 93911

10.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District and Proposer and their respective successors and assigns.

10.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.5 Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and supersedes all prior negotiations, representations or agreements either written or oral.

10.6 Correction of Errors. We agree to correct any and all errors noted in the appraisals at our expense that are brought to our attention within one year of delivery of the completed appraisals. Errors noted will be corrected within 60 days of notification.

10.7 Contract Documents. The Contract documents shall consist of this Agreement, the specifications and drawings, all addendum and bulletins thereto, the Notice to Proposers, Instructions to Proposers, all documents forming a part of the RFP package and any other documents signed by both parties relating to the subject matter of this Agreement. The intention of the Contract documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the work and the terms and conditions of payment therefore, and also to include all work which may be reasonably inferable from the Contract documents as being necessary to produce the intended results.

10.8 Insurance Requirements. Proposer shall purchase and maintain insurance that will protect the Proposer from the claims set forth below that may arise out of or result from the Proposer's performance of services or failure to perform services required by this Contract:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed:
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Proposer's employees, agents or invitees:
- c. Claims for damages because of bodily injury or death of any person:
- d. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by person as a result of an offense directly related to the employment of such person by the Proposer or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, include loss of use there from; or.
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Proposer's comprehensive general and automobile liability insurance shall be written for not less than the limits of liability and identified in Section 22 of the Instructions to Proposers. Proposer shall provide certificates of insurance to the District prior to commencing work under this Contract.

10.9 Cancellation of Contract. The District may unilaterally terminate this Contract for any reason, in its absolute discretion, by giving Contractor/service provider Thirty (30) calendar days written notice of termination. In the event of early termination, the contractor/service provider shall be compensated for all services satisfactorily performed to the termination date.

10.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Proposer, by the execution of this Agreement, acknowledges that Proposer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

CLOVIS UNIFIED SCHOOL DISTRICT

BY _____

BY _____