## Solicitation Number: RFP #042020

## CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Rycor Solutions (US) Corp., 4960 S. Gilbert Road, Suite 1-267, Chandler, AZ 85249** (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

### 1.  TERM OF CONTRACT

A.  EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B.  EXPIRATION DATE AND EXTENSION. This Contract expires May 31, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C.  SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

### 2.  EQUIPMENT, PRODUCTS, OR SERVICES

A.  EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model.  Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B.   WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.  Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C.        DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

## 3.  PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A.   SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B.   SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C.   HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4.   PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B.   ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor.  Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C.   PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D.   SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E.   TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1.  The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2.  Federal,  state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3.  Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F.   GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7.   CUSTOMER SERVICE

A.   PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B.   BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 8.   REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A.   CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9.  AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## 10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A.   ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B.   AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C.   WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D.   CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E.   RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## 13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY
1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
    b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

    a.    Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

    b.    Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

    c.    Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B.   PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C.   MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D.   ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A.   PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1.   *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2.   *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

3.   *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B.   DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1.   Nonperformance of contractual requirements, or
2.   A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A.  REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4.      *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

> Minimum Limits:
> $2,000,000

5.      *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

> Minimum Limits:
> $2,000,000 per claim or event
> $2,000,000 – annual aggregate

6.      *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

> Minimum limits:
> $2,000,000 per occurrence
> $2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C.   ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D.   WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E.   UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F.   SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

## 21. COMPLIANCE

A.   LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B.   LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## 22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A.   EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B.   DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C.  CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D.  RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E.  CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F.   DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G.   BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H.   RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I.   ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J.   BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K.   ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L.   PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

|                     Sourcewell                      |            Rycor Solutions (US) Corp.            |
| --------------------------------------------------- | ----------------------------------------------- |
| DocuSigned by: *Jeremy Schwartz*                    | DocuSigned by: *Ryan D Kerr*                    |
| By: _____ C0FD2A139D06489... _____                  | By: _____ C3CC677A6FE5410... _____              |
| Jeremy Schwartz                                     | Ryan Kerr                                       |
| Title: Director of Operations & Procurement/CPO     | Title: CEO                                      |
| Date: 5/26/2020 \| 8:38 PM CDT                      | Date: 6/5/2020 \| 1:08 PM CDT                   |

Approved:

DocuSigned by: *Chad Coauette*

By: _____ 7E42B8F817A64CC... _____

Chad Coauette

Title: Executive Director/CEO

Date: 6/5/2020 | 1:20 PM CDT

# RFP 042020 - Fee Management and Online Payment Portal Software Solutions

## Vendor Details

| | |
|---|---|
| Company Name: | Rycor Solutions (US) Corp |
| Does your company conduct business under any other name? If yes, please state: | Arizona |
| Address: | 4960 S. Gilbert Rd<br>Suite 1-267<br>Chandler, Arizona 85249 |
| Contact: | Courtney Loo |
| Email: | rfp@rycor.net |
| Phone: | 800-310-3660 120 |
| Fax: | 800-310-3660 |
| HST#: | 38-3932742 |

## Submission Details

| | |
|---|---|
| Created On: | Friday March 20, 2020 16:25:59 |
| Submitted On: | Friday April 17, 2020 13:14:50 |
| Submitted By: | Courtney Loo |
| Email: | rfp@rycor.net |
| Transaction #: | 857bcae4-1bb1-42d0-9c65-b356a61d67bc |
| Submitter's IP Address: | 24.87.212.226 |

**Specifications**

## Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Rycor Solutions (US) Corp.<br>DBA:  RYCOR | * |
| 2 | Proposer Address: | 4960 S. Gilbert Road<br>Suite 1-267<br>Chandler, AZ 85249 | * |
| 3 | Proposer website address: | www.rycor.net | * |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Ryan Kerr, CEO<br>Suite 840<br>980 Howe St.<br>Vancouver, BC<br>V6Z 0C8<br>ryan.kerr@rycor.net<br>1-800-310-3660 x2 | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Courtney Loo<br>Manager of Proposals<br>Suite 840<br>980 Howe St.<br>Vancouver, BC<br>V6Z 0C8<br>courtney.loo@rycor.net<br>1-800-310-3660 x120 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Bruce Fladebo<br>Sales Manager<br>Clearwater, MN<br>bruce.fladebo@rycor.net<br>1-888-223-9565 | |

## Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Since 2000, RYCOR has been providing and supporting business software solutions used exclusively by K-12 School Districts across North America. We specialize in Service Solutions that enhance the operational productivity of schools and districts. Our suite of components is feature-rich and flexible and sets the industry standard for fee management and online payments. |
|---|---|---|

RYCOR's corporate mantra is to deliver an unparalleled productive experience for all of a District's stakeholders: parents, teachers, school support staff and district office staff. Each component is designed to be intuitive, responsive, secure and easy. We are a constantly improving organization and that is reflected in our components and our service.

Our company continues to experience consistent double- digit annual growth in market share, client base and workforce. With more than 20 years serving schools and Districts, we have positioned ourselves as one of the fastest growing companies in the K-12 software industry and have access to the resources needed to make every project a success.

Quick Facts about RYCOR
- Since incorporating in 2000, we have 98.5% customer retention rate.
- Our Corporate offices are in Chandler, AZ, and Vancouver, BC
- We have sales offices in Alberta, British Columbia, Minnesota, and Texas.
- All development and support are handled in-house at North American offices.
- We are certified Payment Card Industry (PCI) Compliant.
- We employ a scalable Software as a Service (SaaS) model.

Market Share
RYCOR is installed in over 80 school districts across North America and used by over one million students and parents.

Dynamic and Responsive Solutions
RYCOR works well with other software systems as RYCOR frequently partners with key industry leaders in education technology. Our RYCOR Sync integrations include, but are not limited to, the following systems:

- Student Information Systems (e.g. Infinite Campus, PowerSchool, Aspen)
- School Communication Systems
- Student Nutrition Software Systems
- Library and Textbook Management Systems
- Financial and Accounting Systems
- Registration Management Systems
- Student Transportation Management
- Merchant Account & Payment Gateway Providers

K-12 Industry Experience
RYCOR has over 20 years' experience providing Fee Management, Online Forms, and Online Payment services EXCLUSIVELY to K-12 School Districts in North America. We are hyper-focused on our delivering industry-specific, best-in-class software and supporting services to our clients. With our decades of experience, we have been able to continuously expand our features and functionality with user experience at the forefront of our research and development efforts. We pride ourselves on listening to our clients and responding to their needs in a timely matter.

Other companies in our space may have bought other software vendors in order to provide specific functionality or expand their client base, but RYCOR is proud that 100% of our software was designed in-house, over time, all using the same underlying database and framework. This means that all of our modules work seamlessly together because they are the same software program. This is precisely why we are able to offer so much functionality in our proposal. There is no complicated installation or integration involved.

Our software services are offered as a 100% hosted solution, removing the physical and financial burden of expensive server hosting and PCI compliance from the School District. This model ensures that our clients have the most secure and up-to-date version of our software at all times.

Our K-12 experience also provides RYCOR with long-standing partnerships and secure integrations with other trusted software vendors in the education industry. From Student Information Systems, and District Finance Software, to Student Nutrition, and Transportation Management, RYCOR is able to offer our clients seamless integrations with existing and future District databases, without the need for costly customizations. This is due to our proprietary sync technology, granted to the School District when they become our clients.

