



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION**

**CONTRACT EXTRACT
NOTICE OF RENEWAL**

| | |
|-----------------------------|---|
| DATE: | June 30, 2021 |
| CONTRACT COMMODITY/SERVICE: | Electronic Forms Management System |
| CONTRACT NUMBER: | 1594A |
| COMMODITY CODE: | 203.50 |
| CONTRACT PERIOD: | July 1, 2021 through June 30, 2022 |
| RENEWAL OPTIONS: | One (1) one-year renewal through 2023 |
| USER DEPARTMENT: | HCPS |
| SUPPLIER: | Name Rycor Solutions (US) Corporation Address 980 Howe Street, Suite 840 City, State Vancouver, BC V6Z0C8 Contact Name Craig Louis Phone Number 480-479-6080 Fax Number Email address craig.louis@rycor.net Emergency Telephone Number 604-219-9616 |
| ORACLE SUPPLIER NUMBER: | 327884 |
| BUSINESS CATEGORY: | Non-Swam |
| PAYMENT TERMS: | Net 45 |
| DELIVERY: | As needed and requested |
| FOB: | COUNTY OF HENRICO |
| BUYER: | Name Eileen M. Falcone Title Assistant Division Director Phone 804-501-5637 Email Fal51@henrico.us |

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

DEPARTMENT OF FINANCE
CECELIA H. STOWE, CPPO, C.P.M.
PURCHASING DIRECTOR

Contract #1594A

**Agreement between Rycor Solutions (US) Corporation
and the County School Board of Henrico County, Virginia**

This agreement (the "Agreement") dated July 1, 2018, is made and entered into by Rycor Solutions (US) Corporation ("Rycor") and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS, on March 19, 2018, the County of Henrico, on behalf of HCPS, issued Request for Proposal No. 18-1594-2EMF (the "RFP"), titled "Electronic Forms Management System"; and,

WHEREAS, the County selected Rycor as the Successful Offeror to provide the goods and services requested in the RFP; and,

WHEREAS, the parties have negotiated the terms and conditions under which Rycor will provide goods and services to the County; and,

WHEREAS, the delivery of the goods and services will be provided as set forth in the Agreement Documents.

NOW, THEREFORE, the parties agree as follows:

(1) **Agreement Documents** – The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits shall be the "Agreement Documents." In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the Exhibits shall be resolved by giving priority to the Exhibits in the order of the listing below.

| | |
|-----------|--|
| EXHIBIT A | Rycor Response to BAFO Questions dated May 11, 2018 |
| EXHIBIT B | Rycor Proposal in Response to RFP dated March 21, 2018 |
| EXHIBIT C | Questions and Answers to RFP dated April 2, 2018 |
| EXHIBIT D | Addendum 1 to RFP dated March 20, 2018 |
| EXHIBIT E | Request for Proposal #18-1594-2EMF, dated March 19, 2018 |

(2) **General Description of Services** – Rycor shall provide to HCPS a comprehensive electronic forms management system, including all software, licenses, installation, technical support, training, project management, hardware, operating systems, and other goods and services necessary for a "turnkey" system in accordance with the Agreement Documents (collectively, the electronic forms management system and all related goods and services shall be referred to as the "Services").

(3) **Term** – The initial term of this Agreement begins on July 1, 2018, and ends on June 30, 2019. HCPS, at its sole discretion, may renew this Agreement annually thereafter upon the terms and conditions set forth herein, but in no event will this Agreement remain in effect beyond June 30, 2028.

Upon non-renewal, expiration, or termination of this Agreement, Rycor shall allow HCPS to retrieve its student data and reports from Rycor at no cost to HCPS, and after HCPS has retrieved all such student data and reports, Rycor shall provide to HCPS proof that the data has been removed from Rycor's system.

(4) Pricing and Payment –

(a) Pricing and Payment Installments for Year 1.

