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Enactment Date	6/26/2024 os

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Carmelita Reyes, Senior Operations Director, Strategic Initiatives

Meeting Date June 26, 2024

Subject Approval of Resolution No. 2324-0254 Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With EMS LINQ, LLC (TITAN) for Nutrition Management Systems Software (Titan) – Nutrition Services Department

Ask of the Board Approval by the Board of Education of Resolution No. 2324-0254 Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With EMS LINQ, LLC (TITAN), Wilmington, NC, Properly Entered Into Through the Education Technology Joint Powers Authority; and to purchase EMS LINQ, LLC Nutrition Management System Software (TITAN) digital education products and services for the period of July 1, 2024 to June 30, 2025, in the amount not to exceed \$169,442.50

Background and Discussion The Nutrition Services Department needs to establish a new bid and contract to continue implementation of a comprehensive, integrated technology-based software program specifically designed for school nutrition programs to provide data in real-time in order to manage both the Central Kitchen operations as well as the individual school site operations together to ensure a smooth and seamless process for meal service to Oakland Unified School District students.

Approval by the Board of Education for the Nutrition Services Department to become an associate member of the Education Technology Joint Powers Authority (Ed Tech JPA) took place on January 22, 2020. As an associate member of the Ed Tech JPA, the Nutrition Services Department can piggyback on the existing contracts executed by the Ed. Tech JPA for the benefit of all their members without the need for competitive bidding. EMS LINQ, LLC (TITAN) solutions submitted a proposal to Ed. Tech JPA for RFP No. 23/24-01, the proposal was approved and awarded on October 26th, 2023 during a Special Governing Board meeting of the JPA. The Nutrition Services Department is utilizing the piggyback exemption to

competitive bid requirements in order to contract services with EMS LINQ, LLC (TITAN).

EMS LINQ, LLC (TITAN) provides comprehensive, integrated solutions with real-time information on demand. All modules are in place, fully integrated for the most efficient and effective program possible. EMS LINQ, LLC (TITAN) automates point of sale, application processing, parent portal & prepayments, inventory management, procurement, production, menu planning, distribution/central kitchen inventory management, catering, non-nutrition payment processing, reporting & analysis, point of sale terminals, federal forms, and reporting and compliance documentation. In addition, EMS LINQ, LLC (Titan) includes Professional Development Training Services at an additional fee, also included within the options of RFP No 23/24-01, for which a second quote is included.

Fiscal Impact

First Year 2024/25: \$169,442.50

- \$161,442.50 Nutrition Management System Software + \$8,000 Nutrition Professional Services (Staff Training)

In-Kind Contributions

No in-kind contributions.

Funding Source(s)

Nutrition Services Cafeteria Fund 13

Attachment(s)

- Resolution No. 2324-0254 EMS LINQ, LLC (TITAN) Nutrition Management System Software
- EMS LINQ, LLC (TITAN) price proposal
- Education Technology Joint Powers Authority Agenda, Special Board Meeting, Action Item approval of award of RFP No. 23/24-01 Nutrition Management System

**RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2324-0254

EMS LINQ, LLC NUTRITION MANAGEMENT SYSTEM SOFTWARE (TITAN)

**Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With
EMS LINQ, LLC (TITAN) Properly Entered Into Through the Education Technology Joint Powers
Authority**

WHEREAS, Public Contract Code section 20118 (“section 20118”) permits a school district, “without advertising for bids,” to contract with “any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor” if the school Board determines it to be in the “best interests of the district”;

WHEREAS, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency “under the same terms that are available to the public corporation or agency under the existing contract”;

WHEREAS, Education Technology Joint Powers Association (“EdTech JPA”) is a cooperative purchasing organization that makes contracts available for “piggybacking” to state and local governments, including school districts;

WHEREAS, EdTech JPA issued RFP No. 23/24-01 on September 15, 2023, to request proposals from responsive vendors to provide best value solutions for nutrition management system software;

WHEREAS, the proposal submitted by EMS LINQ, LLC (TITAN) was approved and awarded by Ed Tech JPA at the October 26th, 2023 Special Governing Board Meeting;

WHEREAS, an associate member of the Ed Tech JPA, the Nutrition Services Department will benefit from not having to separately negotiate contract terms, pricing, and data privacy agreements for the purchase of EMS LINQ, LLC (TITAN) NUTRITION MANAGEMENT SYSTEM SOFTWARE digital education products and services;

WHEREAS, EMS LINQ LLC (TITAN) NUTRITION MANAGEMENT SYSTEM SOFTWARE has the following capacities: point of sale, application processing, parent portal & prepayments, inventory management, procurement, production, menu planning, distribution/central kitchen inventory management, catering, non-nutrition payment processing, reporting & analysis, point of sale terminals, federal forms, and reporting and compliance documentation; professional development training services, all while remaining in compliance, the Nutrition Services Department needs the most effective school nutrition management software solution that can be accessed by OUSD staff, school administrators, site staff, central kitchen staff as well as parents who will be able to use the online meal application processing portal giving them access to meal benefits as well as be able to monitor student meal consumption and meal account balances.