| 8 | What are your company's expectations in the event of an award? | We expect to takeover much of FeePay's K-12 business, in the event the company stops supporting their software in August 2020.<br><br>We also plan to market the contract to other K-12 Sourcewell members. | * |
|---|---|---|---|
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | RYCOR continues to experience consistent double- digit annual growth in market share, client base and workforce.  With more than 20 years serving schools and Districts, we have positioned ourselves as one of the fastest growing companies in the K-12 software industry and have access to the resources needed to make every project a success.<br><br>RYCOR is a multi-million-dollar private company that has an average annualized growth of 21%.  RYCOR is a profitable, debt-free and cash flow positive firm. We are also a privately-owned company and therefore cannot disclose our latest audited financial statements.<br><br>RYCOR has provided the following items to demonstrate our financial viability:<br>•     Letter of Reference from our Accounting Firm<br>•     Dunn and Bradstreet report. | * |
| 10 | What is your US market share for the solutions that you are proposing? | RYCOR currently provides software services for over 650,000 students in the US. | * |
| 11 | What is your Canadian market share for the solutions that you are proposing? | RYCOR current provides software services for over 360,000 students in Canada. | * |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No.   RYCOR has never petitioned for bankruptcy protection. | * |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider?  Answer the following question (either a) or b) below) that best applies to your organization.<br>a)     If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b)     If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | RYCOR provides Software as a Service.  We directly employ all sales, development, and client services staff in our North American offices. | * |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Providers of Online Payment services must be PCI DSS Compliant (Payment Card Industry Data Security Standard Compliant). All transactions in RYCOR are made via secure and fully encrypted connections. RYCOR is certified PCI compliant by Trustwave® to process credit card information and uses VeriSign SSL certificates to maintain secure transactions. PCI Certification involves an extensive and rigorous audit of system infrastructure and controls to ensure Payment Card Association standards to process credit card information.  This includes controls on physical access, network infrastructure and data handling.  RYCOR undergoes daily scans, as well as monthly PCI audits. | * |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | N/A. | * |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|-----------|----------|-----------|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | •   SIIA CODIE Awards – 2020 Finalist for Best Administrative Solution<br>•   SIIA CODIE Awards – 2020 Finalist for Best Payments Solution<br>•   SIIA CODIE Awards – 2019 Finalist for Best K-12 Enterprise Solution<br>•   Great Place to Work – 2019 Winner for Best Workplaces in Technology<br>•   Great Place to Work – 2018 Winner for Best Workplaces in Technology<br>•   Stevie Awards (American Business Awards) – 2018 Bronze winner for Customer Service Department of the Year – Computer Software<br>•   Stevie Awards – 2018 Bronze winner for Back-Office Customer Service Team of the Year | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 0% of our sales have been to the governmental sector. | * |
| 18 | What percentage of your sales are to the education sector in the past three years | 100% of our sales are in the K-12 education sector. | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | We do not currently hold any state, provincial, contracts. We were recently awarded a new contract with TIPPS (Texas Interlocal Purchasing System), but have not yet generated any sales from them. | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | We do not hold any GSA or SOSA contracts. | * |

## Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---------------|----------------|----------------|---|
| Olentangy Local School District<br>7840 Graphics Way<br>Lewis Center, OH 43035 | Cindy Comyns, Network Specialist<br>cindy_comyns@olsd.us | 740-657-4323 | * |
| Richland Two School District<br>6831 Brookfield Road<br>Columbia, SC 29223 | Vickie McIntyre, Business Office<br>vmcintyr@richland2.org | 803-738-3291 | * |
| Pasco County School District<br>7727 Land O'Lakes Blvd.<br>Land O'Lakes, FL 34638 | Jayne Haire, Financial Accounting Analyst<br>jhaire@pasco.k12.fl.us | 813-794-2279 | * |
| Calgary Catholic School District<br>1000-5 Avenue SW<br>Calgary, AB T2P 4T9 | Cheri Dusanko, Chief Accountant<br>cheri.dusanko@cssd.ab.ca | 403-500-2722 | |
| Edmonton Catholic School District<br>9807-106 Street<br>Edmonton, Alberta  T5K 1C2 | Kathleen Station, Manager School Support Finance<br>Kathleen.Station@ecsd.net | 780-441-6152 | |

## Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|-------------|---------------|-------------------|-----------------|------------------------|----------------------------------|---|
| A | Education | AB - Alberta | Fee Management, Online Payments | $101,935 USD | $549,173 USD | * |
| B | Education | Florida - FL | Fee Management, Online Payments, Online Forms | $75,210 USD | $487,575 USD | * |
| C | Education | AB - Alberta | Fee Management, Online Payments | $132,088 USD | $477,450 USD | * |
| D | Education | South Carolina - SC | Fee Management, Online Payments, Online Forms | $71,305 USD | $340,910 USD | * |
| E | Education | South Carolina - SC | Fee Management, Online Payments | $80,950 USD | $317,793 USD | * |

## Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 23 | Sales force. | RYCOR directly employs one VP of Sales & Marketing and 2 Marketing Specialists in our Vancouver, BC offices.  We also directly employ 4 Sales Managers in Vancouver, BC, Calgary AB, Plano TX, and Minneapolis, MN. | * |
| 24 | Dealer network or other distribution methods. | Since RYCOR sells software as a service, our products are downloaded directly by the client from the Internet.  There are no third parties involved in our sales or delivery. | * |
| 25 | Service force. | RYCOR has a 12 member Client Success Team that handles Technical Support, Implementation, Training, and Client Success Services. | * |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable.  Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | TECHNICAL SUPPORT<br><br>RYCOR Technical Support and Client Success services are included FREE of CHARGE with every software contract.  This means that we provide mentoring and support for the entire LIFETIME of your contract at no additional cost.  Please read below to learn more about our different Support Levels, hours of operation, service level categories, RYCOR Support Center, and Client Success Services.<br><br>Support Levels<br>Level 1 Support<br>Level 1 Support, or support to individual school, staff or parent users, is the responsibility of the School District. Examples of Level 1 Support issues include, but are not limited to:<br>• User account management<br>• Password resets<br>• Student account inquiries<br>• Parent payment inquiries<br>• Bank reconciliation<br><br>RYCOR does not provide Level 1 Support to individual end users (i.e. parents), but we do provide Level 2 Support for District and IT Administrators of the system. The majority of parent online payment questions relate to individual student accounts. If parents have questions or concerns about fees, payment history, refunds, financial assistance, or outstanding balances, they should direct their questions to their child's specific school.  RYCOR will provide a link to your district's school contact information.<br><br>Level 2 Support<br>RYCOR will only provide Level 2 (District and IT Level) Support as part of any service contract. Level 2 Support includes:<br><br>• IT system support for RYCOR licensed products<br>• Any District-level support issue - see the section<br>• Any Level 1 Support issue that requires escalation<br>• Level 2 support for up to 5 School District contacts<br><br>Only School District-designated Support contacts may contact RYCOR's Support Desk for Level 2 support, which includes:<br><br>• Phone support<br>• Remote Desktop Support<br>• E-mail support<br>• 24/7 access to the online RYCOR Support Center to search, read and download help documentation<br>ask a question<br>post in our feature suggestion forums<br>submit a Level 2 Support Ticket<br><br>Hours of Operation<br>District-designated support contacts can call toll-free during our regular business hours, as well as e-mail or submit a support ticket 24/7.  Responses to e-mails and support tickets will be handled during regular business hours.<br><br>RYCOR Technical Support is available from 8:00 am to 6:00 pm CST.  A 24-hour emergency phone number will be provided for Critical Level Issues that take place outside of regular business hours. | |

RYCOR Support Center
District designated support contacts gain 24/7 access to the RYCOR Support Center, through which users can:

- search and read our extensive knowledge base
- download help documentation (user manuals, quick reference guides)
- ask a question
- post in our feature suggestion forums
- view and download training videos
- submit a Level 2 Support Ticket

CLIENT SUCCESS SERVICES
Included FREE with every RYCOR contract, is a subscription to our Client Success Services.  The Client Success department is more than regular technical support. To put it simply, Client Success is proactive, support is reactive. Our goal is to understand our clients – not just their pain points, but their entire work-process – and be able to identify where our products can not only solve their problems, but how they can benefit from current and future opportunities. Client Success is about continually and increasingly receiving value from and through RYCOR. At RYCOR, we think of you as our client, not customer. You're not standing in line to buy an ice-cream cone from us and never seeing us again. Our relationship with our clients is more intimate, like that of an accountant. We're here to listen, offer solutions, and support the School District for the entire lifetime of their contract.

Too many software users are frustrated by their treatment as just another ticket, number, or dollar sign. One of the top issues in the realm of Technical Support of today's companies is 'touchpoint amnesia.' This is a process that everyone has gone through and no one enjoys. It refers to the practice of passing the client around between departments, requiring customers to continually repeat themselves. The issue is that not only do the new departments not know the information that was easily available to the old departments, but that the client's history has not traveled with them as they are bounced back and forth.

At RYCOR, when you send in a ticket for assistance, everyone in the company has access to that ticket, its associated history and internal notes, as well as the past tickets from you and your district. This makes it easier for us to better assist you without you having to ask every question or repeat yourself countless times. On our end, we will bring into the mix anyone who needs to be on the ticket without you having to ask, and make sure they understand what the ticket is about.  Being proactive helps us all, and Client Success means being as proactive as possible.

