SERVICE AGREEMENT #ADMN2100007 FOR CCPS VISITOR MANAGEMENT SYSTEM

THIS AGREEMENT, entered into as of this 13th day of July, 2020 ("effective date"), by and between the CHESTERFIELD COUNTY PUBLIC SCHOOLS ("County"), a school division within Chesterfield County, Virginia and Raptor Technologies, LLC ("Contractor").

WITNESSETH:

WHEREAS, by Request for Proposal No. ADMN19000281 (the "RFP"), the County solicited interested firms to submit proposals for CCPS Visitor Management System ; and

WHEREAS, Contractor has represented to the County that it is fully capable of performing the services described in this Agreement, and the County has relied on such representation to select Contractor to provide the services; and

WHEREAS, the County and Contractor now desire to enter into an agreement setting forth their rights and obligations with regard to Contractor's performance of the services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties agree as follows.

1. Scope of Services. Contractor shall furnish all labor, materials and services necessary to satisfy the requirement of the County as set forth in the RFP, this Agreement, and any additional services described in the Contractor's proposal entitled "CCPS Visitor Management System" dated September 26, 2019 and any revisions thereto, hereinafter referred to as "Proposal". The work to be performed by the Contractor is described in detail in the RFP and the Proposal, and shall be referred to collectively as the "Services". Contractor represents that it will perform the Services in accordance with generally accepted professional standards, and will provide the County with the best possible advice and consultation within Contractor's authority and capacity. In the event of any conflict between the terms of the document originating from the County ("County Document", including the RFP, this Service Agreement, and Exhibit A), and a document originating from the Contractor ("Contractor Document", including the Proposal and Exhibit B), the terms of the County Document shall control.

2. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and

performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify the County in the event any such license or permit expires, terminates or is revoked.

3. County's Obligations. The County shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to the County and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. The County shall designate a person to act as the County's contact with respect to the Services. The County's representative shall have the authority to transmit instructions, receive information and interpret and define the County's policies and decisions pertinent to Contractor's Services.

4. Time of Performance. All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between the County and the Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.

5. Contract Terms. The initial term of this contract shall be for a period of one year from the agreement date. This contract is renewable at the sole discretion of the County for four (4) additional terms of one (1) year each.

6. Compensation. The County shall pay Contractor, provided that Contractor performs to the satisfaction of the County, fee(s) as follows: Project and Optional Fees are outlined in Exhibit B.

7. Time of Payment. Contractor shall submit invoices in accordance with the schedule outlined above. The County shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor's correct invoice. Contractor understands and accepts that the County will not pay any finance charges imposed on any invoices submitted by the Contractor for services performed under this Agreement. If the Agreement is terminated by the County and not in any way through the fault of Contractor, payments due Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of Contractor, Contractor shall have no right

to claim payment due for services performed but uncompensated at the time of termination provided that the County is not delinquent in its payments to Contractor. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by the County of inadequate services.

8. Non-Appropriations. The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund this Agreement for each succeeding year.

9. Termination. It shall be the sole right of the County to terminate this Agreement at any time for any reason upon written notification to the Contractor.

10. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

11. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives

to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. The County shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this Agreement. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

12. Insurance. The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the County, and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above. The Contractor shall furnish a Certificate of Insurance, naming Chesterfield County as an additional insured for general liability and excess liability coverage. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the County's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Agreement. The Contractor shall maintain during the initial term, and any additional terms of this Agreement, the following equivalent coverage and minimum limits:

(a) Commercial General Liability: $1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.

(b) Business Automobile Liability: $1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.

(c) Workers' Compensation: Virginia Statutory limits including Employers Liability limits of $100,000 each accident, $100,000 each disease-each employee, and $500,000 policy limit.

(d) Technology Errors and Omissions Liability: $1,000,000 per occurrence

13. Confidentiality. Unless expressly authorized by the County, Contractor, its officers and employees, shall not divulge to anyone other than County officials in either written or verbal form any information or data obtained as a result of performing services pursuant to this Agreement. Contractor agrees to assume all responsibility for ensuring the privacy, confidentiality, and security of Chesterfield County data released to Contractor under this Agreement through the use of necessary and appropriate security and technical controls.

14. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to Contractor constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County in respect to such breach or default.

15. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing subparagraphs a, b, and c in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. Drug Free Workplace. During the performance of this contract, the Contractor agrees to:

(a) Provide a drug-free workplace for the Contractor's employees.

(b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(c) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

(d) Include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. Hold Harmless. Contractor shall indemnify, defend and hold the County, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement or an Order or arising out of Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the County is prohibited from indemnifying Contractor, subcontractors, or any third party beneficiaries of the Agreement.

18. Governing Law. Contractor and the County agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed

by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Contractor and the County further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of the County of Chesterfield to the express exclusion of any otherwise permissible forum.

19. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the COUNTY:

Chesterfield County Public Schools

Attn.: Maria O'Donnell

CTC@ Hull-Office of Safety and Security

13900 Hull Street Rd

Midlothian, Va 23112-2004

If to the CONTRACTOR:

Raptor Technologies, LLC

Attn.: Alix Miller

631 W. 22nd Street

Houston, TX 77008

20. Assignment. This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor notifies the County of such assignment and the County does not object in writing within 15 days of receiving such notification

21. Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or

any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

22. Subcontractors. The County reserves the right to reject any subcontractor selected by Contractor. The County shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by the County prior to performing any work on the Project. Such approval will not be unreasonably withheld.

23. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse the County for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

24. Independent Contractor. Contractor's relationship with the County shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and the County will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of the County.

Service Agreement Language:

25. Environmental, Health & Safety (EHS) Management. Contractor shall be responsible for complying with all federal, state, and local safety and environmental regulations. Additionally, the Contractor shall comply with the County's Contractor EHS Guidelines, document EHS.FORM.011. For questions or additional information, contact Chesterfield County Department of Risk Management at (804) 318-8800.

26. County Data. "County data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the County on public websites or publications, including but not limited to business, administrative, and financial data, intellectual property, and patient, student, and personal data. Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, driver's license number, and student or personnel identification number; "personal information" as defined in Virginia Code Section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student "education records" as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; credit card and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes; and state- or federal-identification numbers such as passport, visa, or state identity card numbers.

27. Contractor Software: Intellectual Property, Proprietary Rights, License. The County acknowledges that it does not have a license or any rights to software provided by Contractor pursuant to this Agreement. During the term of this Agreement, and subject to the provisions of this Agreement, Contractor hereby grants to the County a limited, non-transferable, worldwide, royalty-free, non-exclusive license to use the software solely as specified in this Agreement. Except as expressly granted in this Agreement, the County is not licensed to use, copy, modify, or distribute copies of all or any portion of the software.

The County will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Contractor software. In no event shall Contractor's remedies for any breach of this Agreement include the right to unilaterally terminate any license or support services hereunder.

28. Warranty. Contractor warrants that the software and all of the related software products and services will perform functionally as described in the documentation provided in accordance with

this Agreement, and with the Contractor's marketing literature, and Contractor's specification; and that the software and user documentation furnished by Contractor are compatible; and that the software shall be free of defects in design, workmanship, and materials which prevent them from being used for their intended purpose.

29. Rights and License in and to County Data. The County and Contractor agree that as between them, all rights, including all intellectual property rights, in and to County data shall remain the exclusive property of the County, and Contractor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

Contractor shall not (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, County data or software; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the software, in whole or in part; (iii) allow access to, provide, divulge, or make available County data or software to any users other than employees and individual contractors who have a need to such access; (v) modify, adapt, translate, or otherwise make changes to County data or software except where authorized by this Agreement or other duly executed contract between the County and Contractor.

If Contractor becomes legally compelled to disclose any County Data, whether by judicial or administrative order, applicable law or regulation, or otherwise, then Contractor shall use all reasonable efforts to provide the County with prior notice before disclosure so that the County may seek a protective order other appropriate remedy to prevent the disclosure. If a protective order or other remedy is not obtained prior to when any legally compelled disclosure is required, Contractor will only disclose only that portion of the County Data that it is legally required to disclose.