WHEREAS, in order to successfully manage the many areas of responsibility which school meal programs are regulated by; ranging from the meal application processing and verification of income to recipe development, ingredient control, menu planning, delivery of meals, service of meals to students and reconciliation of meals served, all while remaining in compliance, the Nutrition Services Department needs the most effective school nutrition management software solution that can be accessed by OUSD staff, school administrators, site staff, central kitchen staff as well as parents who will be able to use the online meal application processing portal giving them access to meal benefits as well as able to monitor student meal consumption and meal account balances.

NOW, THEREFORE, BE IT RESOLVED, the Board of Education supports the Nutrition Services Department's purchase of EMS LINQ, LLC (TITAN) NUTRITION MANAGEMENT SYSTEM SOFTWARE, the needed technology based software solutions, to fully support the meal service programs provided to OUSD students, parents and staff.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 26th day of June, 2024, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Jennifer Brouhard, Valerie Bachelor, Jorge Lerma, Clifford Thompson, President
Benjamin Davis

NOES: None

ABSTAINED: None

RECUSED: None


ABSENT: Vida Mendoza (Student Director), Anevay Cruz (Student Director) VanCedric Williams, Vice President Mike Hutchinson

CERTIFICATION


We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 26, 2024.

Legislative File	
File ID Number:	24-1556
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By:	OS

OAKLAND UNIFIED SCHOOL DISTRICT

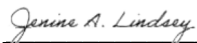


Benjamin "Sam" Davis
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approved As To Form by OUSD Legal Department

 06/14/24

Jenine Lindsey
Interim General Counsel

EMS LINQ

Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427 Email:
sechols@linq.com

Q-126446-1
7/1/2024
6/30/2024

Quote #:
Start Date:
Expires On:

Customer Contact

Carmelita Reyes (510)879-1700
carmelita.reyes@ousd.org

Bill To

Oakland Unified School District
2850 West Street
Oakland, California 94608

SALESPERSON	EMAIL	PAYMENT TERMS
Shayna Echols	sechols@linq.com	Net 30

QTY	PRODUCT	NET PRICE	EXTENDED
1.00	Central Kitchen (TCEN100)	\$828.00	\$828.00
1.00	Digital Menu Board (TMB101-75)	\$184.50	\$184.50
124.00	Nutrition Front of House - Annual Subscription	\$895.00	\$110,980.00
139.00	Point of Service Included in Bundle	Included	\$0.00
124.00	Student Management, Eligibility & Reporting	Included	\$0.00
86.00	Nutrition Back of House Plus - Annual Subscription	\$575.00	\$49,450.00
1.00	Menu Planning	Included	\$0.00
86.00	Production Records	Included	\$0.00
91.00	Inventory	Included	\$0.00
1.00	Purchasing	Included	\$0.00
Subtotal:			\$161,442.50



Tax:	\$0.00
Shipping:	
Grand Total:	\$161,442.50

- For subsequent years within the term bound by the Start Date and End Date detailed on this quote, LINQ is entitled to increase the fees specified in the Order Form to the then-current subscription fees for the LINQ Products, as set forth in the LINQ price list in effect as of such date.
- Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that LINQ receives your purchase order.
- In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.
- Ground shipping or most reasonable shipping costs will be added to the invoice after shipment for all Hardware orders.
- You will be required to pay LINQ for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of Professional and Support Services.
- All invoices shall be paid within thirty (30) days of the date of invoice.
- All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ Master Subscription Agreement.
- This quote is subject to and incorporates the terms and conditions of the LINQ Master Subscription Agreement found at <https://www.linq.com/legal-msa/>

EMS LINQ Inc, all rights reserved
Q-126446

Carmelita Reyes
(510)879-1700
carmelita.reyes@ousd.org

EMS LINQ
Connecting the K-12 Community

Oakland Unified School District
2850 West Street
Oakland, California 94608



2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427 Email:
rpucher@linq.com

Q-126927-1
7/1/2024
6/30/2025
7/1/2024

Quote #:
Start Date:
End Date:
Expires On:

Customer Contact

Bill To

Superintendent:

Tax:	\$0.00
Shipping:	\$0.00
Grand Total:	\$8,000.00

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Rob Pucher	rpucher@linq.com	12 months	Net 30

Terms & Conditions

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	NET PRICE	EXTENDED
40.00	Nutrition Professional Services		\$200.00	\$200.00	\$8,000.00
				Subtotal:	\$8,000.00

