



Issue Date: January 10, 2020

Request for Proposal: -Child Nutrition Point of Service and Free & Reduced Processing, Cash Receipting, Time Clock  
-District-wide Cash Receipting

RFP Number: #FWPS-011020

RFP due, date and time: January 31, 2020 2:00pm  
Federal Way Public Schools  
Education Service Center

Delivery Address: 33330 8<sup>th</sup> Ave S  
Federal Way Washington 98003

Respondents mailing proposals shall allow for normal delivery time to ensure timely receipt of their proposals. **Proposals arriving after the deadline will not be accepted or considered.** All proposals become the property of Federal Way Public Schools (FWPS).

Request for Proposal submissions will not be read publicly.

Proposals submitted must be in a sealed envelope, clearly marked with the RFP #FWPS-011020. The proposer shall provide three (3) identical hard copies of the proposal and two (2) electronic copies provided on individual flash drives.

Purchasing Official: Dana Harris

Phone: (253) 945-2076

Email: [RFP@fwps.org](mailto:RFP@fwps.org)

**RFP Advertised in the Daily Journal of Commerce on January 10 and January 14, 2020.**

**RFP NO. #FWPS-011020**

Child Nutrition Point of Service and Free & Reduced Processing, Cash Receipting,  
Time Clock

District-wide Cash Receipting

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Attachments:

- Attachment A - Nutrition Services Description of Services (10 Pages)
- Attachment B - District-Wide Cash Receipting Description of Services (5 pages)
- Attachment C - RFP Signature Page
- Attachment D- Federal Debarment and Suspension
- Attachment E- Pricing Sheet
- Attachment F – Cooperative Purchasing Authorization Page

## Purpose

Federal Way Public Schools (FWPS) is requesting proposals from qualified contractors **primarily** to provide, install, and support a comprehensive, complete, and integrated hardware and software solution for the management of point of service (POS) and free and reduced processing for the National School Lunch Program (NSLP), School Breakfast Program (SBP), and Child and Adult Care Food Program (CACFP), cash receipting and a time clock system for Nutrition Services staff, in Nutrition Services. The Nutrition Services POS must be designed and have been successfully implemented in a challenging and fast-paced school environment to support cash receipting in the meal line and NSLP, SBP and CACFP meal service. **Secondarily**, FWPS is interested in contractors to provide, install and support a comprehensive, complete, and integrated software system for district-wide cash receipting. The district-wide cash receipting system must be able to support cash receipting at all District schools and departments including the sale of items, assignment of fees, collections of fees, collection of fines, etc. All transactions are tied to the appropriate customer number such as a student identification number. All transactions are to be tracked and reportable.

This Request for proposal is for awarding a firm fixed price agreement to cover a five (5) year period. The District may, at their sole discretion, extend the period of this agreement for an additional five (5) year option. The Contractor shall be notified in writing by the District's authorized representative of the District's intention to extend the agreement period at least thirty (30) calendar days prior to the expiration of the original agreement period, or any executed extension year.

It is the District's intention to go-live August 1, 2020, for Child Nutrition services. All installation and training shall be provided prior to the go-live date.

This RFP contains instructions for submitting a proposal, the procedures and criteria by which a Service Provider(s) will be selected and the terms by which the District proposes to govern the relationship between it and the selected Service Provider(s). Final award may be subject to further contract negotiations.

## About Federal Way Public Schools and Nutrition Services

FWPS population is comprised of 21 elementary schools, two (2) K-8 schools, seven (7) middle schools, four (4) high schools and six (6) auxiliary sites which serve approximately 22,730 scholars (see chart on page 5).

Federal Way Public Schools Nutrition Services Department (hereafter referred to as Department) served 2,615,844 meal equivalencies in the 2017-18 School Year (SY). The Department sponsors the SBP at 37 locations and the NSLP at 38 locations. In the 2018-19 school year, the Department sponsored the After School Snack Program at eight (8) locations and the SFSP at 41 locations. In addition, the Department provides breakfast, lunch and snack meals to Head Start and Early Childhood Education and Assistance Program (ECEAP) students at 11 locations.

Most students at the elementary schools are served in cafeterias adjacent to the school kitchen. A few elementary schools have remote kitchens and students at some schools eat lunch in the classroom. Secondary schools feed students from the kitchens, kiosks, and carts. All students complete the purchase transaction process typically within the first 10-15 minutes of lunch, allowing meal consumption to occur in the remaining time of the lunch period. Elementary schools have anywhere from two to seven lunch periods and serve up to 150 students per period. Secondary schools have two to three lunch periods and serve up to 350 students per period. The number of Point of Sale (POS) stations at each site varies depending on average daily participation, number of lunch periods, and physical setup of the kitchen/cafeteria.