30. Malware Protection. Contractor hereby warrants that to the best of its knowledge there is no malware in any portion of the software and/or its computer system and that it has used commercially reasonable efforts to ensure that the software and/or its computer system is free of malware and has undergone malware-checking procedures consistent with industry standards. The term "malware" as

used herein means any computer code designed to (a) disable, disrupt, or damage the County's use of the software, County data, or the County's network or (b) damage or destroy any County data without the County's consent.

31. Encryption Standards. Contractor agrees to utilize strong encryption standards (AES/256 bit or greater) for the storage, transport, and transmission of County data for purposes of executing the agreement between the County and Contractor.

32. Data Custodianship. Contractor shall provide the County access to County data at the County's request in a mutually agreed upon format. Such agreement shall not be unreasonably withheld. Contractor shall also provide access to any derivatives or alterations of County data at the County's request.

Upon termination of this Agreement, upon loss of usefulness of County data, and/or upon request by the County, but not later than 30 days after such event, Contractor will ensure that County data is removed from all media forms and securely destroyed. "Securely destroyed" means that Contractor will utilize industry-grade standards when taking actions to render the data unrecoverable by both ordinary and extraordinary means.

33. Security Breach. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which County data is exposed to unauthorized disclosure, access, alteration, or use. Upon becoming aware of a security breach or a suspected security breach, Contractor agrees to promptly (but no later than 48 hours after becoming aware of a breach or suspected breach) notify the County; fully investigate the event; and cooperate fully with the County's investigation of and response to the event. Except as otherwise provided by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the County.

34. Liability for Security Breach. If Contractor must under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of County data known as Personally Identifiable information, the following provisions apply. In addition to any other remedies available to the County under law or equity, Contractor will reimburse the County in full for all costs incurred by the

County in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

If Contractor will NOT under this Agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of County data known as Personally Identifiable information, the following provisions apply. In addition to any other remedies available to the County under law or equity, Contractor will reimburse the County in full for all costs reasonably incurred by the County in investigation and remediation of any Security Breach caused by Contractor.

35. Inapplicability of Limitations of Liability. If Contractor requires the County to agree to terms and conditions in addition to those contained in this Agreement, any limitations on Contractor's liability contained in such terms and conditions shall not apply to Security Breaches or the unauthorized release of County data. An "unauthorized release" means a security event in which County data is copied, transmitted, viewed, stolen, or used by an individual or entity unauthorized to do so.

36. Data Ownership. The County owns and shall own all County data submitted to Contractor and any derivatives of County data resulting from Contractor's services, unless the parties agree that such derivatives shall be in the public domain.

37. Data Storage. County data transmitted and stored pursuant to this Agreement shall reside at a data storage center within the United States (excluding the U.S. territories).

38. Additional Requirements for Student Data. The Contractor acknowledges that Student Data is a protected class of County Data as defined in section 25 and is subject to the terms and conditions herein. Contractor agrees to hold the Student Data in strict confidence and to advise each of its employees and agents of their obligation to keep such information confidential. Contractor acknowledges that any Student Data shared by the County is covered and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) and 34 C.F.R. § 99.31 ("FERPA").

Contractor agrees to abide by the limitations on re-disclosure of Student Data from education records set forth in FERPA. 32 C.F.R. § 99.33(a)(2) states that the officers, employees, and agents of a party that receive education record information from CCPS may use the information, but only for the purposes for which the disclosure was made. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share Student Data in a manner not allowed by federal law or regulation. Contractor warrants that the Student Data provided will be used solely for the purposes described in the scope of work and for no other purpose. The Student Data shall not be shared or made available to any unauthorized personnel or other third party. Contractor agrees to ensure that any personnel or agents to whom the Student Data is provided agree to the same restrictions and conditions that apply to the Contractor with respect to such Data.