IMPLEMENTATION TEAM

Our 12-member strong RYCOR Client Success Team includes four dedicated and experienced Implementation Project Managers who divide the work of onboarding clients between them.  Although the RYCOR Implementation Project Manager is the main point of contact for the client, each implementation project is overseen by our Director of Client Success, and supported by the Sales Manager, Implementation Manager, Technical Support Manager, Training Manager, and team of Client Success Specialists. Because of this network of support, our Implementation Project Managers are able to guide and give specialized attention to School Districts through the on-boarding process and throughout their first year of service.

Each onboarding client will be assigned a dedicated RYCOR team comprised of:

Implementation Project Manager – main point of contact for the District Implementation Team. Participates in all meetings and phone calls and is responsible for the overall timeline and completion of the project.  Provides guidance and support to the client throughout all steps of the on-boarding project and communicates any project deviations to senior management.

Sales Manager – oversees the transition from Sales to Client Success. Is the point person for inquiries about the RYCOR service contract, including pricing, terms, purchase orders, and payment deadline. Communicates client expectations to RYCOR Client Success and builds an ongoing relationship with the client.

Training Specialist – works with the District Implementation Team to plan, organize, and customize District-level and
School-Level training sessions.  Participates and leads training sessions, and is also responsible for post-production video editing and publishing.

Client Success Specialist – supports the Implementation Project Manager with all tasks related to on-boarding client.  Works directly with client on online payment website setup and EMV Terminal configuration. Participates in all meetings and phone calls sends out appropriate documentation to clients. Serves as the post-implementation Support contact for the District.

Technical Support Specialist – responsible for the synchronization between RYCOR and District databases, such as Student Information System, Transportation, Student Nutrition, and District Finance. Provides support to District IT with installation, configuration and deployment of RYCOR software.

Software Developer – responsible for implementing any client customizations, such custom financial exports that auto upload to the District's Financial System, or custom queries that join information together from outside Databases for use inside RYCOR.

IMPLEMENTATION SERVICES
Please read below for a listing of our proposed implementation services, all of which are INCLUDED in our pricing proposal.

Project Management & Consultation
• Dedicated Project Manager assigned to your School District
• Phone consultation and/or meeting requests
• Expert feedback on school fee infrastructure, district standardization, best practices, business process change, SIS integration, merchant account integration, etc.

Business Review and Best Practices
• Review of current and desired business processes
• Phase-out strategizing for legacy systems and processes
• Best Practices review for change management, implementation, and community stakeholder buy-in of new system

Student Data Collection and Import
• Synchronization with SIS database server and RYCOR database server
• Import and validation of school and student data to RYCOR
• Data includes school contact information, student demographics, student schedules, and course, group, team, and activity membership.
• Custom fields and activities in SIS may be imported upon request.

Single Sign-On Customization
• Test and deploy ADFS or Azure Active Directory single sign-on for Windows user accounts
• Implement Single Sign-on customization for SIS Portal and RYCOR Online Payment Portal
• Monitor and support integration post GO LIVE

Fee Import and Validation
• Initial import of district Fee Definitions and General Ledger Accounts
• Soft launch of RYCOR school sites into sandbox environment
• Final import of district Fee Definitions and General Ledger Accounts
• Live launch of RYCOR school sites

School District Finance System Integration
• Development of custom report to allow automated export of RYCOR financial data into District Finance System

Legacy System Fee Data Conversion
• This service includes the import, format and validation of data from legacy system or SIS into RYCOR. The result is a transfer of fees and outstanding balances to RYCOR.

| | | | |
|---|---|---|---|
| 27 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | RYCOR has offices in Chandler, AZ and 65% of our client base are K-12 schools and Districts in the USA. | * |
| 28 | Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | RYCOR's headquarters are located in Vancouver, BC and 35% of our client base are K-12 schools and Districts in Canada. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | There are no geographic areas in the US or Canada that are not serviceable by RYCOR. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | RYCOR only provides service to the K-12 education sector. RYCOR does NOT provide service to any other sector. | * |

| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | RYCOR cannot offer online payment processing services to the US Territories. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | RYCOR Marketing Strategy<br><br>High-Level Overview<br>1.  Objectives - 1,000 Website Leads and 10 Demos per region Annually<br>2.  Strategy - Social Proof, Personalization, Hands on Experience<br>3.  Tactics - Create Content and Adopt integrated marketing channels to distribute content<br><br>OBJECTIVE<br>The goal of the Marketing Team is to maximize the number of school businss officials (sales initiators) that are aware of RYCOR and are actively considering RYCOR software services. Each marketing tactic will be measured by the following metrics:<br><br>A.  Awareness (Website Visitors) - Track the origination of each lead visiting the RYCOR website.<br>B.  Consideration (Demos) - Track the marketing materials that led to a demo booking.<br>C.  End Result (Sales) - Track the per student cost of acquisition of each sale marketing influenced.<br><br>RYCOR Client's Needs and Wants<br>The Marketing Team will be focusing on the following RYCOR benefits:<br><br>1.  Automation<br>2.  Parent Convenience<br>3.  Financial Standardizationa<br>4.  Experience<br>Negatives - Why Districts don't choose RYCOR<br><br><br>STRATEGY<br>The Marketing Team will be using social proof, personalization, and hands-on experience to demonstrate RYCOR's fit with District needs.<br><br>A.  Social Proof - Highlight how RYCOR has helped Districts achieve success<br>B.  Personlization - Efficient and targeted messages to decision makers that are personal and relevant to their needs<br>C.  Hands-on - Have leads easily experience RYCOR's comprehensive and easy-to-use features<br><br>TACTICS<br>The marketing team will use multiple marketing channels to deliver a consisten and relevant message to potential leads.  These channels include:<br><br>1.  Digital Marketing - Google Ad-words, Bing Ads, Display Marketing, Social Media Ads<br>2.  Social Proof - Testimonials, Video Testimonials, Reviews, Press Releases<br>3.  Marketing Materials - Video, Website Additions, Brochures, E-book, Printed Materials, White Papers<br>4.  Direct Communications - E-mail campaigns, Low-value Direct Mail, Direct Mail<br>5.  Events - Hand-outs, Swag, Expo Activity, Speaking Engagements, Webinars, Lunch & Learns | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | RYCOR currently employs digital marketing tactics such as Google Ad-words, Bing-Ads, Display Marketing, and Social Media Ads.  In addition, we track meta data of all website and search activity related to RYCOR. | * |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | We expect be promoted on Sourcewell's website as an approved / preferred vendor of Fee Management and Online Payment Services.  We also hope to exchange marketing material so we can co-market the contract under each other's brand.  If we are awarded a Sourcewell contract and become a recommended vendor, the Sourcewell stamp of approval will definitely lend further legitimacy to the RYCOR brand.  We plan on presenting the Sourcewell contract to interested school Districts who can use the existing contract to avoid having to go through a costly and timely RFP process of their own. | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | At this time, RYCOR software is not available through an e-procurement ordering process. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|---|---|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | RYCOR understands that user training is the key to successful implementation.  We also realize that our delivery must accommodate the needs of a wide range of user experience and District resource variables. As such, RYCOR will develop a custom training plan to meet your needs. The following training services are available during implementation or can be requested during the school year through the Client Success team.  All training programs are customizable to the District's specific needs.<br><br>Training for Implementation Team or District Users<br><br>Training for District users and the Implementation Team is given in two parts.<br>Part 1 - RYCOR Fee Management Fundamentals<br>Duration:  3.0 hrs      Format:  Webinar      Sessions:  1 session<br>Part 2 - RYCOR District Manager & Online Payments<br>Duration:  1.0 hr      Format:  Webinar      Sessions:  1 session<br><br>Training for School or End Users<br>Training for school or end users can be given in two different formats.<br>Option 1 - RYCOR Essential Training (Part 1 & 2)<br>Duration:  3.0 hrs      Format:  Webinar      Sessions:   2 x 1.5 hr sessions<br>Option 2 - RYCOR Hands-On Training (Part 1 & 2)<br>Duration:  4.0 hrs      Format:  Hands-On Webinar      Sessions:  2 x 2.0 hr sessions<br><br>Supplemental Training<br>These sessions are for users who have had previous RYCOR training or will be receiving additional RYCOR training. Training topics can be based on custom requests.<br><br>General Overview / Refresher Session<br>Duration:  Custom      Format:  Webinar      Sessions:  1 session<br>Custom Topic Training Session<br>Duration:  Custom      Format:  Webinar      Sessions:  1 Session<br>RYCOR Point-of-Sale<br>Duration:  1.0 hr      Format:  Webinar      Sesssions:  1 session<br>RYCOR Online Forms<br>Duration:  3.0 hrs+      Format:  Hands-On Webinar      Sessions:  1 session<br><br>Training Formats<br>RYCOR offers four types of training formats:<br><br>1.   Webinar Training<br>Webinar training is a lecture style format in which users watch and listen to the trainer, but do not get access to a hands-on training site.  This format only requires a single computer.<br>Requirements:<br>•      projector and screen (if there are more than 2 people)<br>•      computer<br>•      Internet access<br>•      speaker phone or computer microphone & speakers<br><br>2.   Hands-On Webinar Training<br>Hands-on training involves regular webinar training combined with exercise modules done by users in a RYCOR training lab at the District site. Each user must have access to a computer.<br><br>Requirements:<br>•      computer lab<br>•      District training facilitator<br>•      projector and screen<br>•      Internet access<br>•      speaker phone or computer microphone & speakers<br><br>3.   On-site Training<br>Delivery costs of on-site training is the same as webinar or hands-on webinar training, with the exception that the client is also expected to pay all reasonable travel expenses (flight, hotel, meals, car rental/taxis, etc.).<br><br>4.   Training Videos<br>All training sessions are recorded and video files are distributed via download link to training participants after the session.<br><br>In addition to the custom training videos that we record and edit for the District, RYCOR also offers access to our Training Video Library, where users can access both comprehensive training videos and shorter 'Tips & Tricks' videos, which focus on a single training topic. Access to the Training Video Library is included free of charge with RYCOR Client Success Services. New Tips and Tricks videos are released to clients every month. |