- i. In accordance with the "Implementation Plan and Detailed Timeline" contained in Exhibit B (pages 49-50) and the Agreement Documents, Rycor shall implement the Services in seven (7) phases. Before proceeding to a subsequent phase, Rycor shall obtain written confirmation from a designated HCPS representative (the "Project Lead") that the work performed during the current phase has been completed satisfactorily. After a phase has been completed, as memorialized by such confirmation from the Project Lead, Rycor may invoice HCPS for the applicable installment amount (shown in Table 1 below). Except for additional work requested by HCPS in a written change order approved and signed by both parties, or as provided in paragraph (4)(a)(ii) below, the total amount due between July 1, 2018, and August 1, 2018, shall not exceed Sixty-Six Thousand Five Hundred and No/100 Dollars (\$66,500.00). This amount includes all fees for all necessary subscriptions, licenses, maintenance, testing and training environments, implementation, and Support Services for the first year in accordance with the Agreement Documents, and fifteen (15) hours of Professional Services related to implementation.

The term "Professional Services" shall mean training, installation, consulting, project management, custom programming, and other similar services.

The term "Support Services" shall include 24/7 access to the Rycor Support Center; telephone and email support, including 24/7 emergency phone support for Critical Service Level Category (as defined in Exhibit B) issues occurring outside regular business hours; patches, services packs, corrective updates, or other similar fixes; and updated versions and other modifications, updates, enhancements, and improvements.

Table 1.

| Payment Installment | Project Milestone | Installment Amount Due |
|---------------------|------------------------------|------------------------|
| 1 | Project Preparation | \$1,500.00 |
| 2 | Kick-off | \$6,500.00 |
| 3 | Installation & Configuration | \$6,500.00 |
| 4 | Training | \$6,500.00 |
| 5 | Testing in Sandbox | \$6,500.00 |
| 6 | Go Live Readiness | \$32,500.00 |
| 7 | Go Live Support | \$6,500.00 |
| Total Cost Year 1 | | \$66,500.00 |

- ii. The parties acknowledge that the total cost for Year 1 is based on an estimated enrollment of 52,000 students within the district. If verified student enrollment within the district exceeds 52,000 by more than five percent (5%), Rycor may adjust the total cost at a rate of \$1.25 per additional student. If verified student enrollment within the district falls below 52,000 by more than five percent (5%), Rycor shall reduce the total cost at a rate of \$1.25 per student.
- iii. During implementation, Rycor shall make its Virginia Sales Manager available on-site for up to sixteen (16) hours at no cost to HCPS, and Rycor shall be responsible for any travel expenses. These sixteen (16) hours shall be in addition to the fifteen (15) hours of Professional Services related to implementation described in paragraph (4)(a)(i). Further, Rycor shall make its project manager

dedicated to the HCPS implementation available for unlimited phone consultation and webinar meetings at no additional cost.

If the Virginia Sales Manager's on-site hours will exceed sixteen (16) hours, the parties shall document any additional on-site hours in a written change order approved and signed by both parties. The rate for any approved additional on-site hours will be \$150.00 per hour.

(b) Pricing for Years After Year 1.

After Year 1, Rycor shall provide to HCPS all necessary subscriptions, licenses, maintenance, testing and training environment, and Support Services (including Support Services for Custom Programming) in accordance with the Agreement Documents at the rates shown in Table 2.

Table 2.

| Year | Per Student Price |
|------------|---|
| Year 2 | \$1.20 |
| Year 3 | \$1.20 |
| Year 4 | \$1.15 |
| Year 5 | \$1.15 |
| Years 6-10 | Rycor may impose a one-time rate increase from \$1.15 per student based on a prevailing interest rate index (e.g., the Consumer Price Index for all Urban Consumers). |

(c) Additional Professional Services or Custom Programming.

Rycor's hourly rate for additional Professional Services or Custom Programming is \$150.00 per hour. The parties shall document any additional Professional Services or Custom Programming in a written change order approved and signed by both parties before Rycor commences any work. Rycor shall not require HCPS to prepay for Professional Services.

(d) Travel.