39. Unauthorized Aliens. In accordance with the Virginia Code, Section 2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement as of the date first written above.

CHESTERFIELD COUNTY PUBLIC SCHOOLS

By: Lorie W. Newton

Lorie W. Newton

Title: Acting Procurement Director

Date: 8/12/2020

Approved as to form:

attached email

County Attorney's Office

RAPTOR TECHNOLOGIES, LLC

By: Donald J. Schad

Donald J. Schad

Printed Name

Title: CFO

Date: 7/22/20

Exhibit A –Negotiated Terms
Exhibit B - Pricing Schedule

EXHIBIT A –NEGOTIATED ITEMS

1. **Confirm there is no charge to upgrade the existing software to the updated Raptor 6 Software. Provide a revised pricing schedule that reflects this.**
   That is correct. There is no fee directly associated with transitioning to Raptor 6. The building license cost will be the same regardless of which platform you are using. The only cost involved would be the replacement cost of non compatible hardware. Compatible hardware and a revised pricing schedule included for reference.

2. **Will you provide the background check service at a discount per background check? If not selected now, can we add this at a later time in the contract?**
   Yes - We can provide a bulk discount on JDP background checks. That discount is as follows:
   10,000 – 25,000 background checks – 10% discount
   >25,000 background checks – 15% discount
   You can choose to add integrated background checks at any time.

3. **Will you provide a discount for bulk purchase of the new scanners?**
   Yes – We can offer a 7% discount on the bulk purchase of new scanners. We have attached a quote for 66 scanners with the discount applied for your reference

4. **Will you include the Emergency Management Module at no cost?**
   Raptor's Emergency Management suite is a separate product that integrates with Raptor Visitor and Volunteer management. We have included a quote for that product for your reference.

5. **Will you include future software upgrades at no cost for the life of the contract?**
   Yes – software updates/upgrades will be included at no cost as long as annual maintenance and support fees are paid on a continual uninterrupted basis and the customer's account is current at the time of upgrade.

6. **Confirm there is no additional cost to perform the data transfer/integration to the new system.**
   Data transfer/integration was defined during the call as directory integration using SAML.
   Yes – This is included at no cost.

7. **Confirm the existing CCPS Volunteer Database will transfer to the new system.**
   Yes – Raptor will facilitate the export of approved CCPS volunteers and import them into Raptor 6. The volunteer's will need to rescan their ID during their first visit after the transition.

8. **Confirm the existing CCPS barcode scanners will work with the new system.**
   Raptor 6 is compatible with the 1D Motorola barcode reader and 2D Symbol barcode reader. There are other barcode readers that may be compatible as well. Can you please confirm the model you have deployed throughout the district? We will then be able to confirm compatibility.

   The model is: CipherLab A1500CBK00001 Barcode Scanner.
   Yes – This barcode reader will be compatible with Raptor 6.

9. **We have an additional need to place 3 kiosks at a County location, the Lucy Corr Health facility. Would you be able to extend the same discounts to this facility? Provide the cost for 3 functional stations.**
   Yes – 3 functional stations were defined during the call as 1 main user station and 2 kiosk stations. We have included a quote for the Lucy Corr Health facility. Computers would be provided by the county.

10. **Confirm no exceptions to the County's terms and conditions and Attachment C - Service Agreement as published in the RFP.**
    Confirmed with one exception. Paragraph 18 of the County's terms and conditions asks that Raptor places two copies of its source code into an escrow account. As a cloud-hosted Software-as-a-Service solution, Raptor is not able to place copies of its source code into escrow. Raptor is happy to work with Chesterfield County Public Schools to find an alternative solution that meets the district's requirements.

11. **Confirm no additional contractual documents or terms of service required for use of software. No additional requirements.**
    No additional contractual documents or terms of service are required based off your intended use of the system. If you ever chose to disable to sex offender check and/or implement integrated background checks through JDP, additional documentation would be required. We have attached that documentation only for reference.

12. **Confirm that your firm will submit a certificate of insurance in compliance with the RFP requirements.**
    Confirmed.