In the event that scheduling a large group training session is not possible, or inconvenient, the District can freely distribute our download links to RYCOR Training Videos.

Also, Districts can host their own training or refresher sessions by using our pre-recorded training videos and supplementing the session with District-specific business practices they would like to convey to end-users.

Comprehensive Training Videos:
- RYCOR – Fee Management
- RYCOR – Online Forms
- RYCOR – Point-of-Sale
- RYCOR – Asset Management

Cashless Transaction Management Solution & Related Services RFP

Tips & Tricks Training Videos
- Making Forms Pretty
- E-mail Campaigns
- Submitting Tickets
- Year End Roll-Over
- Prorating
- District Center
- Search Filters
- Everyone From
- Graduated Students
- Group Waivers
- Internal Documentation
- Forwarding Information
- Excel Imports
- Input Format

| # | Question | Response | |
|---|---|---|---|
| 37 | Describe any technological advances that your proposed equipment, products, or services offer. | Our solution offers an integrated approach to online fee management, online forms and online payments, providing parents and the District community with a one-stop shop for all their needs. This reduces cash-handling in the schools and saves on paper, time, and valuable staff resources. | * |
| 38 | Describe any "green" initiatives that relate to your company or to your equipment, products, or services, and include a list of the certifying agency for each. | For RYCOR we believe our actions underscore respect for the planet and our concern for future generations. To us, sustainability is a simple concept. We want to minimize our carbon footprint. How do we do this? We just do really simple things. For example, RYCOR has just one printer for our entire office to try and limit our paper use. We compose. We recycle. At RYCOR we are not into bold statements, we are driven by everyone of us consistently doing the right things. Our approach to sustainability is an excellent example of this RYCOR principle.<br><br>In addition to daily practice, we selected our new head office location primarily because it is ideal for any public transit user and it has also achieved LEED Gold Certification. LEED (Leadership in Energy and Environmental Design) is a rating system devised by the United States Green Building Council to evaluate the environmental performance of a building and encourage market transformation towards sustainable design. Our office has sustainable features including:<br>• Floor-to-ceiling, high performance glazing on exterior wall of all offices<br>• Triple-paned windows for lower energy loss and increased sound proofing<br>• High-efficiency mechanical, electrical, heating and cooling systems<br>• Rainwater harvesting used for irrigation<br>• Low flow plumbing fixtures throughout<br>• Occupancy sensors to control office lighting<br>• LED lighting throughout | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | N/A. | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | N/A | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell | Here are five meaningful ways RYCOR is different from our key competitors.<br><br>1. Dynamic Fee Management | |

| | |
|---|---|
| participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | RYCOR provides dynamic, real-time fee management, not static, one-time fee collection. Our system streamlines business processes by automating the entire fee management cycle, including creating fees, assessing students, billing parents, collecting payments, and reconciling accounts.  Other vendors may claim to automate this cycle, but their functionality is a limited and manual, one-shot process. Their system can automatically add a fee to all students in a particular grade or school, but only at a specific moment in time. After the mass assessment is complete, they have no way to automatically add the fee to new students without duplicating the fee on existing accounts, creating a huge amount of clean-up work.  Furthermore, once the fee is added to student accounts, the competition has no way to edit, prorate, waive, or adjust the fee. This is because their functionality is static with no flexibility to adapt to changing scenarios.

With RYCOR, you get a dynamic Fee Management solution that allows the District to set up their pricing and policies at the beginning of school and have our system AUTOMATICALLY add, remove, prorate, waive, and refund fees throughout the year. This dynamic assessment is made possible because RYCOR synchronizes with your Student Information System in real-time, to bring across enrollment status, demographic information, free and reduced waiver status, and scheduling information. If a student drops a class or joins an activity, RYCOR will immediately adjust the amount owing on the student's account balance. As transactions occur, RYCOR creates detailed entries in batches and GL accounts, efficiently balancing the books of each school within the District.  Money gets to where it is needed with automatic GL account allocation.

Our Fee Management engine is also as flexible as it is powerful, allowing users the ability to easily make changes and correct mistakes. Our Exception Management includes functionality to undo payments, re-allocate payments, and transfer payments to different students. Users can also edit fee definitions, including fee amount, assessment criteria, prorate rules, and GL account association, edit fee amounts on student accounts, adjust individual fees, and setup group waivers for specific fees at specific percentages. All Exception Management functionality can be controlled through security rights, so each user has the appropriate tools to do their job with confidence.

With RYCOR Fee Management, student accounts will always be up-to-date and in sync with the District's Student Information System.  This allows the District and schools to operate more efficiently and make better decisions.

2. Synchronization with existing and future District Databases
RYCOR Sync, our proprietary application, enables synchronization with existing District systems that do not normally have available APIs (Application Program Interface). This reduces the need for costly work orders and customizations that would otherwise be financially and technically prohibitive to implement with smaller economies of scale. This key integration piece is made possible with RYCOR Sync, a small program that runs on a local or virtual machine that can access existing databases throughout the District.

By using powerful SQL queries, RYCOR Sync can join information from multiple systems for use in RYCOR, allowing for a customized and unparalleled reach into District databases not possible with proprietary APIs. If the District were to change service providers at any time for SIS, Finance, Transportation, Merchant Accounts, etc., RYCOR would be able to integrate with these systems as well without further cost to the District.

3.  Automated Custom Reporting to Interface with Finance
In addition to built-in reports that users can generate on-demand, RYCOR is capable of automatically exporting custom reports that interface with the District's Financial System. This report can export on a daily basis, or at any interval that is required (weekly, monthly, etc.). The report file can be emailed to users, automatically exported to any folder on the District's network, and can also be automatically uploaded via FTP to the District's Financial System. These custom reports will automate and eliminate many manual processes at the school district, from running several reports to aggregating district-wide data, to sending school-level reports to central office, and manually entering journal entries into the Finance System.

4.  Included Online Forms Solution
Unlike some other systems that require you to submit a PDF or Word version of your form in order to display it online, RYCOR allows users FULL CONTROL to create unique online forms and form templates through our easy-to-use Drag and Drop Form Designer.  Form items, such as text boxes, radio buttons, and drop-down lists, can be dragged onto the form preview window, and then repositioned and rearranged with the click of a mouse.  Each item has its own configuration settings, from color and font size, to width, default value, and mandatory response required.  RYCOR's Form Designer is equally intuitive as it is powerful, providing users with hundreds of options to create their perfect form, with or without attached fees.