Except as provided otherwise in the Agreement Documents, HCPS shall pay the reasonable, pre-approved travel expenses incurred by Rycor representatives while traveling to a HCPS site at HCPS' request. HCPS shall not be responsible for any travel expenses beyond pre-approved amounts. Rycor shall submit proper documentation of all claimed travel expenses with its invoices to HCPS.

(e) Invoices.

Rycor shall submit all invoices to HCPS in accordance with the Agreement Documents and shall mail all invoices to:

Henrico County Public Schools
Attention: Angela Melton
P.O. Box 23120
Henrico, VA 23223

HCPS will render payment to Rycor within forty-five (45) days of receipt of a proper invoice.

(5) **Training** – During implementation, Rycor shall provide webinar and hands-on webinar training as described in Exhibits A and B at no cost to HCPS.

- (a) After implementation, upon request from HCPS in a written change order approved and signed by both parties, Rycor will provide additional webinar and/or hands-on webinar training at the rate of \$150.00 per hour.
- (b) If HCPS requests on-site training, Rycor will provide on-site training at the hourly rate for Professional Services under paragraph (4)(c) above. In accordance with paragraph 4(d) above, HCPS shall pay the reasonable, pre-approved travel expenses incurred by Rycor representatives while traveling to the HCPS site at HCPS' request to provide such training.

(6) **Service Accessibility** – Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, Rycor shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

(7) **Licenses and Warranties** – In accordance with, and as supplemented by, the Agreement Documents, Rycor hereby grants to HCPS a restricted, personal, non-exclusive, non-transferable and non-sublicensable license to use the Licensed Product (as defined in the Licensed Product Agreement contained in Exhibit B and as modified in Section 8 of this Agreement) at the Licensed Sites (as defined in the Licensed Product Agreement contained in Exhibit B and as modified in Section 8 of this Agreement) to support its school administrative functions.

(8) **Modifications to Rycor's Licensed Product Agreement** – The parties agree that Rycor's Licensed Product Agreement included in Exhibit B is modified as provided below. For purposes of this section, the term "Licensee" shall mean HCPS, the term "Master Agreement" shall mean this Agreement dated July 1, 2018, between Rycor and HCPS, and the term "Licensed Product Agreement" shall mean the Licensed Product Agreement contained in Exhibit B, as modified by this Agreement.

- (a) Introduction and Signature Block. Replace "Henrico County Public Schools" with "County School Board of Henrico County, Virginia."
- (b) Confidentiality. Replace paragraph 3.2 with the following:

Licensee will take reasonable measures to keep the Licensed Product confidential and prevent unauthorized disclosure or use of the Licensed Product in Licensee's possession. Licensee shall not transfer, assign, provide or otherwise make the Licensed Product available to any other party without the prior written consent of Rycor. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of the Licensed Product Agreement shall be void. Licensee shall notify Rycor as soon as practicable in writing of any unauthorized use or distribution of the Licensed Product of which Licensee becomes aware and shall take reasonable steps to prevent further unauthorized use or distribution. For any Licensed Product for which Rycor makes available to Licensee passwords or other user identification technology to access such Licensed Product, Licensee shall make reasonable efforts to inform its users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Licensee's obligations under this paragraph and any claim to confidentiality for trade secrets or proprietary information submitted by Rycor to Licensee shall be subject to the provisions of Va. Code § 2.2-4342(F).

- (c) No Modifications and Reverse Engineering. In paragraph 3.3, replace "shall not allow" with "shall not authorize."

(d) Support and Services. Replace paragraph 4 with the following:

Any support and/or services ordered from Rycor by Licensee in connection with the license of the Licensed Product shall be provided by Rycor pursuant to, and in accordance with, the Master Agreement and the Agreement Documents.

(e) Fees and Taxes. Replace paragraph 5 with the following:

Licensee shall render payment to Rycor within forty-five (45) days after receipt of a proper invoice in accordance with the Master Agreement. In the event Licensee fails to render payment within forty-five (45) days after receipt of a proper invoice, Licensee shall pay a monthly finance charge not to exceed one percent (1%). Rycor shall pay all county, city, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the prices set forth in the Master Agreement, as the taxes shall be solely an obligation of Rycor and not of Licensee, and Licensee shall be held harmless for any such taxes by Rycor.