Additional Comments



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Q-126927

- For subsequent years within the term bound by the Start Date and End Date detailed on this quote, LINQ is entitled to increase the fees specified in the Order Form to the then-current subscription fees for the LINQ Products, as set forth in the LINQ price list in effect as of such date.
- Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that LINQ receives your purchase order.
- In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.
- Ground shipping or most reasonable shipping costs will be added to the invoice after shipment for all Hardware orders.
- You will be required to pay LINQ for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of Professional and Support Services.
- All invoices shall be paid within thirty (30) days of the date of invoice.
- All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ Master Subscription Agreement.
- This quote is subject to and incorporates the terms and conditions of the LINQ Master Subscription Agreement found at <https://www.linq.com/legal-msa/>
- The parties below acknowledge that they have read the agreement, understand it and agree to be bound by its terms.

Customer: Carmelita Reyes Oakland Unified School District Signature:
Name: Carmelita Reyes
Business Title: Sr. Operations Director Strategic Initiatives OUSD
Authority Level: Senior Director
Date: May 23, 2024

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Q-126927



**ED TECH JPA MASTER AGREEMENT:
RFP No. 23/24-01 Nutrition Management System**

This Master Agreement ("MA"), is made as of 10/26/2023 ("Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA") and EMS LINQ, LLC ("Vendor").

BACKGROUND

A. Education Technology JPA is a Joint Powers Authority formed by California public agencies pursuant to California Government Code Sections 6500-6536. Ed Tech JPA aggregates purchasing power and expertise for its members ("Members").

B. Ed Tech JPA establishes its contracts for products and services through the following process:

1. On July 28, 2023, Ed Tech JPA issued a Request for Proposal for nutrition management system (the "RFP") on behalf of Members. Ed Tech JPA invited qualified vendors to submit pricing products and services in response to the RFP.

2. Ed Tech JPA published the RFP on its website and in a local periodical:

3. Ed Tech JPA received one or more responses to the RFP. Ed Tech JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.

4. Ed Tech JPA selected Vendor for an award under the RFP for nutrition management systems and related services ("Products"). The parties are entering this Master Agreement ("MA") to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

Ed Tech JPA awards this MA to Vendor under the RFP with respect to the Products at the prices listed in Exhibit A. Vendor accepts the award and confirms Vendor's acceptance of all terms and conditions of the RFP, which are incorporated herein by this reference. The RFP, Vendor's proposal in response to the RFP ("Vendor's Proposal"), and the Standard Student Data Privacy Agreement ("NDPA") are incorporated herein by this reference. This MA includes the Products and pricing offered in Vendor's Proposal, as identified in the RFP. Prices will remain valid for all Members through the expiration of the MA and for Members with an active Purchase Agreement with Vendor ("Participants") through the expiration of any Purchase Agreements ("PA") entered into directly between Vendor and Participants during the term of this MA.

2. TERM

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of five (5) years. The Agreement may be terminated by Ed Tech JPA or Vendor for convenience after three years by the giving of notice of at least thirty (30) days before the expiration of the (3) year term. The parties understand that Participants may order Products under this MA to be delivered after the Term of this MA; in some cases, Products may be delivered over multiple years after the Term. The expiration or termination of this MA shall not affect Vendor's obligation to deliver Products as ordered by Participants during the Term.

3. PARTICIPANTS

The pricing, terms, and conditions of this MA will be made available to Members and to other "Eligible Entities" who elect to become Members. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency

in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Products through a procurement vehicle such as Ed Tech JPA.

Vendor acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of Vendor and Products for Participant's needs, (b) entering into one or more PAs with Vendor to document the quantities, total fees, and delivery terms for Products, and (c) coordinating implementation of Products with Vendor.

Vendor is not under any contractual obligation to provide Products to Participants until such time as both a MA and a PA have been fully executed. The RFP was conducted for the limited purposes specified in the RFP. Ed Tech JPA does not provide assurance or warranty to Vendor or Participant with respect to other issues, including Participant's payments to Vendor. Ed Tech JPA will not assist in implementation or represent Vendor in the resolution of disputes with Participants.

4. PURCHASE AGREEMENTS

Members may browse products on the JPA website. Prior to executing a PA, Members will work with a Vendor representative to determine the Vendor implementation timeline and implementation plan ("Implementation Plan") as further described in the RFP. To confirm Participant's request to buy Products using the RFP, Participant and Vendor must complete and execute a PA for the specific Products. Vendor shall provide a copy of complete PAs to Ed Tech JPA within thirty (30) days of request by Ed Tech JPA.

The PA will contain a general description of the Products ordered, contact information for Vendor and Participant related to purchase and sale of the Products, and an acknowledgement that the purchase is subject to the terms of the RFP and this MA. Participant and Vendor may agree on contingencies, such as timing contingencies, applicable to delivery of Products.