5.  Best in the Industry RYCOR Service
Other vendors may charge hundreds of thousands of dollars in service fees, asking their employees to keep track of every minute spent talking to or thinking about the client. With RYCOR, however, we want your project and your District to succeed, no matter how many hours of professional services are incurred in the process. We are only charging the District |

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|---|---|---|
| | | a nominal flat fee for all implementation and training services, to recoup a small part of our expenses.  We view a partnership with Plano ISD as a lifetime value of a client, so it is worth RYCOR's investment of time and resources to help you succeed.<br><br>In addition to implementation and training services, included with every RYCOR contract is a subscription to our Client Success Services.  The Client Success department is more than regular technical support. To put it simply, Client Success is proactive, support is reactive. Our goal is to understand our clients – not just their pain points, but their entire work-process – and be able to identify where our products can not only solve their problems, but how they can benefit from current and future opportunities. Client Success is about continually and increasingly receiving value from and through RYCOR.  At RYCOR, we think of you as our client, not customer. You're not standing in line to buy an ice-cream cone from us and never seeing us again. Our relationship with our clients is more intimate, like that of an accountant. We're here to listen, offer solutions, and support the School District for the entire lifetime of their contract. |

## Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|---|---|---|---|
| | | | |

| 42 | Describe any performance standards or guarantees that apply to your services (turnaround times, processing and payment times, etc.) | Please see below for RYCOR's guaranteed Service Level Metrics:<br><br>Service Level Metrics<br><br>Availability = (Total Monthly Minutes – Maintenance Time – Downtime)/ Total Monthly Minutes – Maintenance Time)* 100%<br>Service Level Objective<br><br>Availability – All Production Servers – RYCOR Data Center systems<br>Service Level Objective:  99%<br>Availability – All Development/Test Servers (Hardware & OS) – RYCOR Data Center systems<br>Service Level Objective:  95%<br><br>Disaster recovery is recovery of the operating system, database, and all associated applications, network and web services. Database recovery is to within 15 minutes of last transaction posted before disaster.<br>Service Level Objective:  48 hours after disaster declared<br><br>System Response Time based on mutually agreed upon interactive transactions. Objective is based on average permit of all transactions executed.<br>Service Level Objective:  Dialog response time, 3 seconds or less, exclusive of network time.<br><br>Service Level Categories<br>Please read below for RYCOR's service level categories.<br><br>Service Level Category      Criteria<br>1 - Critical      An Incident causing a complete interruption or extreme degradation of RYCOR Services to the environment, or business operation. Those affected cannot operate in an automated<br>Response Time:  30 minutes      Resolution Time:  4 hours<br><br>2 – Major      An Incident causing significant interruption or degradation of RYCOR Service, to the environment, or business operation, even if there is an automated means that mitigates the effect of the Incident.<br>Response Time:  60 minutes      Resolution Time:  8 business hours after 1st contact<br><br>3 – Moderate      An Incident causing a moderate interruption or degradation of RYCOR Service to the environment or business operation. While immediate impact is moderate, the risk for increased impact may be apparent. The incident is categorized as Severity 3 even if there is an automated or manual contingency plan that allows those affected to achieve a level approaching normal service delivery during the event.<br>Response Time:  4 business hours      Resolution Time:  4 business days<br><br>4 – Minor      An incident causing minimal interruption or degradation of a RYCOR Service to the environment, or business operation (includes single User issues). An automated or manual contingency plan may be available.<br>Response Time:  8 business hours      Resolution Time:  Next software patch release | * |

| 43 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | Our RYCOR Client Success team aims to ensure School District business continuity and organization productivity through the continued use and support of our software.<br>We measure our success through 8 Key Performance Indicators:<br><br>1.  Lost business hours<br>The number of hours school district business is down because RYCOR services are disrupted.<br>Goal:  Keep lost business hours to a bare minimum.<br><br>2.  Change success rate<br>The number of successful changes to the total number of changes that were executed in a given time frame.<br>Goal:  Achieve a higher percentage of successful change implementations (e.g. updates)<br><br>3.  Infrastructure stability<br>A highly stable infrastructure is characterized by maximum availability, very few outages, and low service disruptions.<br>Goal:  Maintain a highly stable infrastructure.<br><br>4.  Ticket volume trends<br>Total number of tickets handled by the RYCOR Client Success team and their patterns within a given time frame.<br>Goal:  Optimize the number of incidents and service requests, and prepare the Client Success team to handle the ticket load.<br><br>5.  First call resolution rate (FCRR)<br>Percentage of incidents resolved by the first level of support (first call or e-mail with the Helpdesk).<br>Goal:  Have a higher level of FCRR<br><br>6.  SLA compliance rate<br>Percentage of incidents resolved within the agreed SLA time.<br>Goal:  Maintain maximum SLA compliance rate.<br><br>7.  Cost per ticket<br>The total monthly operating expense of RYCOR Client Success, divided by the monthly ticket volume.<br>Goal:  Maintain minimum levels of cost per ticket.<br><br>8.  Software asset utilization rate<br>The percentage of software products and licenses in actual use by the business.<br>Goal:  Maximum ROI on software investments. | * |
| 44 | Describe any service contract options for the items included in your proposal. | Technical Support and Client Success Services are included FREE of charge with any RYCOR contract. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 45 | What are your payment terms (e.g., net 10, net 30)? | Net 30. | * |
| 46 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | RYCOR's order process is as follows:<br><br>1. Clients introduced to RYCOR through the Sourcewell platform will begin by coordinating with our Client Success Team to determine the scope and timing of onboarding, followed by RYCOR preparing and sending a License Agreement to the prospective client, which contains all required information to complete Sourcewell's Contract Sales Activity Reports.<br><br>2. Once signed, the client typically prepares a Purpose Order for RYCOR. If the client does not prepare Purchase Orders then the License Agreement will act as the primary source document.<br><br>3. Once a Purchase Order is received, RYCOR invoices the client for one-time Training and Implementation Fees.<br><br>4. After the implementation process is concluded and the software is set up, RYCOR prepares an annual (recurring) invoice for the Fee Management Subscription.<br><br>5. Once per quarter, the client is also invoiced for amounts relating to their Online Payment Transactions<br><br>6. All sales are tracked in parallel Invoice Registers which will provide the required sales details for preparation of the quarterly Sales Activity Reports. | * |
| 47 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | No, RYCOR does not accept the P-card procurement and payment process. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|

| 48 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Please read below for a detailed description of our fee structure and costs.

**Implementation & Training – Initial Cost**
Implementation is being charged as a one-time flat fee of $0.20 per student enrolled and 30 hours of live webinar training (with no limit on participants) are included at no additional cost.

**RYCOR Annual Subscription Fee – Ongoing Cost**
RYCOR is proposing a hybrid pricing model that includes a flat subscription fee based on student enrollment and a variable transaction fee that is applied to online payment and in-person credit/debit card transactions. Software licensing for the entire District (students, staff, parents, and community stakeholders) is included in exchange for a flat fee of $2.00 per student enrolled.* RYCOR also charges an ongoing flat 1.0% of all District online payment revenue recorded into our system (credit card, debit card, e-check) as well as in-person credit and debit card transactions recorded into our system.

*Please note there is a minimum charge per District of $10,000 for the annual subscription fee for smaller Districts with enrollment below 5,000 students.

This model provides predictability in the annual budgeting process for those Districts that can accurately project their total collections. There are no hidden fees or annual maintenance fees associated with RYCOR. Maintenance, technical support, and annual subscription to our Client Success services are included at no cost to the District's annual service contract.

**Availability of Funds**
Once the system is up and running, the District can expect a deposit into their bank account every business day of the week. Deposits usually take two business days to travel from the Merchant Account into the District's bank account, but since the District is capable of collecting payments 7 days a week, 24 hours a day, they can usually expect a deposit Monday through Friday.

**Online Parent Convenience Fee – Ongoing Revenue**
The District can choose to offset the above transactions costs by charging parents directly for service fees. RYCOR offers a few different payment models where the parent can pay the fee, the District can absorb the fee, or we can setup a split-fee model where parents pay a portion of the fee (either as a percentage or a flat fee per transaction), that is paid back to the District in order to offset the costs of the system.

**Merchant Processing Rates – Ongoing Cost**
The District shall maintain a contract with the Merchant Services Provider of their choice, as long as it is one that integrates with RYCOR software services. Please see the table below for a list of approved MSPs.

A huge benefit of working with RYCOR is that we are merchant-neutral when it comes to payment processing. This means that RYCOR has the ability of integrating with multiple payment processors and merchant providers. We do not force you to choose one particular vendor, but rather, we will work with you closely to select the best possible fit for LAS, from the lowest rates possible, to the most features available. This means that at any time the District wishes to change Merchant Providers, for example, to secure a more competitive rate, we will be able to continue working with the District, without service interruption.