13. **Confirm compliance with the RFP as published, unless otherwise negotiated and changed by subsequent correspondence. All references to "should" in the RFP become mandatory requirements of the contract.**
    Confirmed with one exception. Paragraph 18 of the County's terms and conditions asks that Raptor places two copies of its source code into an escrow account. As a cloud-hosted Software-as-a-Service solution, Raptor is not able to place copies of its source

code into escrow. Raptor is happy to work with Chesterfield County Public Schools to find an alternative solution that meets the district's requirements.

14. **Registration in our e-procurement system PInG is required if a contract is awarded. Confirm you will register in PInG upon receipt of award.**
    Confirmed.

15. **Address any other improvements/reductions to offer the County from what was originally proposed.**
    N/A.

16. **Chesterfield County has agreed to remove the source code escrow clause from the special terms and conditions of the RFP. The vendor was asked instead to respond to the following: In working with our attorneys regarding your response to point #13, the main concern is protection of county data. Can you clarify how you plan to safeguard our data in the event that your company would cease to exist in its current form, whether bought/sold, merged, dissolved etc.? This response should include how we would access our data, and the process for transferring such data into our possession?**
    Raptor strongly believes that all data stored within the Raptor system belongs to the client. In the event that the company would cease to exist in its current form, whether bought/sold, merged, dissolved etc., Raptor will commit to providing all of your data to you in raw format (.csv) via electronic transfer and/or by a physical device (whichever you prefer). We are also willing to provide this data at any time, upon receipt of an official data request via e-mail, within 3 business days. No other exceptions to the RFP other than outlined in the original response to question 10 and question 13.

EXHIBIT B - PRICING SCHEDULE

Cost Proposal

The basic Raptor System licensing is site-based such that there is no additional cost for Administrators, Safety and Security Personnel, or reserve licenses.

VISITOR AND VOLUNTEER MANAGEMENT SYSTEM

Qty	Description	Cost
1	Annual Software Access Fee (applicable for each year of service)	$540.00
1	Unlimited Sex Offender Checks	Included
1	Software Updates	Included
1	Telephone Technical Support	Included
1	Raptor Kiosk Software	Included
1	Raptor Duplex Scanner (captures photo and data from ID)	$495.00
1	Raptor Dymo Turbo 450 Printer (single printer, thermal)	$139.00
1	Raptor Visitor Badges – Box (box contains 1,200 badges)	$50.00
	Cost Per Site	**$ 1,224.00**
	Cost Per 66 Sites	**$80,784.00**
	Cost Per 66 Sites Excluding Cost of Printers*	**$71,610.00**

** CCPS is able to use its current printers if desired. Because the printers have been in use since 2009, performance of the system would be optimized by replacing the printers.*

VOLUNTEER FULL CRIMINAL BACKGROUND SCREENING – PER SCREEN

Qty	Description	Cost
1	Level 1	$5.00
1	Level 2	$15.00
1	Level 3	$25.00

INSTALLATION AND TRAINING

Qty	Description	Cost
1	On-site Training	$18,150.00
1	Discount for On-site Training	($18,150.00)
	Cost Per 66 Sites	**$ 0.00****

*** Onsite implementation and training charges will be discounted 100%. Onsite implementation and training is $275 per site.*

OPTIONAL COMPONENTS (NONE OF THESE ITEMS ARE REQUIRED) – PER ITEM/SITE

Qty	Description	Cost
1	Webcam (not required)	$ 99.00
1	Raptor Visitor Badges – Case (case contains 3,000 badges)	$ 100.00
1	2D Barcode Reader (not required)	$ 260.00

ANNUAL SUBSCRIPTION FEE (YEARS 2 AND 3)

Qty	Description	Cost
1	Annual Software Access Fee (per site)	$ 540.00

Please note: Warranties for both the scanner and the printer are two years. Computers to run the visitor management software are supplied by the district.

RAPTOR®
TECHNOLOGIES

Date of Proposal 4/17/2020
Proposal No. 19033

Quote

Customer ::

Chesterfield County Schools
Accounts Payable
9800 Krause Road
Chesterfield, VA 23832

WE ARE KEEPING WATCH.
Federal Tax ID # 45-4914152

Description	Quantity	Price Each	Total
Raptor CR5400 Duplex Scanner (2 year warranty)	66	495.00	32,670.00
7% Discount for Scanners	66	-34.65	-2,286.90

To PLACE ORDER:

E-mail PO to ORDERS@RAPTORTECH.COM or

Pay online with Credit Card: WWW. SHOP.RAPTORTECH.COM

Remit Check Payments to: Dept 141 :: Box 4458 :: Houston, TX :: 77210-4458

Total $30,383.10

TERMS AND CONDITIONS:
1. Only hardware and supplies purchased through Raptor Technologies, Inc. are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.
2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.
3. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement, which can be found at www.raptortech.com/Agreement.html.

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THE GOLD STANDARD IN SCHOOL SAFETY

Protect Every Child, Every School, Every Day
Federal Tax ID #45-4914152
GSA: GS-07F-127BA
Buyboard: 579-19

Opportunity Owner	Christine McNelly
Quote Number	202004-33051
Created Date	4/20/2020
Expiration Date	5/15/2020

Account Name	Chesterfield County Public Schools	Billing Address	Po Box 10 Richmond, VA 23234 United States

Product	Product Description	Sales Price	Quantity	Total Price
Emergency Management Annual Access Fee	One (1) year Emergency Management Annual Software Access Fee (per location). Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included.	$1,200.00	66.00	$79,200.00
Emergency Management Implementation Fee	One-time implementation fee (per location).	$350.00	66.00	$23,100.00
Onsite Emergency Management Training	Onsite training for Emergency Management	$275.00	66.00	$18,150.00

Quote Notes: Pricing includes Drill Manager, Reunification, and Accountability. This pricing does not include Raptor Alert which will be launched in 2020.

Year 1 total: $120,450.

Recurring annual Emergency Management licensing fee beginning in year 2: $79,200.

SUBMIT PO's: To purchase, send purchase order to cmcnelly@raptortech.com or fax to 713-880-2577.

NOT PAYING WITH A PURCHASE ORDER?
REMIT CHECK PAYMENTS TO:
Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458
For any other questions, email accounting@raptortech.com

To order additional or replacement equipment and supplies with a credit card, visit www.shop.raptortech.com

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3. All purchases from Raptor are subject to the terms and conditions of the Raptor Subscription Agreement, which can be found at https://www.raptortech.com/agreement
Please be aware that use tax may apply and you may be required to remit use tax on this purchase based on your state's tax rules.

RAPTOR®
TECHNOLOGIES

THE GOLD STANDARD IN SCHOOL SAFETY

Protect Every Child, Every School, Every Day
Federal Tax ID #45-4914152
GSA: GS-07F-127BA
Buyboard: 579-19

Opportunity Owner	Kevin Charman
Quote Number	202004-33080
Created Date	4/21/2020
Expiration Date	5/20/2020

Account Name	Lucy Corr Health Facility
Billing Address	6800 Lucy Corr Boulevard Chesterfield, VA 23832 United States

Product	Product Description	Sales Price	Quantity	Total Price
Visitor Management Annual Access Fee	One (1) year Annual Software Access Fee (per location). Renewal fee is due on the anniversary month of purchase. Raptor technical support is included.	$540.00	1.00	$540.00
CR5400 ID Scanner	ID scanner for state issued identification cards -- 2 year limited warranty.	$495.00	1.00	$495.00
2D Barcode Reader	2D barcode reader for kiosk station.	$260.00	2.00	$520.00
Dymo 450 Turbo Label Printer	Printer for either visitor badges or student tardy passes -- 2 year limited warranty	$139.00	3.00	$417.00
Raptor Visitor Badges (White) Box	Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.	$50.00	1.00	$50.00

Grand Total $2,022.00

SUBMIT PO's: To purchase, send purchase order to kcharman@raptortech.com or fax to 713-880-2577.

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Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458
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