Vendor will work directly with a Participant to fulfill the order according to the parties' agreed-upon Implementation Plan. Ed Tech JPA is not responsible to verify payment to Vendor.

5. PROGRAM PROMOTION

It is in the interest of both parties that Vendor will promote and support this MA using methods that best suit the Vendor's business model, organization, and market approach. Ed Tech JPA specifically desires Vendor to generate interest in the MA, and direct Eligible Entities who express an interest in making a purchase or renewing use of Products to use its MA as Vendor's preferred form of contracting.

Vendor may be asked to participate with Ed Tech JPA staff in related trade shows, product demonstrations, conferences, and online presentations to promote the MA. Ed Tech JPA will promote MAs through the creation of marketing materials, as well as active outreach to its Members.

Ed Tech JPA expects Vendor's field and internal sales forces will be trained and engaged in use of the MA for the duration of the contract term.

Ed Tech JPA may schedule periodic reviews with Vendor to evaluate Vendor's performance of the commitments outlined in this MA, as well as leads, current projects and projected sales.

6. INVOICING FOR SERVICES

Vendor shall invoice each Participant for Products and Participant shall disburse payment to Vendor upon receipt of the fully executed PA between Participant and Vendor. The PA is between Vendor and Participant. Ed Tech JPA does not guarantee timely payment.

7. PRODUCT ADDITIONS/DELETIONS

Vendor may add or delete Products introduced or removed from the market under the following conditions:

- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or are substantially equivalent to original Products listed in the RFP, Vendor's Proposal, the MA and/or any PAs, or added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Products that Vendor did not have at the time Vendor's Proposal was submitted;
- C. Vendor receives an executed Amendment to the MA;
- D. Vendor receives an executed Amendment to any applicable PA.

8. MINIMUM PRICE GUARANTEE

Vendor agrees not to sell directly, or through a reseller, the Product at a price lower than the price offered in the RFP and this MA to Ed Tech JPA's Eligible Entities located in California (regardless of whether the Eligible Entity is a Member), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

During the period of delivery under a contract resulting from this RFP, if the price of the Product decreases, Members entering into a new PA shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the MA to reflect the decreased pricing. At no time shall the prices charged to Members exceed the prices under which the RFP was awarded. Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the Products.

9. EXPENSES.

Ed Tech JPA shall not be liable to Vendor for any costs or expenses paid or incurred by Vendor in providing Products and Services for Ed Tech JPA or Members.

10. COMPLIANCE WITH APPLICABLE LAW

The Products must meet the approval of the Ed Tech JPA and shall be subject to the Ed Tech JPA's general right of inspection to secure the satisfactory completion thereof. Vendor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor, Vendor's business, the Products, equipment and personnel engaged in Products covered by this MA or accruing out of the performance of such Products. If Vendor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, Vendor shall bear all costs. Vendor has executed the Standard Student Data Privacy Agreement (NDPA). The parties acknowledge that for the purposes of the CCPA, Vendor will not (a) retain, use or disclose Member data for any purpose other than for the specific purpose of providing the Products specified in the MA and PA, or (b) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Member data to another business or third party for monetary or other valuable

consideration. Without in any way limiting the foregoing, the parties agree that Vendor is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq. & § 1798.140(v) and that nothing about the MA, PA, or the Products involves a "selling" or a "sale" of Member data under Cal. Civ. Code §1798.140(t)(1).

In accordance with the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act, all Products provided under this Agreement shall comply to those applicable rules of the Web Content Accessibility Guidelines ("WCAG 2.0") and such iterations of WCAG as may become applicable during the term of this Agreement.

11. PERMITS/LICENSES

Vendor and all Vendor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this MA.

12. INSURANCE

Vendor shall insure Vendor's activities in connection with the Products under this MA and agrees to carry insurance as specified in the RFP to ensure Vendor's ability to adhere to the indemnification requirements under this MA.

Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to Ed Tech JPA, members of Ed Tech JPA 's board of trustees, and the officers, agents, employees and volunteers of Ed Tech JPA, individually and collectively, as additional insureds, using language as set forth below:

Ed Tech JPA, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Ed Tech JPA shall be excess and noncontributory.

13. TRANSACTION REPORTING

Vendor will comply with all reasonable requests by Ed Tech JPA for information regarding Vendor's transactions with Participants, including transmittal of transaction data in electronic format. Vendor will report to Ed Tech JPA all Products ordered by Participants, in reasonable detail ("Quarterly Reports"), no later than the reporting period outlined in this MA. Quarterly Reports will include details related to PAs, including but not limited to: term dates, Vendor name, purchase price, Admin Fee amount, new/renewal purchase. Vendor acknowledges that Ed Tech JPA will track the use of this MA through databases managed by Ed Tech JPA. Vendor agrees that all fully executed PAs will be accurately and timely reported to Ed Tech JPA.

