SUPERINTENDENT APPROVAL OF PURCHASE OR CONTRACT RENEWAL

Request for Payment ☐ New Contract/Agreement ☑

Addendum/Amendment ☐ Annual/Renewal ☐

Vendor Name: Raptor Technologies BIB#

Specific Description:

To execute a purchase and subscription services agreement for Reunification and Accountability Software.

Purpose/Outcome:

Execute an initial pro-rated 10 month contract with Raptor Technologies for Reunification and Accountability Software.

Term: 10-months

Funding Source: 100 26401 - 534500 - 19303 Bgt trans req. KA 11/15/24

Special Revenue:_____(Initial) Capital/Referendum/8%_____(Initial)

Costs: $49, 471.88 Procurement Method: RFQ

**Over $749,579,711.00 Board Approval Required:_____ (Initial)

MOUs and MOAs - Reviewed by Legal:_____ (Initial)

Requested by: _____ Date: 11.14.24

If applicable, by signing as the requester, you are confirming you have read and understand Proviso 1.93 (SDE: Partisanship Curriculum) and that the services provided by the contractor are in compliance with the order. Questions regarding the Proviso may be directed to the BCSD Legal Department.

APPROVED BY:

Chief Officer: Allie W Welch Date: 11/15/2024

CFO: Tonya Crosby Date: 11-15-24

Superintendent: _____ Date: 11/18/24

UPDATED BY KMY 06/2024

PO Drawer 309, 2900 Mink Point Blvd
Beaufort, South Carolina 29901-0309
PHONE: 843/322-2349 FAX: 843/322-2424

Notice to Award

Request for Quotes – Reunification and Accountability Software

November 7, 2024

Based on responses for Request for Quotes - Reunification and Accountability Software- the Beaufort County School District intends to award a contract to:

Raptor Technologies

Kaylee M. Yinger, NIGP-CPP, CPPB
Procurement Coordinator
P.O. Drawer 309, 2900 Mink Point Blvd
Beaufort, SC 29901-0309

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 12/1/2024
INITIAL TERM: 10 months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092 ("Raptor"), and Beaufort County School District (SC), having office at Post Officer Drawer 309
2900 Mink Pt. Blvd, Beaufort, SC 29901 ("Customer").
Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties.". The agreement between the Parties (the" Agreement") consists of this Subscription Agreement, the Terms (defined below), all Invoices, and all other exhibits, schedules, and documentation referenced by or in this Subscription Agreement and the Terms.
Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meanings as set forth in the Terms. In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"Terms" means the following documents in effect as of the Effective Date of this Agreement;
i. Raptor Technologies, LLC General Terms and Conditions ("Terms and Conditions") and, if applicable;
ii. SchoolPass Addendum –(
https://raptortech.com/2023-SchoolPass-Addendum.pdf
);
iii. SchoolPass Hardware Policy – ("SchoolPass Hardware Policy"); and
iv. Alertus® Terms and Conditions – ("Alertus Terms and Conditions")

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the attached quote.
Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees ") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).
This transaction is not a GSA Schedule sale unless otherwise specified in the Quote or on the Invoice.
Payment Terms.
Fees are due and payable within Net 30 days of Customer's receipt of the applicable Invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties, and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Customer acknowledges and agrees that it has reviewed the Agreement, including without limitation, the applicable Terms, prior to the execution of this Subscription Agreement.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

Signed: Dennis Deuberry (Nov 22, 2024 00:17 EST)

Name: Dennis Deuberry

Title: CFO

Date: 11/21/2024

Beaufort County School District (SC)

Signed:

Name:

Title:

Date: 11/18/24

RAPTOR TECHNOLOGIES
THE GOLD STANDARD IN SCHOOL SAFETY

Quote #: Q-92482-1
Date: 4/29/2024 9:24 PM
Expires On: 11/30/2024
Federal Tax ID #: 45-4914152

To:
Beaufort County School District (SC)
Post Officer Drawer 309
2900 Mink Pt. Blvd
Beaufort, SC 29901
United States

From:
Daryl Deiters
ddeiters@raptortech.com

Subscription Term: 10 Months **Billing Frequency:** Prorated

One-time Costs

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	PRORATED COSTS
Emergency Management Implementation	One-time implementation fee (per site license).	USD 175.00	USD 0.00	35	USD 6,125.00

Raptor Recurring Costs

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	PRORATED COSTS
Raptor Reunification and Accountability	Raptor Reunification and Accountability Annual Software Access Fee (per site license). Renewal Fee is due on the anniversary month of purchase. Raptor technical support is included.	USD 925.00	USD 0.00	35	USD 25,630.21
RaptorLink	Annual Fee (per site license) for Student Information System Integration.	USD 145.00	USD 0.00	35	USD 4,229.17
Compliance and Success Package - Raptor Reunification Only	Professional services to support the implementation, adoption and usage of Raptor Reunification.	USD 16,185.00	USD 0.00	1	USD 13,487.50
				Raptor Recurring Costs DISCOUNT:	USD 1,348.96

SUBTOTAL:	USD 50,820.84
TOTAL:	USD 49,471.88

RECURRING COSTS IN THIS QUOTE: USD 52,016.25

Quote Notes:
Proposal for accountability and reunification for district (35 schools). Proposal includes Raptor's compliance and success program for reunification professional services (CSP). CSP services are optional in year 2.
Prorated Term: 10 months
Promo Term: months

Co-Term: months
Total Initial Term: 10 months

You may sign electronically; or you may print, sign and scan all pages of the document and email to ddeiters@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to ddeiters@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email accounting@raptortech.com.

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

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Raptor Technologies Agreement Beaufort County SD Reunification and Accountability_ 11.2024

Final Audit Report 2024-11-22

Created:	2024-11-21
By:	claudia hosang (chosang@raptortech.com)
Status:	Signed
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Document e-signed by Dennis Deuberry (ddeuberry@raptortech.com)
Signature Date: 2024-11-22 - 5:17:59 AM GMT - Time Source: server

Agreement completed.
2024-11-22 - 5:17:59 AM GMT

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