RYCOR Online Payments currently integrates with the following different providers:

- Worldpay
- Chase Paymentech
- Authorize.NET
- Heartland Payment Systems | * |

| 49 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | RYCOR Value Bundle Pricing - 33.33% Discount<br><br>Individual Software Modules<br>RYCOR Online Forms Module - 37.50% Discount<br>RYCOR Event Ticketing Module - 50.00% Discount<br><br>RYCOR Transaction Fees - 50.00% Discount<br><br>Implementation Services - 33.33% Discount<br><br>Training Hours - 33.33% Discount<br><br>Integration with other Software Hourly Rate - 20.00% Discount<br><br>Custom Report Writing Hourly Rate - 33.33% Discount<br><br>Software Development Hourly Rate - 20.00% Discount<br><br>Please see our uploaded Pricing document for line-item pricing and discounts. | * |
| --- | --- | --- | --- |
| 50 | Describe any quantity or volume discounts or rebate programs that you offer. | RYCOR will consider quantity or volume discounts on a case-by-case basis with individual Districts during contract negotiation. | * |
| 51 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | All RYCOR software can be downloaded directly from the Internet. No 'sourcing' is required. | * |
| 52 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Merchant Account Processing fees are not a part of our pricing proposal.  The District shall maintain a contract with the MSP provider of their choice. | * |
| 53 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | N/A. | * |
| 54 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | N/A. | * |
| 55 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | N/A. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments | |
| --- | --- | --- | --- |
| 56 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | | |

## Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Participating Entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | RYCOR's self-audit process will be as follows:<br><br>1.      Maintain a parallel Sourcewell Invoice Register strictly relating to clients referred through Sourcewell. This document will be used to produce Purchase Totals to calculate Sourcewell's Administrative Fee on a quarterly basis.<br><br>2.      Maintain and review a summary listing of active Sourcewell clients and their Sales Activity Report history to ensure all quarterly billings were completed.<br><br>3.      For Fee Management subscription billed annually, a reconciliation will be prepared to ensure quarterly portions in Sales Activity Report tie in to amounts on annual invoice.<br><br>4.      Compare the current quarter's Sales Activity Report against prior quarters to review for any unexpected variances.<br><br>5.      Once per quarter, manually review each entry in the Master Invoice Register to ensure every Sourcewell-related invoice is also correctly captured in the separate Sourcewell Invoice Register to ensure completeness.<br><br>6.      Perform random sampling of invoices from Master Invoice Register against active Sourcewell Invoice Register to ensure that:<br>    1.      Sales details agree<br>    2.      Proper pricing is applied | * |
| 58 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract.  This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Participating Entity's cost of goods. (See the RFP and template Contract for additional details.) | RYCOR will pay Sourcewell a 1% administrative fee. | * |

## Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 59 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | RYCOR Service consists of a comprehensive software solution that allows Districts and schools to create and manage fees, create and manage online forms for registration, assess students, bill parents, and collect payments, whereby RYCOR provides access and use of its proprietary software components to the District on a fully hosted basis in a secure Data Center environment.    RYCOR Software Components include:<br><br>•      RYCOR Fee Management<br>•      RYCOR Online Forms<br>•      RYCOR Online Payments<br>•      RYCOR Point of Sale<br>•      RYCOR Event Ticketing<br>•      RYCOR Sync<br><br>RYCOR Fee Management<br>RYCOR Fee Management is a comprehensive software solution that allows Districts and schools to create fees, assess students, bill parents, collect payments, and run reports. RYCOR automates the entire fee management process by synchronizing with Infinite Campus and keeping up-to-date with all aspects of a student account – from schedule changes to lunch card balances.  As payments, transfers, and refunds are recorded by the user, RYCOR automatically creates detailed transaction entries in batches and General Ledger Accounts, efficiently balancing the books of each school.  This allows for quick school-wide summaries, detailed transaction history, and an easy-to-follow trail that auditors love.<br><br>RYCOR Online Forms<br>RYCOR Advanced Integrated Forms allows the creation of online forms through a drag-and-drop designer, and the assessment of forms to student accounts based on | |

group membership. Form elements can include display items, such as pictures or text, as well as input items that collect data from parents, such as text boxes, radio buttons, check boxes, drop-down lists, signature boxes, and file uploads. Fees can be attached to online forms and paid for by parents in a single transaction, along with all other school fees and online forms in a family unit.  Once information is collected and relevant fees have been paid, reports can be printed and exported to various formats.

RYCOR Online Payments
RYCOR Online Payments is a parent-facing and web-based portal that allows the District to accept credit card and Interac Online payments through a customized website that is compatible with any modern browser capable of running TLS 1.2. It provides parents with a district-level view of their children's school fees, optional items, and online forms, for all schools relevant to the student across the district. Payments are instantly deposited into the District's merchant account and automatically batched and allocated to the appropriate General Ledger accounts in RYCOR.

RYCOR Point of Sale
RYCOR Point of Sale is a web-based solution that allows the District to accept in-person cash, check, and credit card payments through a website that is compatible with any modern browser capable of running TLS 1.2.  RYCOR Point of Sale was designed to optimize the mobile payment experience. Whether accepting a payment on a laptop, tablet, or mobile device, as long as the user is connected to the internet using a supported browser, our POS interface will stretch or shrink to fit whatever screen size you are using.

Users can search for students at their school, or across the district, depending on their security access, and can accept a single in-person payment transaction that covers multiple students, fees, fines, and items.

RYCOR Event Ticketing
If schools have ticketed events with assigned seating, like graduation banquets, or theater productions, RYCOR Event Ticketing allows users to setup online events that link to specific venue floor plans, where each ticket sold corresponds to a physical inventory of seats. Online events can also be customized to collect information from purchasers, such as ticket type & amount, meal selection, guest name, etc. Schools determine when tickets will be available for sale online, which groups of students are eligible to purchase tickets and how many tickets a student or family is allowed to purchase at a time. After sales have ended, schools can print detailed reports of ticket sale results.

RYCOR Sync
RYCOR Sync enables synchronization with existing District systems that do not normally have available APIs (Application Program Interface). This reduces the need for costly work orders and customizations that would otherwise be financially and technically prohibitive to implement with smaller economies of scale. This key integration piece is made possible with a small program that runs on a local or virtual machine that can access existing databases throughout the District. By using powerful SQL queries, RYCOR Sync can join information from multiple systems for use in RYCOR, allowing for a customized and unparalleled reach into District databases not possible with proprietary APIs.

| 60 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | K-12 Fee Management<br>K-12 Online Payment Software Solution<br>K-12 Point of Sale Software<br>K-12 Fee Management Services<br>K-12 Online Payment Portal Solution<br>K-12 School Billing Software<br>K-12 Fee Payment Software Services | * |

## Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below whether or not fee managment and payment solutions for the listed category or type is included in your proposal. Add comments as needed or appropriate.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|

| 59 | School nutrition program charges | ⊙ Yes<br>○ No | RYCOR has a minimum student enrollment of 15,000 students to do a lunch integration.<br><br>RYCOR currently integrates with three Nutrition POS Systems:<br><br>1.  Heartland Nutrikids<br>2.  Meals Plus<br>3.  Primero Edge | * |
| 60 | Tuition payment and payment plans | ⊙ Yes<br>○ No | School Districts can offer multiple payment plans at the same time, which will automatically charge parent credit cards every month on the specified due date.  You choose which students are eligible to join the plan, how many installments there should be and on which dates, which fees are eligible to participate, and whether or not you want to charge a service fee to parents. | * |
| 61 | Academic, extracurricular and athletic registration, forms, and fees | ⊙ Yes<br>○ No | RYCOR Advanced Integrated Online Forms is a powerful, responsive, and easy-to-use software solution that allows users to create, share, manage and distribute electronic forms for the K-12 education market. Our mobile friendly platform provides schools and districts with the ability to send targeted communications to students, parents, and staff, collect e-signatures, upload important documents, and track form submission data in a centralized location. Implementing our cloud-based solution will reduce the amount of paper-work that flows back and forth between schools and parents, and district and staff, ultimately saving time for everyone involved.<br>RYCOR can be used to create a range of forms including:<br>•     Field Trip & Permission<br>•     Medical / Health<br>•     Registration & Enrollment<br>•     Before / Afterschool Care<br>•     School Clothing Order<br>•     Donations<br>•     Student Parking Permit Application<br>•     Assigned Seating Ticketed Event Sale | * |
| 62 | Parking or traffic violation fines | ○ Yes<br>⊙ No | RYCOR does not usually manage city or municipality violations or fines. | * |
| 63 | Utility service billings and payments | ○ Yes<br>⊙ No | RYCOR does not usually manage city or state utility service payments. | * |
| 64 | Land-use permits | ○ Yes<br>⊙ No | RYCOR does not usually management land-use permit payments. | * |
| 65 | Portal or gateway solutions for acceptance and refund of ACH, credit and debit card payments, or other payment forms (Apple Pay, Google Pay, PayPal, etc.) | ⊙ Yes<br>○ No | RYCOR integrates with 3rd party Merchant Services Providers.  The District is expected to maintain a direct contract with the MSP of their choosing. | * |

| 66 | Other (explain in the comments box) | ⊙ Yes<br>○ No | RYCOR Event Ticketing<br>If schools have ticketed events with assigned seating, like graduation banquets, or theater productions, RYCOR allows users to setup online events that link to specific venue floor plans, where each ticket sold corresponds to a physical inventory of seats. Online events can also be customized to collect information from purchasers, such as:<br>•  Ticket type & amount<br>•  Meal selection<br>•  Guest name<br>•  Accessible seating requirements<br>•  Health concerns<br>Schools determine when tickets will be available for sale online, which groups of students are eligible to purchase tickets and how many tickets a student or family is allowed to purchase at a time. After sales have ended, schools can print detailed reports of ticket sale results. | * |