14. ADMINISTRATIVE FEE

A. Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as five hundred dollars (\$500.00) for each Participant agreement with Vendor (Individual Transaction) totaling fifteen thousand dollars (\$15,000.00) or more, based on an award under the RFP and all revenue derived directly from any Purchase Agreement, including any additional services, and agreement extensions or renewals. The Administrative Fee shall be waived for each Individual Transaction totaling under fifteen thousand dollars (\$15,000.00).

An Individual Transaction is defined as the total sale made by Vendor to individual Ed Tech JPA Members for each Ed Tech JPA Agreement within the same Reporting Period/Quarter.

Computations of the Admin Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Admin Fee is not refundable to Participants or Vendors under any circumstances. In the event the Ed Tech JPA board of directors determines to modify the Admin Fee or how it is calculated, the changes shall be communicated to Vendors and updated on the website. Such changes shall take effect no sooner than thirty (30) days after notifying Vendor and shall apply to all PAs entered into thereafter. The Admin Fee shall not be increased to over four percent (4%). Vendor shall be permitted to amend the MA pricing in the attached Exhibit A in direct proportion to the adjusted Admin Fee.

B. Quarterly Reports shall be reported and Admin Fees shall be payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 15 *to allow for fiscal year end
July 1 - September 30	October 31
October 1 - December 31	January 31

C. Vendor must submit a check, payable to Education Technology Joint Powers Authority remitted to:

Ed Tech JPA
% Clovis Unified School District
Business Services Department
1450 Herndon Ave
Clovis, CA 93611

D. The Admin Fee shall **not** be included as an adjustment to Vendor's Proposal and MA pricing.

E. The Admin Fee shall **not** be invoiced or charged to the Participant.

F. Payment of the Admin Fee is due from Vendor to Ed Tech JPA when Vendor submits Quarterly Reports or when Vendor receives payment from Participant(s), whichever is later.

G. Any payments that a Vendor makes to Ed Tech JPA after the due date as indicated in this MA shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.

H. Failure to meet Quarterly Reporting, Admin Fee requirements, and to submit fees on a timely basis shall constitute grounds for suspension of this contract.

15. CONTRACT MANAGEMENT

A. The primary Vendor contract manager for this MA shall be as follows:

Name: EMS LINQ, LLC

Attn: Mark Werner

Address: 2528 Independence Blvd., Ste 200, Wilmington, NC 28412

Email: proposals@linq.com

Phone: 910-799-0121

B. The primary Ed Tech JPA contract manager for this MA shall be as follows:

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

EdTechJPA@iusd.org

949-936-5022

C. Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.

16. INDEMNIFICATION

To the extent permitted under applicable law, Vendor will defend, indemnify and hold harmless Ed Tech JPA and its directors, officers, employees, volunteers, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Product infringes or misappropriates the proprietary or intellectual property rights of a third party; (ii) that results from the negligence or intentional misconduct of Vendor or its employees or agents; or (iii) that results from any breach by Vendor of any of the representations, warranties or covenants contained herein or in any direct communication and/or agreement between Vendor and any Member; or (iv) any allegation that the Product does not conform to WCAG 2.0.

To the extent permitted under applicable law, Ed Tech JPA will defend, indemnify and hold harmless Vendor and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of Ed Tech JPA or its employees or agents or (ii) any breach by Ed Tech JPA of any of the representations, warranties or covenants contained herein.

The Parties subject to a claim or suit under this section shall promptly provide the other notice in the manner specified in Section 21, below.

17. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, each party shall cover its own attorney's fees.

18. SEVERABILITY

In the event that any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

19. DEFAULTS

In the event that Vendor defaults in its obligations under this MA, and if such default is not cured within thirty (30) days after notice of the default from Ed Tech JPA to Vendor, then Ed Tech JPA may pursue any available remedies against Vendor including, but not limited to, termination of this MA.

20. GOVERNING LAW AND VENUE

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: Vendor acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

21. NOTICES

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

22. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this MA in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this MA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

23. INDEPENDENT CONTRACTOR

Vendor, in the performance of this MA, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of Ed Tech JPA, and are not entitled to benefits of any kind or nature normally provided to employees of Ed Tech JPA and/or to which Ed Tech JPA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Products to be provided under this MA. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions,

including unemployment insurance, social security and income taxes with respect to Vendor's employees.

24. FORCE MAJEURE

Neither party shall be deemed to be in violation of this MA if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this MA by providing a written notification and shall not be liable to the other for failure to perform its obligation.

25. COUNTERPARTS

This MA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

26. AUTHORIZED SIGNATURE

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

27. SURVIVAL

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 13 through 21, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

28. EXHIBITS


This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

29. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This MA, the RFP, Vendor's Proposal, and the NDPA are the entire agreements between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this MA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no Vendor terms or conditions stated in Vendor 's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this MA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this MA; (2) any exhibit, schedule, or addendum to this MA; (3) the NDPA; (4) the body of the PA; (5) any exhibit, schedule, or addendum to the PA; (6) Vendor's Proposal; and (7) the RFP.