The Department currently has computerized POS systems at each of the schools in the District. POS hardware uses an Ethernet connection for internet access. Wireless internet is available, but less reliable and not as fast as an Ethernet connection. Students are served meals at the POS by inputting their student ID number or scanning a bar code on a student meal card. Meal records are consolidated electronically, and all site-based data can be accessed from the central office.

The District currently operates a wide area network (WAN) covering all sites with 10/100/1000 Power over Ethernet (PoE+) services. Each serving area has at least one network data location available. The Point of Sale system must be compatible with existing network.

Secondarily, it is our intention to install a district-wide cash management system at all locations. The installation will be to manage one (1) point of sale per elementary, K-8 school sites, and miscellaneous other sites, two (2) or more for middle and high school applications, one (1) at Central Kitchen, and six (6) at the Educational Services Center.

## Locations

Grade Level	School Name	Enrollment	Estimated POS terminals	Estimated Cash Receiving Terminals
Elementary	Adelaide	402	1	1
	Brigadoon	383	1	1
	Camelot	358	1	1
	Enterprise	486	1	1
	Green Gables	379	1	1
	Lake Dolloff	437	1	1
	Lake Grove	367	2	1
	Lakeland	428	1	1
	Mark Twain	510	2	1
	Meredith Hill	504	1	1
	Mirror Lake	475	2	1
	Olympic View	428	2	1
	Panther Lake	426	2	1
	Rainier View	518	2	1
	Sherwood Forest	427	1	1
	Silver Lake	420	2	1
	Star Lake	371	1	1
	Sunnycrest	566	3	1
	Twin Lakes	367	1	1
	Valhalla	580	2	1
Wildwood	531	2	1	
K-8	Nautilus	578	2	1
	Woodmont	469	2	1
Middle	Illahee	877	3	2
	Kilo	678	3	2
	Lakota	800	3	2
	Sacajawea	790	3	2
	Sequoyah	591	3	2
	TAF @ Saghalie	637	3	2
	Totem	758	3	2
High	Decatur	1394	3	2
	Federal Way	1694	5	2
	Thomas Jefferson	1706	4	2
	Todd Beamer	1516	3	2
Auxiliary	Public Academy	315	1	1
	Truman	100	1	1
	Norman Center	43	1	1
	Open Doors	202	0	1
	Central Kitchen	N/A	2	1
	ESC	N/A	0	6
Total:		22737	77	56

Proper Submission for Proposal

1. **Request for Proposal Review:** Carefully review this RFP for defects or objectionable material.
2. **Request for proposal clarification:** Respondents may request an explanation of the intent or content of this RFP. Questions will be accepted by email to [RFP@fwps.org](mailto:RFP@fwps.org) until 4:00 PM, 01/22/2020. Responses and addendums, if any, will be posted to the district website by 4:00pm, 01/27/2020 at [www.fwps.org/RFP](http://www.fwps.org/RFP).  
Oral communication with any FWPS employee concerning this RFP shall in no way modify the RFP or the obligation of FWPS or the respondent.
3. **Submitting Proposals:** Envelopes containing RFPs must be sealed, marked, and addressed as shown in the example below. Put the RFP number (#FWPS-011020) and due date (01/31/2020) on the envelope of the RFP. Envelopes with RFP numbers annotated on the outside will not be opened until after the scheduled date and time. Envelopes not containing this information may result in a rejected proposal. The proposer shall provide three (3) identical hard copies of the proposal and two (2) electronic copies provided on individual flash drives.

Purchasing Department  
Federal Way Public Schools  
33330 8<sup>th</sup> Ave S  
Federal Way WA 98003

RFP #: **FWPS-011020**

RFP Title: Child Nutrition Point of Service and Free & Reduced Processing, Cash Receipting, Time Clock, and District-wide Cash Receipting

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4. **Addendums:** List all addendum(s) reviewed by name and addendum number on Attachment C- Signature Page.
5. **Miscellaneous:** Illegible proposals will be rejected. Retain a copy for your records. All proposals and other materials submitted become the property of Federal Way Public Schools. Public records are open to reasonable inspection by the public.
6. **Supplementary Information:** Following receipt of the proposals, FWPS may request that the respondents provide additional clarifying information pertaining to their responses. The information provided must be sufficient in the opinion of FWPS, to assure FWPS of the respondent's technical competence, business and technical organization, facilities, and the financial

resources are adequate to provide the services to satisfy completely the requirements in this RFP.

### Format for Proposal

This section describes the presentation format of the proposal responses. Each respondent must provide every component listed below.