## Table 15: Industry Specific Questions

| Line Item | Question | Response * | |
|---|---|---|---|
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Our RYCOR Client Success team aims to ensure School District business continuity and organization productivity through the continued use and support of our software.<br><br>We measure our success through 8 Key Performance Indicators:<br><br>1.  Lost business hours<br>The number of hours school district business is down because RYCOR services are disrupted.<br>Goal:  Keep lost business hours to a bare minimum.<br><br>2.  Change success rate<br>The number of successful changes to the total number of changes that were executed in a given time frame.<br>Goal:  Achieve a higher percentage of successful change implementations (e.g. updates)<br><br>3.  Infrastructure stability<br>A highly stable infrastructure is characterized by maximum availability, very few outages, and low service disruptions.<br>Goal:  Maintain a highly stable infrastructure.<br><br>4.  Ticket volume trends<br>Total number of tickets handled by the RYCOR Client Success team and their patterns within a given time frame.<br>Goal:  Optimize the number of incidents and service requests, and prepare the Client Success team to handle the ticket load.<br><br>5.  First call resolution rate (FCRR)<br>Percentage of incidents resolved by the first level of support (first call or e-mail with the Helpdesk).<br>Goal:  Have a higher level of FCRR<br><br>6.  SLA compliance rate<br>Percentage of incidents resolved within the agreed SLA time.<br>Goal:  Maintain maximum SLA compliance rate.<br><br>7.  Cost per ticket<br>The total monthly operating expense of RYCOR Client Success, divided by the monthly ticket volume.<br>Goal:  Maintain minimum levels of cost per ticket.<br><br>8.  Software asset utilization rate<br>The percentage of software products and licenses in actual use by the business.<br>Goal:  Maximum ROI on software investments. | * |

| 68 | Describe the types of charges that can be setup and configured within your solution (meals, fees, activities, billing, etc.). | Lunch Payments<br>Registration Fees<br>Activity / ExtraCurricular Fees<br>Club Fees<br>Athletic Registration Fees<br>Instructional Material Fees<br>Course Fees<br>Workbook Fees<br>Textbook Rental Fees<br>Transportation Fees<br>School / Academy Tuition<br>Before and After School care Fees<br>Childcare / Daycare Fees<br>School Camp Fees<br>Field Trip Fees<br>AP Exam Fees<br>Graduation Fees<br>School Play 'Tickets<br>School Dances<br>School Clothing<br>School Swag (mugs,key chains, lanyards, notebooks)<br>Technology Insurance Fees<br>Laptop / Chromebook Rental<br>Online Donations | * |
| 69 | Articulate the acceptable forms of payment that your solution provides along with the applicable user interface(s). | Acceptable Methods of Online Payment:<br>• Visa<br>• Visa Debit<br>• MasterCard<br>• Mastercard Debit<br>• American Express<br>• Discover<br>• ACH Electronic Check<br>• Payment Plan<br><br>Acceptable Methods of In-Person Payment:<br>• Visa<br>• Visa Debit<br>• MasterCard<br>• Mastercard Debit<br>• American Express<br>• Discover<br>• Debit Card<br>• Cash<br>• Check<br>• Google Pay<br>• Apple Pay<br>• Money Order<br>• Transfer between students<br>• Payment Plan | * |

| 70 | Describe the options available for creation and management of merchant accounts and their configuration. | The District shall maintain a contract with the Merchant Services Provider of their choice, as long as it is one that integrates with RYCOR software services.  Please see the table below for a list of approved MSPs.<br><br>A huge benefit of working with RYCOR is that we are merchant-neutral when it comes to payment processing. This means that RYCOR has the ability of integrating with multiple payment processors and merchant providers.  We do not force you to choose one particular vendor, but rather, we will work with you closely to select the best possible fit for LAS, from the lowest rates possible, to the most features available. This means that at any time the District wishes to change Merchant Providers, for example, to secure a more competitive rate, we will be able to continue working with the District, without service interruption.<br><br>RYCOR Online Payments currently integrates with the following different providers:<br>•    Worldpay<br>•    Chase Paymentech<br>•    Authorize.NET<br>•    Heartland Payment Systems<br><br>Merchant Account Features<br>In terms of monthly fees and credit card processing rates, most Merchant Account providers are quite similar as they will usually be willing to price-match their competitors. RYCOR will assist the District in obtaining multiple quotes from vendors to secure the most competitive package possible.<br><br>RYCOR is capable of integrating with MULTIPLE merchant accounts if the District requires online deposits to funnel into separate bank accounts. | * |
| 71 | Describe your systems authentication method(s) for the various user communities (district, parent, customer, etc.). | RYCOR offers manual account creation for District and school staff as well as Azure AD and ADFS Authentication   services.<br><br>For parents/ customers, RYCOR offers manual account creation and login as well as Single Sign-On authentication using OPEN ID / SAML authentication. | * |
| 72 | Articulate your cyber security process, procedures and compliance accreditations. | RYCOR is certified PCI compliant by Trustwave® to process credit card information and uses VeriSign SSL certificates to maintain secure transactions. PCI Certification involves an extensive and rigorous audit of system infrastructure and controls to ensure Payment Card Association standards to process credit card information. This includes controls on physical access, network infrastructure and data handling. RYCOR undergoes daily scans, as well as monthly PCI audits.<br><br>All student and financial data are housed in state-of-the-art facilities at Aptum Technologies (formerly Cogeco Peer 1), a SSAE 16 Type II and CSAE 3416 certified off-site data center. Our servers are maintained with advanced cooling systems, ultra-reliable power infrastructures, robust fire detection and suppression systems, as well as multi-layered security and surveillance systems to keep your data safe and our software always available. Security measures include smart card access, biometrics, security cameras, and 24-7 on-site security personnel.<br><br>Our PCI DSS compliant hosting data center is equipped with PCI security safeguards including:<br><br>•    Resilient network and web application firewalls<br>•    Wireless and wired network vulnerability scanning<br>•    Server anti-virus<br>•    Security Information Event Management logging<br>•    Intrusion detection systems<br>•    Compliant physical data center controls<br>•    Strict policies to ensure that data center personnel comply with the PCI Council's standards | * |