Licensee is exempt for the payment of federal excise taxes and the payment of state Sales and Use Tax on all tangible, personal property for its use or consumption. Licensee will provide tax exemption certificates upon request.

(f) Term. Replace paragraph 6.1 with the following:

The term of the Licensed Product Agreement shall be coterminous with the Master Agreement and shall renew upon the same terms and conditions contained in the Master Agreement. New or altered terms in subsequent versions of Rycor's standard licensing and support agreements shall have no effect between the parties unless Licensee agrees to such new or altered terms in a written amendment to the Master Agreement.

(g) Renewal Term Fees. Replace paragraph 6.2 with the following:

Upon each renewal by Licensee, all fees shall be as set forth in the Master Agreement.

(h) Termination for Breach. Replace paragraph 6.3 with the following:

Either party may suspend performance or terminate the Licensed Product Agreement and/or the Master Agreement in the event of a material breach of any term or provision of the Licensed Product Agreement and/or the Master Agreement by the other party after (i) providing written notice of such breach to the other party and (ii) the other party fails to cure such breach within thirty (30) days of receiving such written notice. If such breach is of such character as to reasonably require more than thirty (30) days to cure, then the Licensed Product Agreement and/or the Master Agreement may be terminated only if the breaching party fails to commence action to cure within the aforesaid thirty (30) day period and fails thereafter to use reasonable diligence to cure the breach.

(i) Effects of Termination. Replace paragraph 6.4 with the following:

In the event of termination of all or any portion of the Licensed Product Agreement and/or the Master Agreement, Licensee shall pay Rycor for all scheduled work completed satisfactorily by Rycor up to the date of termination. In addition, the provisions of Section 3, 5, 6.3, 6.4, 9, and 11 (as modified, replaced, or deleted by the Master Agreement) will survive termination.

As soon as practicable after termination, Licensee shall either return to Rycor or destroy all copies of such Licensed Product in its possession or control and shall provide written confirmation to Rycor that, to the best of Licensee's knowledge and belief, all such copies of such Licensed Product have either been destroyed or returned to Rycor. If the Licensed Product Agreement and/or the Master Agreement is terminated following Rycor's breach, Rycor shall reimburse Licensee for the cost of return or destruction.

As soon as practicable after the non-renewal, expiration, or termination, of the Licensed Product Agreement and/or the Master Agreement, Rycor shall allow HCPS to retrieve its student data and reports from Rycor at no cost to HCPS, and after HCPS has retrieved all such student data and reports, Rycor shall provide to HCPS proof that the data has been removed from Rycor's system.

(j) Limited Warranty. Replace paragraph 8 with the following:

Rycor warrants that the Licensed Product will substantially achieve the functionality described in the Documentation and Agreement Documents and that the Licensed Product shall be delivered free of any rightful claim of any third party by way of infringement or similar claim. Rycor will have no obligation with respect to a warranty claim relating to functionality unless notified of such claim within ninety (90) days from the date Licensee notifies Rycor of any material functionality problem.

(k) Disclaimer of Other Warranties. Replace paragraph 9 with the following:

Except as provided in paragraph 8, as modified by the Master Agreement, the Licensed Product is sold without express warranty and without any implied warranty of merchantability or fitness for a particular purpose. Rycor does not warrant that the operation of the Licensed Product will be uninterrupted or error-free or that immaterial defects in the Licensed Product will be corrected. Furthermore, and except as provided in paragraph 8 as modified by the Master Agreement, Rycor does not warrant or make any representations regarding the use or the results of the use of the Licensed Product in terms of its correctness, accuracy, reliability or otherwise. No oral information or advice given by Rycor or a Rycor representative will create a warranty or in any way increase the scope of any warranty.

(l) Indemnity. Replace paragraph 11 with the following:

Only to the extent permitted by Virginia law, Licensee will indemnify, defend and hold harmless Rycor, its affiliates and its and their employees, directors and shareholders for any and all losses, expenses, claims, damages, actions lawsuits, judgments, costs and expenses, costs of investigation and defence, arising from, or connected with Licensee's use or misuse of the Licensed Product.