<<Signature Page Follows>>

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date.

Education Technology Joint Powers Authority EMS LINQ, LLC



By: Brianne Ford
Its: President of the Board

10/31/23
Date



By: Mark Fredericks
Its: Controller

10/25/2023
Date

Exhibit A
Ed Tech JPA Pricing

Pricing Form				
One Time Costs (Solution)				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Implementation <i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>	1-25 sites	FOH \$2,400-\$3,300 BOH Basic \$2050-\$2700 BOH Add On \$1,650-\$2,050 BOH Plus \$3700-\$4800 Full Solution \$6,100 - \$8,100	Yes	1-5 years
Training <i>Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>	See Section 1.15.7		Yes	N/A
Other <i>Please Describe:</i>	N/A	N/A	N/A	N/A
Annual Recurring Costs				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Tier 1 Licensing <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	<u>0-25 School sites</u> to qualify for Tier 1	FOH \$995/site BOH Basic \$325/site BOH Inv/Pur \$450/site BOH All \$675/site Full Solution \$1,495	No Annual Subscription	N/A
Tier 1 Maintenance & Support		Included in price of Annual Subscription	N/A	N/A
Tier 1 Upgrade & Update Costs <i>Including but not limited to: Updated training materials and release notes.</i>		Included in price of Annual Subscription	N/A	N/A

Tier 1 Other <i>Please Describe:</i>				
Tier 2 Licensing <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	26 School sites to qualify for Tier 2	FOH - \$895/site BOH Basic \$225/site BOH Inv/Pur - \$350/site BOH All - \$575/site Full Solution - \$1,395	No Annual Subscription	N/A
Tier 2 Maintenance & Support	Included with Annual Subscription		N/A	N/A
Tier 2 Upgrade & Update Costs <i>Including but not limited to: Updated training materials and release notes.</i>				
Tier 2 Other <i>Please Describe:</i>				
Optional Services/Solutions				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Optional Services/Solutions 1 <i>Check box if required to meet minimum requirements of this RFP</i>	Please see our detailed quote on the following pages.			
	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		
	<i>If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:</i>			
Optional Services/Solutions 2 <i>Check box if required to meet minimum requirements of this RFP</i>				
	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		

	<p><i>If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:</i></p>	
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Pricing Form - Online Payment Processing				
Online Payment Processing				
Payment Processing Fees/Rates <i>(Ed Tech JPA recognizes that these fees are subject to change and are separate from proposed pricing. Members are encouraged to get current fees/rates prior to contracting with awarded Vendors)</i>				
Item	Criteria <i>(Describe criteria for cost tier if applicable, e.g., Participants with > \$10,000 in transactions daily)</i>	Paid By <i>(Indicate if fees can be configured to be paid by the parent/consumer, Participant/organization or either)</i>	Rate/Cost Per Transaction	Price Escalators <i>(Indicate how the price may change, e.g., if increases are tied to federal interest rates or annual adjustments. Identify any limits or maximum increases)</i>
Flat Rate Per Transaction	\$2.85	Fees can be customized by Participant to either Parent/Consumer or Participant/Organization.		
Percentage Per Transaction	3.95%	Fees can be customized by Participant to either Parent/Consumer or Participant/Organization.		
Other <i>(Describe how Fees are Calculated)</i>	3.95% of the total with minimum of \$2.85 per transaction			

EMS LINQ

Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: lheggem@linq.com

Quote #: Q-105401-1
Start Date: 11/1/2023
End Date: 10/31/2024
Expires On: 10/8/2023

Customer Contact
Michelle Bennett
(949)936-5000
michellebennett@iusd.org

Bill To
Irvine Unified School District
5050 Barranca Pkwy
Irvine, California 92604

Superintendent:

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Lance Heggem	lheggem@linq.com	12 months	Net 30

Terms & Conditions

1-25 Sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Nutrition Front of House - Annual Subscription	LN-FOHAS-1.0	\$1,125.00		\$995.00
1.00	- Point of Service Included in Bundle	LN-B-POSIB-1.0	Included		
1.00	- Student Management, Eligibility & Reporting Included in Bundle	LN-B-SMER-1.0	Included		
1.00	Nutrition Back of House Basic - Menus Annual Subscription	LN-BOH1BAS-1.1	\$325.00		\$325.00
1.00	- Menu Planning Included in Bundle	LN-B-MP-1.0	Included		
1.00	- Production Records	LN-B-PR-1.0	Included		
1.00	Nutrition Back of House Basic - INV Annual Subscription	LN-BOH2BAOAS-1.2	\$570.00		\$450.00
1.00	- Inventory Included in Bundle	LN-B-INV-1.0	Included		
1.00	- Purchasing Included in Bundle	LN-B-PUR-1.0	Included		
1.00	Nutrition Back of House Plus - All - Annual Subscription	LN-BOH3PAS-1.3	\$895.00		\$675.00
1.00	- Menu Planning Included in Bundle	LN-B-MP-1.0	Included		
1.00	- Production Records Included in Bundle	LN-B-PR-1.0	Included		