1. **Description of Services:** Each proposal must contain a detailed description of how the respondent will provide each of the services outlined in Attachments A and B. Describe how any equipment modifications/upgrades, installations or replacement and list all equipment by make, model and quantity. This part of the proposal may also include descriptions of any enhancements or additional services the respondent will provide that are not mentioned in this RFP.
  - a. Attachment A – Child Nutrition Point of Service and Free & Reduced Processing, Cash Receipting, Time Clock
  - b. Attachment B – District-wide Cash Receipting Description of Services
  - c. Implementation and Installation Timeline- Please provide a detailed plan for implementation, installation, and training for district desired go-live of August 1, 2020 for Child Nutrition services. Additionally, provide a detailed plan for implementation, installation and training for District-wide cash receipting service following Child Nutrition service implementation.
2. **Signature Page:** Attachment C listing all required documents must be completed and returned as part of the proposal.
3. **Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The contractor shall complete and submit Attachment D- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as part of the proposal.
4. **Pricing Sheet:** The contractor shall use Attachment E- Pricing Sheet to present pricing based on a five (5) year contract. All associated costs shall be identified by line item. Any potential additional charges for labor, hardware, software, training, support or other incidentals must be clearly outlined within Attachment E.
5. **Cooperative Purchasing Authorization:** The contractor shall complete and submit Attachment F- Cooperative Purchasing Authorization as part of the proposal.

6. **Company Representative(s):** A representative must be assigned to FWPS. This representative must have been involved in the planning, processing, ordering and installation of the systems purchased for no less than two (2) years. The representative must be available to meet, in person or via telephone, with District staff, as needed, to review proposals and answer questions. Provide resume of representative appointed to FWPS.
  
7. **References:** Contractor shall provide a narrative demonstrating an established, successful track record of past performance in providing goods and services related to the requirements specified in this RFP. The narrative shall be limited to two (2) pages. The narrative shall include five (5) references. Within the five (5) references, include at least one (1) with experience in installations similar to the one proposed, at least one (1) with organizations of similar size, at least one (1) with installation within the past three (3) years, and at least one (1) located within the State of Washington. At a minimum include the following:
  - a. Name, size and location of the organization
  - b. The date range of installation
  - c. The name, addresses, and telephone number of contact person
  - d. If the system is integrated to a backend financial system, name the system
  - e. If the system is integrated to a backend Student Information System (SIS), name the SIS
  - f. How long has the system been operational

Evaluation Criteria / Selection Process

The District will evaluate all proposals received in compliance with the RFP instructions in two (2) phases. In phase one (1) proposals will be reviewed by District Personnel. In evaluating RFP responses, the District will award points to each response up to the maximum points that are listed for each of the following criteria:

<b>Criteria (each service will be evaluated by the criteria listed for that service)</b>	<b>Points Available</b>
Pricing	20
References	40
Description of Services	40

In phase two (2) proposers shall be prepared to demonstrate their company's software, hardware, and services upon request after submission of their proposal. This demonstration will involve a site visit to determine a company's ability to meet our requirements. Demonstrations will be scheduled by the District during the week of March 9 – 13, 2020 to include the representative staff needed to review the



proposals. In evaluating demonstrations, the District will award points up to the maximum points that are listed for each of the following criteria:

<b>Criteria (each service will be evaluated by the criteria listed for that service)</b>	<b>Points Available</b>
Demonstration of Vendor System	100

The award will be based on results of phase one (1) and phase two (2). Given that four (4) different services are sought, multiple awardees may be selected. It is also possible that one (1) service provider may be able to perform all services, and in this instance only one awardee may be selected. The District may also choose none or some of the software providers. FWPS reserves the right to purchase some or all hardware from existing contracts.

General Terms and Conditions

1. **Authority:** This RFP is written in accordance with R.C.W. 28A.335.190 and the applicable policies of Federal Way Public Schools.
2. **Compliance:** In the performance of a contract that results from this RFP the contractor must comply with all federal, state, and court regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable taxes.
3. **Taxes:** The District is required to remit Washington State Sales Tax including purchases outside of Washington where no sales tax is collected.
4. **Delivery:** Quoted prices are to be FOB Destination and shipping is to be prepaid and included (by the contractor). All items ordered may not be delivered to the same address within the District. All merchandise is subject to inspection and acceptance by District personnel before final payment.
5. **Packing Lists:** Packing lists must accompany all deliveries and include contractor’s name, purchase order number, unit of purchase, quantity shipped and quantity backordered. Packing lists are not considered invoices.
6. **Payment:** Federal Way Public Schools’ payment terms are NET 30. Invoices should be reviewed for accuracy to reflect information and pricing as proposed. At discretion of the District, partial payments will be made for partial deliveries.
7. **Continuing Obligation of Contractor:** Notwithstanding the expiration date of a contract resulting from this RFP, the contractor is obligated to fulfill its

responsibilities until warranties, guarantees, maintenance and parts availability requirements have completely expired, and beyond.