(m) Limitation of Liability. Replace paragraph 12 with the following:

Neither party will be liable for contract-based damages that the breaching party could not reasonably have foreseen at the time the parties entered into the Master Agreement.

(n) Governing Law and Jurisdiction. Replace paragraph 13.1 with the following:

The Licensed Product Agreement and the Master Agreement are made and entered into, and shall be performed, in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of the Licensed Product Agreement and/or the Master Agreement, their interpretation, or their performance shall be litigated only in Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

- (o) General Provisions. Replace paragraph 13.2 with the following:

Neither party shall be liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes or labor disputes. If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.

In the case of notices to Rycor, such notices shall be sent to: Rycor Solutions (US) Corp., Attn.: Contracts Department, 4960 S. Gilbert Rd. Ste. 1-267, Chandler, AZ 85249. In the case of notices to Licensee, such notices shall be sent to HCPS, P.O. Box 23120, Henrico, VA 23223 attn.: Superintendent, with a copy sent to County of Henrico, P.O. Box 90775, Henrico, VA 23273 attn.: County Attorney. Either party may change its notice address by notifying the other party in like manner.

Rycor acknowledges that the Licensed Product Agreement, the Master Agreement, and the Agreement Documents are public records relating to procurement transactions pursuant to Virginia Code § 2.2-4342.

- (p) Export. In paragraph 13.3, replace "directly or indirectly" with "knowingly."

- (q) Assignment. Replace paragraph 13.7 with the following:

Neither party may assign the Licensed Product Agreement or the Master Agreement or any of its rights and obligations thereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

- (r) Force Majeure. Replace paragraph 13.8 with the following:

Neither party will be responsible for delays or failures in performance resulting from a Force Majeure Event and without the fault or negligence of the party claiming excusable delay or failure, provided that such party uses commercially reasonable efforts to correct such delay or failure. For the purposes of this paragraph, "Force Majeure Event" means any act of God, act of State, natural or man-made disaster or any other cause or unforeseen event beyond a party's reasonable control.

- (s) Entire Agreement. The Licensed Product Agreement, together with, and as modified by, the Master Agreement and the Agreement Documents, constitute the entire agreement between the parties and supersede all prior communications and negotiations. The Master Agreement and the Licensed Product Agreement may be modified only in writing, signed by both Licensee and Rycor.

- (t) The Supplemental Terms and Conditions to the Licensed Product Agreement are hereby modified as follows:

- (i) Pricing; Enrollment Increases; Audit – Replace paragraph 1 with the following –

All pricing and fees for the Licensed Product shall be as set forth in the Master Agreement. Upon request by Rycor, Licensee will verify student enrollment within the district.

- (ii) Hosting Services – Delete the last sentence of paragraph 2.

- (u) The Support and Services Policies are hereby modified as follows:

- (i) "Errors" – Replace paragraph 1.1 with the following –

“Errors” means a reproducible failure of the Licensed Product to operate in accordance with its standard Documentation and the Agreement Documents, despite the proper installation and use of the Licensed Product in a proper operating environment and on hardware and system software sufficient to meet Rycor’s then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in the Licensed Product, the Documentation, or both.

- (ii) Support Term – Replace paragraph 2 with the following –

Support Services for the Licensed Product are included in the annual subscription price set forth in section 4 of the Master Agreement. Licensee’s initial Support Term will begin upon shipment of the Licensed Product (or, in the case of the Licensed Product made available for download electronically, upon Rycor’s provision of the necessary licensing information to enable Licensee to download the Licensed Product) and terminate on June 30, 2019. Thereafter, the Support Term will be coterminous with renewal of the Master Agreement.

- (iii) Custom Programs – Replace paragraph 3.2 with the following –

The annual subscription price set forth in section 4 of the Master Agreement shall include support for custom programs, screens, and reports.

- (iv) Training – Replace paragraph 3.3 with the following –

Support Services are included in Licensee’s annual subscription. Rycor shall not require Licensee to purchase training in addition to the training provided by Rycor to Licensee during implementation to receive Support Services.