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QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	- Inventory	LN-B-INV-1.0	Included		
1.00	- Purchasing	LN-B-PUR-1.0	Included		
24.00	Nutrition FOH Professional Services	LN-PS-FOH-1.0	\$100.00		\$2,400.00
20.50	Nutrition BOH Basic Professional Services	LN-PS-BOH1B-1.1	\$100.00		\$2,050.00
16.50	Nutrition BOH Add On Professional Services	LN-PS-BOH2BAO-1.2	\$100.00		\$1,650.00
37.00	Nutrition BOH Plus Professional Services	LN-PS-BOH3P-1.3	\$100.00		\$3,700.00
1-25 Sites Subtotal:					\$12,245.00
1-25 Sites Grand Total:					\$12,245.00

26+ Sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Nutrition Front of House - Annual Subscription	LN-FOHAS-1.0	\$1,125.00		\$895.00
1.00	- Point of Service Included in Bundle	LN-B-POSIB-1.0	Included		
1.00	- Student Management, Eligibility & Reporting Included in Bundle	LN-B-SMER-1.0	Included		
1.00	Nutrition Back of House Basic - Annual Subscription	LN-BOH1BAS-1.1	\$325.00		\$225.00
1.00	- Menu Planning Included in Bundle	LN-B-MP-1.0	Included		
1.00	- Production Records Included in Bundle	LN-B-PR-1.0	Included		
1.00	Nutrition Back of House Basic Add-On - Annual Subscription	LN-BOH2BAOAS-1.2	\$570.00		\$350.00
1.00	- Inventory Included in Bundle	LN-B-INV-1.0	Included		
1.00	- Purchasing Included in Bundle	LN-B-PUR-1.0	Included		
1.00	Nutrition Back of House Plus - Annual Subscription	LN-BOH3PAS-1.3	\$895.00		\$575.00
1.00	- Menu Planning Included in Bundle	LN-B-MP-1.0	Included		
1.00	- Production Records Included in Bundle	LN-B-PR-1.0	Included		
1.00	- Inventory Included in Bundle	LN-B-INV-1.0	Included		
1.00	- Purchasing Included in Bundle	LN-B-PUR-1.0	Included		

EMS LINQ

Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: lheggem@linq.com

Quote #: Q-105369-1
Start Date: 11/1/2023
End Date: 10/31/2024
Expires On: 10/8/2023

Customer Contact
Michelle Bennett
(949)936-5000
michellebennett@iusd.org

Bill To
Irvine Unified School District
5050 Barranca Pkwy
Irvine, California 92604

Superintendent:

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Lance Heggem	lheggem@linq.com	12 months	Net 30

Terms & Conditions

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	NET PRICE	EXTENDED
1.00	Central Kitchen		\$875.00	\$875.00	\$875.00
1.00	Nutrition - Accounts Payable		\$875.00	\$875.00	\$875.00
1.00	Nutrition - Accounts Receivable		\$875.00	\$875.00	\$875.00
1.00	Nutrition - General Ledger		\$875.00	\$875.00	\$875.00
1.00	Temperature Probe		\$220.00	\$220.00	\$220.00
1.00	Text/SMS Notification		\$0.32	\$0.32	\$0.32
1.00	Vending		\$875.00	\$875.00	\$875.00
1.00	Voice Notification		\$11,913.28	\$0.32	\$0.32
4.00	Nutrition Accounts Payable Professional Services		\$200.00	\$200.00	\$800.00
2.00	Nutrition Accounts Receivable Professional Services		\$200.00	\$200.00	\$400.00
5.00	Nutrition Central Kitchen Professional Services		\$200.00	\$200.00	\$1,000.00
2.00	Nutrition DMB Telemetry Professional Services		\$200.00	\$200.00	\$400.00
2.00	Nutrition General Ledger Professional Services		\$200.00	\$200.00	\$400.00

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Q-105369



QTY	PRODUCT	DESCRIPTION	UNIT PRICE	NET PRICE	EXTENDED
1.00	Nutrition Professional Services		\$200.00	\$200.00	\$200.00
1.00	Nutrition Professional Services-Onsite		\$3,500.00	\$3,500.00	\$3,500.00
2.00	Nutrition Vending Professional Services		\$200.00	\$200.00	\$400.00
Subtotal:					\$11,995.64