8. **Right of Inspection:** The Contractor shall provide right of access to its facilities to Federal Way Public Schools, or any of its officers, authorized agent or official, at reasonable times, in order to monitor and evaluate performance, compliance and/or quality assurance under this contract.
9. **Suitable Materials:** Unless otherwise specified, all materials, supplies or equipment offered in the RFP shall be new, unused, of the latest edition, version, and model or of recent manufacture. All products offered shall meet or exceed the applicable requirements of OSHA and WISHA.
10. **Firm Offer:** For the purpose of award, offers made in accordance with this RFP must be good and firm for a period of ninety (90) days from the RFP due date.
11. **Extension of Prices:** In case of error in the extension of prices in the RFP, the unit prices will govern, in a lot RFP the lot prices shall govern.
12. **RFP Preparation Costs:** Federal Way Public Schools will not be liable for any costs incurred by the RFP preparation.
13. **RFP Rejection:** Federal Way Public Schools reserves the right to reject any or all proposals, and to waive informalities or irregularities in any proposal. No faxed, e-mailed, or "postage due" proposals will be accepted.
14. **Addendums:** If it is necessary for Federal Way Public Schools to issue an addendum to this RFP it will be posted to the district website by 4:00pm, 01/27/2020 at <https://www.fwps.org/RFP>. All official clarifications or interpretations of the RFP documents will be by written addendum. Clarification given in any other form will be unofficial. It is the contractor's responsibility to be aware of addendum(s) associated with an RFP.
15. **Contract Funding:** Contractors are advised that the District anticipates the availability of funds for this RFP. Quantities identified are the **estimated** number of each item needed and will be used in the proposal evaluation process; however, the District reserves the right to increase or decrease actual quantities ordered. Unit pricing must be valid regardless of quantity ordered. Individual items may be awarded individually.

16. **Assignment (RFP):** Assignment of the rights and duties under a contract or Purchase Order resulting from this RFP is not permitted unless authorized in writing by Federal Way Public Schools Purchasing Department.
17. **Force Majeure:** (Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing any of its obligations under this agreement, if that failure default is caused by any unforeseeable Force Majeure, beyond the control of and without the fault or negligence of the contractor. For the purposes of this RFP, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
18. **Late RFP'S:** Late RFPs are those received after the date and time set for the receipt of the RFPs **and will be rejected.**
19. **Default:** In case of default by the contractor, for any reason whatsoever, Federal Way Public Schools may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
20. **Hold Harmless:** The contractor will indemnify, hold harmless and defend the school district, its officers, agents and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the contractor, subcontractor or anyone directly or indirectly employed by them in the performance of this contract.
21. **Jurisdiction:** This RFP has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this RFP shall be governed by the laws of the State of Washington, King County, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this RFP or any provisions thereof shall be instituted and maintained and venue shall be only in the courts of competent jurisdiction in King County, Washington.

- 22.**Order Documents:** Federal Way Public Schools is not bound by a contractor contract signed by a person who is not specifically authorized to sign for Federal Way Public Schools.
- 23.**Billing Instructions:** Invoices must be billed to the invoicing e-mail address shown on the Purchase Order and not to the Purchasing Department. Federal Way Public Schools will make payment after it receives the merchandise or service in an acceptable manner and an accurate invoice. Software must be installed and all setup complete prior to invoicing. Questions concerning payment must be addressed to Federal Way Public Schools Accounts Payable Department.
- 24.**Copyright Provisions:** Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Federal Way Public Schools. Federal Way Public Schools shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title and interest in Materials, including all intellectual property rights, to Federal Way Public Schools effective from the moment of creation of such Materials. Materials means all terms in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 25.**Samples:** In some cases, samples are requested to be furnished by the Contractor at no charge to the District to determine acceptability of any item. All samples must be labeled with Contractor's Name, RFP Number and RFP Item Number. If the contractor desires samples be returned, the contractor shall be responsible for all arrangements and associated costs.
- 26.**RFP Changes or Withdrawal:** All changes and erasures must be made before proposal due date and time, and initialed. Contractor may not withdraw their proposal after the RFP due date and time.
- 27.**Insurance:** The following insurance is required and must be kept in force during the term of the contract. All required insurance must be in place prior to the start of any work. Federal Way Public Schools shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage. **Federal Way Public Schools must be named additional insured with endorsement provided.**

### **Commercial General Liability**

- a. Written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and
  
- b. \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not limited to: blanket contractual, products/completed operations, broad form property damage, explosion, collapse and underground (XCU) if applicable and employer's liability.