| 73 | Enumerate your systems integration with other systems listing systems along with method of integration. | RYCOR does not require proprietary or open source APIs, such as the Ed Fi data standard, in order to integrate with other K-12 systems and databases. RYCOR has a proprietary sync application, called RYCOR Sync, that is capable of integrating with ANY District database.<br><br>RYCOR is unique because it enables synchronization with existing District systems that do not normally have available APIs (Application Program Interface). This reduces the need for costly work orders and customizations that would otherwise be financially and technically prohibitive to implement with smaller economies of scale.<br><br>This key integration piece is made possible with our exclusive application, RYCOR Sync, a small program that runs on a local or virtual machine that can access existing databases throughout the District. By using powerful SQL queries, RYCOR Sync can join information from multiple systems for use in RYCOR, allowing for a customized and unparalleled reach into District databases not possible with proprietary or open source APIs.<br><br>RYCOR Sync is a fully multi-threaded application that takes advantage of multi-core machines, running in the background without user intervention. When used in conjunction with our smart-client application, only a very small data package needs to be transmitted between the client and data center. This maximizes performance, reduces network traffic, and supports unlimited scalability as the School District grows and changes.<br><br>Dynamic and Responsive Solutions<br>RYCOR works well with other software systems as RYCOR frequently partner with key industry leaders in education technology. Our integrations include, but are not limited to, the following systems:<br><br>• Student Information Systems<br>• School Communication Systems<br>• Food Service Software Systems<br>• Library and Textbook Management Systems<br>• Financial and Accounting Systems<br>• Registration Management Systems<br>• Student Transportation Management<br>• Merchant Account & Payment Gateway Providers<br><br>When choosing RYCOR, we can offer you superior systems integration and work with you to secure competitive interest rates not available to stand-alone School Districts. | * |
| 74 | Describe the training provided to each user community. | RYCOR understands that user training is the key to successful implementation. We also realize that our delivery must accommodate the needs of a wide range of user experience and District resource variables. As such, RYCOR will develop a custom training plan to meet your needs. The following training services are available during implementation or can be requested during the school year through the Client Success team. All training programs are customizable to the District's specific needs.<br><br>Training for Implementation Team or District Users<br><br>Training for District users and the Implementation Team is given in two parts.<br>Part 1 - RYCOR Fee Management Fundamentals<br>Duration: 3.0 hrs   Format: Webinar   Sessions: 1 session<br>Part 2 - RYCOR District Manager & Online Payments<br>Duration: 1.0 hr   Format: Webinar   Sessions: 1 session<br><br>Training for School or End Users<br>Training for school or end users can be given in two different formats.<br>Option 1 - RYCOR Essential Training (Part 1 & 2)<br>Duration: 3.0 hrs   Format: Webinar   Sessions: 2 x 1.5 hr sessions<br>Option 2 - RYCOR Hands-On Training (Part 1 & 2)<br>Duration: 4.0 hrs   Format: Hands-On Webinar   Sessions: 2 x 2.0 hr sessions<br><br>Supplemental Training<br>These sessions are for users who have had previous RYCOR training or will be receiving additional RYCOR training. Training topics can be based on custom requests.<br><br>General Overview / Refresher Session<br>Duration: Custom   Format: Webinar   Sessions: 1 session<br>Custom Topic Training Session<br>Duration: Custom   Format: Webinar   Sessions: 1 Session<br>RYCOR Point-of-Sale<br>Duration: 1.0 hr   Format: Webinar   Sesssions: 1 session<br>RYCOR Online Forms<br>Duration: 3.0 hrs+   Format: Hands-On Webinar   Sessions: 1 session | |

Training Formats
RYCOR offers four types of training formats:

1. Webinar Training
Webinar training is a lecture style format in which users watch and listen to the trainer, but do not get access to a hands-on training site.  This format only requires a single computer.
Requirements:
•    projector and screen (if there are more than 2 people)
•    computer
•    Internet access
•    speaker phone or computer microphone & speakers

2. Hands-On Webinar Training
Hands-on training involves regular webinar training combined with exercise modules done by users in a RYCOR training lab at the District site. Each user must have access to a computer.

Requirements:
•    computer lab
•    District training facilitator
•    projector and screen
•    Internet access
•    speaker phone or computer microphone & speakers

3. On-site Training
Delivery costs of on-site training is the same as webinar or hands-on webinar training, with the exception that the client is also expected to pay all reasonable travel expenses (flight, hotel, meals, car rental/taxis, etc.).

4. Training Videos
All training sessions are recorded and video files are distributed via download link to training participants after the session.

In addition to the custom training videos that we record and edit for the District, RYCOR also offers access to our Training Video Library, where users can access both comprehensive training videos and shorter 'Tips & Tricks' videos, which focus on a single training topic. Access to the Training Video Library is included free of charge with RYCOR Client Success Services. New Tips and Tricks videos are released to clients every month.

In the event that scheduling a large group training session is not possible, or inconvenient, the District can freely distribute our download links to RYCOR Training Videos.
Also, Districts can host their own training or refresher sessions by using our pre-recorded training videos and supplementing the session with District-specific business practices they would like to convey to end-users.


Comprehensive Training Videos:
•    RYCOR – Fee Management
•    RYCOR – Online Forms
•    RYCOR – Point-of-Sale
•    RYCOR – Asset Management
Cashless Transaction Management Solution & Related Services RFP

Tips & Tricks Training Videos
•    Making Forms Pretty
•    E-mail Campaigns
•    Submitting Tickets
•    Year End Roll-Over
•    Prorating
•    District Center
•    Search Filters
•    Everyone From
•    Graduated Students
•    Group Waivers
•    Internal Documentation
•    Forwarding Information
•    Excel Imports
•    Input Format

*

| 75 | Describe your support model and methods of communication for each user community. | RYCOR Technical Support and Client Success services are included FREE of CHARGE with every software contract.  This means that we provide mentoring and support for the entire LIFETIME of your contract at no additional cost.  Please read below to learn more about our different Support Levels, hours of operation, service level categories, RYCOR Support Center, and Client Success Services.

Support Levels
Level 1 Support
Level 1 Support, or support to individual school, staff or parent users, is the responsibility of the School District. Examples of Level 1 Support issues include, but are not limited to:
• User account management
• Password resets
• Student account inquiries
• Parent payment inquiries
• Bank reconciliation

RYCOR does not provide Level 1 Support to individual end users (i.e. parents), but we do provide Level 2 Support for District and IT Administrators of the system. The majority of parent online payment questions relate to individual student accounts. If parents have questions or concerns about fees, payment history, refunds, financial assistance, or outstanding balances, they should direct their questions to their child's specific school.  RYCOR will provide a link to your district's school contact information.

Level 2 Support
RYCOR will only provide Level 2 (District and IT Level) Support as part of any service contract. Level 2 Support includes:

• IT system support for RYCOR licensed products
• Any District-level support issue - see the section
• Any Level 1 Support issue that requires escalation
• Level 2 support for up to 5 School District contacts

Only School District-designated Support contacts may contact RYCOR's Support Desk for Level 2 support, which includes:

• Phone support
• Remote Desktop Support
• E-mail support
• 24/7 access to the online RYCOR Support Center to
   search, read and download help documentation
   ask a question
   post in our feature suggestion forums
   submit a Level 2 Support Ticket

Hours of Operation
District-designated support contacts can call toll-free during our regular business hours, as well as e-mail or submit a support ticket 24/7.  Responses to e-mails and support tickets will be handled during regular business hours.

RYCOR Technical Support is available from 8:00 am to 6:00 pm CST.  A 24-hour emergency phone number will be provided for Critical Level Issues that take place outside of regular business hours.
RYCOR Support Center
District designated support contacts gain 24/7 access to the RYCOR Support Center, through which users can:
   search and read our extensive knowledge base
   download help documentation (user manuals, quick reference guides)
   ask a question
   post in our feature suggestion forums
   view and download training videos
   submit a Level 2 Support Ticket | * |

## Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 76. <span style="color:red">NOTICE</span>**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification | |
|---|---|---|---|
| | | | |
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**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - RYCOR - Financial Strength & Stability.zip - Thursday April 16, 2020 16:59:36
- [Marketing Plan/Samples](#) - RYCOR - Marketing Materials.zip - Thursday April 16, 2020 17:18:50
- [WMBE/MBE/SBE or Related Certificates](#) - RYCOR PCI DSS Certificate.pdf - Thursday April 16, 2020 17:17:57
- [Warranty Information](#) - RYCOR Software License Agreement.pdf - Wednesday April 15, 2020 12:59:40
- [Pricing](#) - RYCOR - Sourcewell RFP Pricing List.xlsx - Thursday April 16, 2020 15:16:33
- Additional Document (optional)

**Proposer's Affidavit**

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Participating Entities. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Participating Entities under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal.  This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.   -  Ryan Kerr, CEO, Rycor Solutions (US) Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes**     ⊙ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_4_Fee_Mgmt_and_Online_Payment_Portal_RFP042020**<br>Mon April 6 2020 11:09 AM | ☑ | 1 |
| **Addendum_3_Fee_Mgmt_and_Online_Payment_Portal_RFP042020**<br>Mon March 30 2020 10:14 AM | ☑ | 1 |
| **Addendum_2_Fee_Mgmt_and_Online_Payment_Portal_RFP042020**<br>Wed March 25 2020 01:20 PM | ☑ | 2 |
| **Addendum_1_Fee_Mgmt_and_Online_Payment_Portal_RFP042020**<br>Thu March 19 2020 11:05 AM | ☑ | 2 |