Tax:	\$0.00
Shipping:	\$0.00
Grand Total:	\$11,995.64



EMS LINQ

Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412Phone: 800.541.8999
Fax: 910.799.5427
Email: lheggem@linq.com**LINQ Nutrition Catering****Quote #:** Q-105417-1**Start Date:** 11/1/2023**End Date:** 10/31/2024**Expires On:** 10/8/2023**Customer Contact**Michelle Bennett
(949)936-5000
michellebennett@iusd.org**Bill To**Irvine Unified School District
5050 Barranca Pkwy
Irvine, California 92604

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Lance Heggem	lheggem@linq.com	12 months	Net 30

Terms & Conditions**Catering 1-9 sites**

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catering Online Ordering	ISITE-CaOOC-1.9	\$1,995.00		\$1,995.00
Catering 1-9 sites Total:					\$1,995.00

Catering 10-19 Sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catering Online Ordering	ISITE-CaOOC-1.19	\$2,995.00		\$2,995.00
Catering 10-19 Sites Total:					\$2,995.00

Catering 20-39 sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catering Online Ordering	ISITE-CaOOC-1.0	\$3,995.00		\$3,995.00
Catering 20-29 sites Total:					\$3,995.00

Catering 40+ sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catering Online Ordering	ISITE-CaOOC-1.40	\$4,495.00		\$4,495.00
40+ sites Total:					\$4,495.00

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Clarified Pricing Form

Clarified One Time Costs (Solution)

Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Implementation <i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>	26+ Sites	FOH - \$3,300 BOH – Basic - \$2,700 BOH Add-On - \$2,050 BOH Plus - \$4,800 Full Solution - \$8,100	Y	N/A
Training <i>Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>				
Point-Of-Sale Terminals <i>Cost for POS Terminals, including any repeating costs (maintenance, etc)</i>		Pinpad Basic - \$200 Pinpad w/ scanner - \$345 13" POS Terminal - \$1,785 17" POS Terminal - \$1,885	Yes	N/A
Other <i>Please Describe:</i>				

Clarified Annual Recurring Costs

Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Tier 1 Licensing <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	0-25 school sites	FOH \$995/site BOH Basic \$325/site BOH Inv/Pur \$450/site BOH All \$675/site Full Solution	Y	N/A

		\$1,495		
Tier 1 Maintenance & Support	Included in the annual subscription	N/A	N/A	N/A
Tier 1 Upgrade & Update Costs <i>Including but not limited to: Updated training materials and release notes.</i>	Included in the annual subscription	N/A	N/A	N/A
Tier 1 Other <i>Please Describe:</i>				
Tier 2 Licensing <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	26 + School Sites	FOH - \$895/site BOH Basic \$225/site BOH Inv/Pur - \$350/site BOH All - \$575/site Full Solution - \$1,395	Y	N/A
Tier 2 Maintenance & Support	Included in annual subscription cost	N/A	N/A	N/A
Tier 2 Upgrade & Update Costs <i>Including but not limited to: Updated training materials and release notes.</i>	Included in annual subscription cost	N/A	N/A	N/A
Tier 2 Other <i>Please Describe:</i>				
Clarified Optional Services/Solutions				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Optional Services/Solutions 1 <i>Check box if required to meet minimum requirements of this RFP</i>	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		

	<i>If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:</i>			
Optional Services/Solutions 2 <i>Check box if required to meet minimum requirements of this RFP</i>				
	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		
	<i>If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:</i>			

Clarified Pricing Form - Online Payment Processing

Clarified Online Payment Processing

Payment Processing Fees/Rates

(Ed Tech JPA recognizes that these fees are subject to change and are separate from proposed pricing. Members are encouraged to get current fees/rates prior to contracting with awarded Vendors)

Item	Criteria <i>(Describe criteria for cost tier if applicable, e.g., Participants with > \$10,000 in transactions daily)</i>	Paid By <i>(Indicate if fees can be configured to be paid by the parent/consumer, Participant/organization or either)</i>	Rate/Cost Per Transaction	Price Escalators <i>(Indicate how the price may change, e.g., if increases are tied to federal interest rates or annual adjustments. Identify any limits or maximum increases)</i>
Flat Rate Per Transaction	Not applicable	<ul style="list-style-type: none"> ● Parent/consumer only ● Participant/Organization Only ● Can be customized by Participant to either Parent/Consumer or Participant/Organization 	Not applicable	
Percentage Per Transaction	A minimum processing fee of \$2.80 per transaction. After \$2.80 a fee of 3.95% will be added to the transaction.	<ul style="list-style-type: none"> ● Parent/consumer only ● Participant/Organization Only ● Can be customized by Participant to either Parent/Consumer or Participant/Organization 	3.95% of the transaction amount with a minimum fee of \$2.85 per transaction	
Other <i>(Describe how Fees are Calculated)</i>				