### **Professional Liability Insurance**

- a. Limits no less than \$1,000,000.00 per occurrence.

28. **Confidentiality / Safeguarding of Information:** The Contractor shall not use or disclose any information concerning Federal Way Public Schools, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of Federal Way Public Schools, or as required by law, during the term of this contract and beyond.

29. **Severability:** The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this contract.

30. **Contractor Employees-access to children:** The contractor is prohibited from employing any person who may have contact with children at public schools during completion of this contract who has pled guilty to or been convicted of crimes listed in R.C.W. 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of this contract.

31. **Indemnification:** The respondent agrees to indemnify and hold harmless FWPS, its officers, employees, directors, agents and other representatives, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the respondent's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services, performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the respondent and / or its officers, employees, directors, agents, subcontractors or other representatives under this agreement, all to the extent of the respondents negligence.

32. **Litigation:** In the event that any term of the contract is the subject of litigation, it is agreed that the unsuccessful party in the litigation shall pay to the successful party the successful party's reasonable attorney's fees and court costs incurred including court costs and attorney's fees incurred in appellate proceedings.
33. **Venue and Jurisdiction:** The terms and conditions of this RFP constitute the sole and entire agreement among parties and the laws of the State of Washington shall govern any disputes. In the event of litigation concerning this agreement, venue shall be in the courts of King County, State of Washington.
34. **Non-Discrimination:** FWPS does not discriminate on the basis of disability in admission to, access to, or operation of, its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communication or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to the Purchasing Department. Contractors should provide as much advance notice as possible.
35. **Independent contractor:** The respondent or contractor is for this purpose considered an independent contractor providing services for FWPS. Neither the respondent/contractor nor any of his employees are employees of the District or any agency or division, nor will they be considered employees of the District under any subsequent amendment to the contract unless otherwise expressed.

The respondent further agrees to be responsible for Workers Compensation coverage for his/her employees or, if entering into the contract as a sole proprietor or a member of a partnership. The respondent agrees to comply with all provisions of Washington State law with respect to Worker's Compensation coverage and to provide the Purchasing Department with proof of compliance with the relevant statutory provisions cited therein.

**36. Installation:**

General: The work to be done hereunder includes the furnishing of all labor, materials, transportation, tools, supplies, software, and appurtenances unless specifically excepted, necessary for the complete and satisfactory accomplishment of the project.

Installation and setup will be by qualified representatives of the respondent who will also provide any fine-tuning of the software necessary to ensure

proper performance. The District seeks a system that is as “turnkey” as possible, i.e. “ready to go”.

**Safety of Work:** The resulting Contractor shall take all reasonable precautions to preclude any injury to persons or property, including provision of safety equipment or protective devices, and shall erect and maintain warning signs, barricades and other safeguards as are required by law.

**Inspection:** The resulting contractor shall allow access to all phases of work of the contract, permitting inspection by the FWPS Director of Nutrition Services or designee (s). The Director of Nutrition Services shall advise and confer directly with the resulting Contractor as to what steps are to be undertaken and when those procedures are to take place. The Director of Nutrition Services shall have the full authority to stop work in progress in order to confer with the Contractor, colleagues, or other professionals in order to determine the next appropriate procedure or changes in work.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. The resulting Contractor shall respond within seven (7) calendar days after notice of observed defects have been given and they shall proceed to immediately remedy the defects. Should the Contractor fail to respond to the notice or not remedy the defects, FWPS shall have the work corrected at the expense of the Contractor.

**Clean Up:** The contractor shall keep the premises free from debris and accumulation of waste; uncrate, set in place, test the equipment for operation, and remove all debris before final payment by FWPS.

**37. Rights and Remedies / Termination of Contract:** Termination by Mutual Agreement: The parties, by mutual agreement given in writing, may terminate this agreement by giving a ninety (90) day written notice.

**Termination for Cause:** Any default or deviation from the terms of the award during the contract period may result in cancellation of the agreement.

In case of default by either party, cancellation shall proceed as follows:

Written notification of default shall be presented to the offending party or sent by certified mail requiring remedy to the default and written explanation to be complete within ten (10) days of receipt of such notification. Failure to affect such corrections shall be grounds for immediate cancellation.

If notice of default has been repetitive or overall performance of the contract is unsatisfactory; if the same default repeats on more than two (2) occasions, the third default of any nature shall cancel the contract.