- (v) Fees and Expenses – Replace paragraph 6.1 with the following –

In addition to providing Support Services during the Support Term, Rycor will perform such other Professional Services as may be specified in the Master Agreement and Agreement Documents or as may be subsequently agreed upon by the parties in a written change order approved and signed by both parties. Rycor may arrange for such services to be performed by another entity on Rycor’s behalf only with the written consent of Licensee. Pricing, fees, and invoicing for any Professional Services, including reimbursement for any reasonable, pre-approved travel expenses incurred by Rycor representatives traveling to a HCPS site to provide Professional Services at HCPS’ request, shall be as set forth in the Master Agreement.

- (vi) Confidentiality – Replace paragraph 6.3 with the following –

Rycor shall comply with the Federal Education Rights and Privacy Act at all times and agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to Rycor in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. Rycor shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this paragraph, “Licensee confidential information” shall mean any student or personnel data belonging to Licensee, or any other Licensee information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this paragraph shall not extend to any information (except student or personnel data) that: (a) is or becomes publicly known through no

fault or negligence of Rycor; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by Rycor; or (d) is disclosed without restriction by Licensee to any third party at any time.

(vii) **Training** – Replace paragraph 6.4 with the following –

Rycor reserves the right to limit the number of persons permitted to attend any training class in accordance with Rycor’s training standards; provided, however, that there shall be no limitations on participants for Rycor webinar training in accordance with Exhibit A to the Master Agreement.

(viii) **Services Cancellation** – Replace paragraph 6.5 with the following –

Licensee shall pay a cancellation charge equal to fifty percent (50%) of any non-refundable expenses incurred by Rycor if Licensee cancels any scheduled Professional Services less than forty-eight (48) hours before the occurrence of any service dates that Rycor has scheduled at Licensee’s request.

(ix) **Disclaimer of Warranties** – Replace paragraph 8 with the following –

Rycor expressly disclaims any implied warranties of merchantability or fitness for a particular purpose with respect to the Support Services or Professional Services. Notwithstanding anything to the contrary in the Policies, as modified by the Master Agreement, Rycor warrants that its Support Services and Professional Services, including any Fixes, New Versions, and similar services, shall be delivered free of any rightful claim of any third party by way of infringement or similar claim.

(x) **Limitation of Liability** – Replace paragraph 9 with the following –

Neither party will be liable for contract-based damages that the breaching party could not reasonably have foreseen at the time the parties entered into the Master Agreement.

(9) **HCPS Online Forms Website Terms and Conditions and Privacy Policy** – HCPS shall provide any applicable Terms and Conditions and Privacy Statement for use on its online forms website.

(10) **Sovereign Immunity** – Notwithstanding any contrary language in the Agreement Documents, HCPS neither waives nor abrogates its sovereign immunity hereunder, in part or in whole, in any manner, under any theory.

(11) **Controlling Law and Venue** – The Agreement is made and entered into, and shall be performed, in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of the Agreement, its interpretation, or its performance shall be litigated only in Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

(12) **Merger** – The Agreement Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Agreement may be modified only in writing, signed by both HCPS and Rycor.

(13) **Severability** – If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.

(14) **Annual Appropriations** – The parties understand and agree that this Agreement is subject to annual appropriations by the Board of Supervisors of the County of Henrico, Virginia (the "Board"). Should the Board fail to appropriate funds for this Agreement, the Agreement shall be terminated when existing funds are exhausted. Rycor shall not be entitled to seek redress from the County or HCPS or their elected officials, officers, agents, employees, or volunteers should the Board fail to make an appropriation for this Agreement.

WHEREFORE, the parties hereby execute this Agreement as evidenced by the signatures below.

Rycor Solutions (US) Corp
1285 Jefferson Davis Hwy #3374
Fredericksburg, VA 22401



Signature

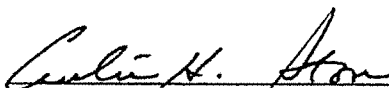
Chief Operating Officer

Title

July 1, 2018

Date

**COUNTY SCHOOL BOARD OF
HENRICO COUNTY, VIRGINIA**
P.O. Box 90775
Henrico, VA 23273-0775



Cecelia H. Stowe, CPPO, C.P.M.
Purchasing Director

7-11-18

Date

APPROVED AS TO FORM


COUNTY ATTORNEY

SCOPE OF SERVICES:

The Successful Offeror shall provide a comprehensive system including all hardware, software and operating systems, installation, technical support, staff training, and project management, all of which shall be provided on a "turnkey" basis.

A. General:

The proposed solution shall:

1. Be fully compliant with the Federal Education Rights and Privacy Act (FERPA);
2. Retain and provide HCPS access to student data online for the term of the contract;
3. Return forms to the person that sent the form out. (i.e. school based form should return to the school and not the district);
4. Translate forms to other languages other than English. (The top five languages currently being utilized at HCPS are, Spanish, Arabic, Telugu, Vietnamese, and Chinese); and
5. Allow HCPS to retrieve student data and reports from the Successful Offeror's system at the end of the contract and provide proof that the data has been removed at no additional cost to HCPS.

B. Technical Specifications:

The current Student Information Systems (SIS) is PowerSchool, version 10.1.4. The proposed solution shall provide a mechanism for forms being sent to staff, students, parents or guardians, by HCPS, that will maintain the following: distribution to targeted audiences, and collect responses electronically, for all school and district communications.

1. The proposed solution shall provide the following minimum technical specifications:
 - a. Allow forms to be created and maintained at the district and individual school level;
 - b. Maintain a relationship between the school district, the parent or guardian, and the staff through electronic form distribution and collection;
 - c. Allow for targeted electronic distribution of forms to student's, parent's or guardian's preferred method of notification (i.e. email and SMS);
 - d. Allow for forms to be completed on common mobile devices (e.g. devices using iOS, Android or Windows);
 - e. Provide for central management and reporting of responses of electronic forms;
 - f. Extract data received from the form responses into formats accessible by standard data management utilities (i.e. Excel, .txt) (See Attachment H);

- g. Import data into the electronic form management system from common data formats (i.e. comma delimited, .txt, XML) (See Attachment I);
 - h. Provide functionality for requesting and recording electronic signatures for forms and require a user name and password requirement in order to sign;
 - i. Provide a mechanism to send and receive data between other applications and systems in the County (i.e. the SIS);
 - j. Allow HCPS staff to create and edit forms for distribution without requiring intervention or assistance from the Successful Offeror;
 - k. Allow for maintenance of all forms used in the district in a central repository for reuse throughout the district;
 - l. Facilitate use of dynamically populated fields in forms which can be populated with student specific information;
 - m. Provide functionality for reporting metrics collected through online form submissions within the product; and
 - n. Provide the functionality to notify end users who submit electronic forms, the form has been completed, as well as reminders and updates (i.e. Submission confirmation, system maintenance through email/SMS).
2. The proposed solution must support the following browsers at a minimum, but should show support for other common browsers that may be in use by parents and guardians.
- a. Internet Explorer - 11
 - b. Google Chrome - 58.x or above
 - c. Microsoft Edge 38.14393.1066.0
3. HCPS' preferred implementation for the Electronic Form Management System is a Software as a Service (SaaS) solution. A non-vendor hosted solution can be proposed, however if proposed, the Offeror shall provide a full listing of hardware and software requirements associated with the solution, an estimation of the level of effort required to implement and support the solution and include a proposal for the Offeror to perform the implementation.

C. Reporting:

The proposed solution shall provide real-time reporting that provides instant access to all data collected from the forms and reports and shall be delivered in the following formats:

- 1. Excel,
- 2. csv, or
- 3. .txt formats

D. Invoicing:

Invoices shall be mailed to the following address:

Henrico County Public Schools

Attention: Angela Melton

P.O. Box 23120

Henrico, VA 23223

IV. COUNTY RESPONSIBILITIES:

The County will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract.