



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	June 30, 2025
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Field Trip Planning Software
CONTRACT NUMBER:	2317A
COMMODITY CODE:	92003
CONTRACT PERIOD:	July 1 st , 2025 through June 30 th , 2026
RENEWAL OPTIONS:	One (1) one-year renewal option through 2027
USER DEPARTMENT:	HCPS – Pupil Transportation
Contact Name:	Jim Ellis
Phone Number:	804-226-5577
Email Address:	jwllis@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	TransACT Communications, LLC
Address:	5105 200 th Street SW Suite 200
City, State:	Lynnwood, WA 98036
Contact Name:	Omar Leung
Phone Number:	425-977-2116
Email address:	omar@transact.com
ORACLE SUPPLIER NUMBER:	318650
BUSINESS CATEGORY:	Non-SWAM
PAYMENT TERMS:	Net 45
DELIVERY:	As needed as requested
FOB:	County of Henrico, VA
BUYER: Name:	Jianchong Luo, CPPO, CPPB
Title:	Purchasing Manager
Phone:	804-501-5688
Email:	Luo001@henrico.gov

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

PRICE SCHEDULE – CONTRACT NO. 2317A

Hosted Software Solution

Annual Fee: \$15,420

Cost for Year 2: \$15,900

Cost for Year 3: \$16,400

Cost for Year 4: \$16,900

Cost for Year 5: \$17,400

Training Cost for Training (if it is not included in annual fee): \$0 - included

Number of sessions: no limit

Number of Hours per session: no limit

Number of people in each session: no limit

Implementation

\$0 - no additional implementation costs

Project Management \$0 - no additional project management costs

List any additional charges if applicable below: none



COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2317A

This Non-Professional Contract (this "Contract") entered into this 26 day of June 2022, by TransACT Communications, LLC (the "Contractor") and the County School Board of Henrico County, Virginia (HCPS).

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 22-2317-3KMW (the "Request for Proposals"), for Field Trip Planning Software.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with Exhibit C.

CONTRACT TERM: The Contract term shall be for a period of 1 year beginning July 1st, 2022 and ending June 30, 2023. HCPS may renew the Contract for up to four one-year terms giving 30 days' written notice before the end of the term unless Contractor has given HCPS written notice that it does not wish to renew at least 90 days before the end of the term.


CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the "Contract Documents") which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor.
2. The General Contract Terms and Conditions included in the Request for Proposals;
3. Virginia School Data Privacy Agreement (Exhibit A);
4. License Agreement Addendum and Travel Tracker Trips Hosting Agreement (Exhibit B);
5. Contractor's Best and Final Offer dated June 2, 2022 (Exhibit C);
6. Contractor's Original Proposal dated April 8, 2022 (Exhibit D); and
7. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

TransACT Communications, LLC

5105 200th Street SW suite 200
Lynnwood, WA 98036


Signature

Jim Chamberlin, Chief Operating Officer
Printed Name and Title

July 26, 2022
Date

County School Board of Henrico County,
Virginia
406 Dabbs House Road
Henrico, VA 23223


Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

8/1/22
Date

Approved as to form by
Assistant County Attorney


8.1.22

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the **County School Board of Henrico County, Virginia** (hereinafter referred to as “Division”) and **TransACT Communications LLC** (hereinafter referred to as “Provider”) on **June 26, 2022**. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

WHEREAS, in order to provide the Services described in Article 1 and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

WHEREAS, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students’ personally identifiable information*.

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students’ personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Travel Tracker – Trips Software – refer to Exhibit A

3. **Division Data to Be Provided.** In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

Refer to Exhibit B

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights** Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials" and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA
3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

- 1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

notice has been given to the Division who has provided prior written consent for such transfer.

- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the division, the provider will immediately provide the division with any specified portion of the division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement provider shall dispose or securely destroy all division data obtained under the service agreement. Prior to disposal of the data, provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to Article 2, Section 3, above. In new event shelters provider dispose of data pursuant to this provision unless and until provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to Client; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

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ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
 - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in ARTICLE VII, N: Notice, and sent via email and postal mail. Such notification shall include the
 - i. date, estimated date, or date range of the loss or disclosure;
 - i. Division Data that was or is reasonably believed to have been lost or disclosed;
 - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article V, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments:** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name: **Todd Yates, PhD**
Title: **Vice President, Enterprise Services**
Address: **5105 200th Street SW, Suite 200 Lynnwood, WA 98036**
eMail: **todd@transact.com**
Phone: **425-977-2100**

The designated representative for the Division for this Agreement is:

Name: **John Wack**
Title: **Chief Financial Officer**
Address: **3820 Nine Mile Road Henrico, VA 23223**
eMail: **jbwack@henrico.k12.va.us**
Phone: **804-652-3631**

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

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is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name: **Jim Chamberlin**
Title: **Chief Operating Officer**
Address: **5105 200th Street SW, Suite 200 Lynnwood, WA 98036**
eMail: **jim@transact.com**
Phone: **425-977-2100**

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Virginia Student Data Privacy Agreement as of the last day noted below.

Provider Signature

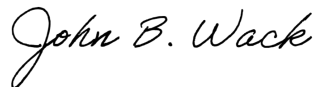


Date: July 26, 2022

Printed Name: Jim Chamberlin

Title: Chief Operating Officer

Division Signature



Date: 08/02/2022

Printed Name: John Wack

Title: Chief Financial Officer

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “A”

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Travel Tracker – Trip Software streamlines the process of managing field and athletic trips from the trip request, through a multi-level approval process, bus and driver management, automatic notifications, invoicing, and detailed reporting. The visibility that Travel Tracker Trips gives a district by being cloud-based helps to cut back on a lot of manual and time-consuming tasks.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users. Use of Cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data (Please specify)	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data (please specify)	<input type="checkbox"/>
Attendance	Student school (daily) attendance	<input type="checkbox"/>
	Student class attendance	<input type="checkbox"/>
Communication	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of birth	<input checked="" type="checkbox"/>
	Place of birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by the student)	<input type="checkbox"/>
	Other demographic information (please specify)	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information (please specify)	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>

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	Medical alerts/health data	<input checked="" type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information (please specify)	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (school district) ID	<input checked="" type="checkbox"/>
	Number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or last name	<input checked="" type="checkbox"/>
Student in App Preferences	Program/application performance (ex words per minute, reading level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student Work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data (please specify)	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data (please specify)	<input type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input checked="" type="checkbox"/>
	Other transportation data (please specify)	<input checked="" type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application	<input type="checkbox"/>

No student data collected at this time ☐

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box if more space is needed

Click or tap here to enter text.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “C”

DEFINITIONS

Data Breach means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

Division Data includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, *i.e.*, twenty students in a particular grade or less than twenty students with a particular disability.

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifier Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records
- Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Pupil-Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

Securely Destroy: Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

Student Generated Content: Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

Subscribing Division: A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Third Party: The term "Third Party" means an entity that is not the Provider or Division.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is Complete. Disposition extends to all categories of data.

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Email Address: _____

EXHIBIT B

LICENSE AGREEMENT ADDENDUM

County School Board of Henrico County, Virginia (the “**County**”), a political subdivision of the Commonwealth of Virginia, and (“**Supplier**”), a Washington LLC, are this day entering into an agreement for [title of wraparound contract/RFP/etc.] (the “**Agreement**”) and, for their mutual convenience, the parties are using the standard form contract (“Travel Tracker Trips Hosting Agreement”) provided by Supplier (“**Contract**”). This License Agreement Addendum (“**LAA**”), duly signed by the County and Supplier (each a “**Party**”), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the “**Software**”) and this LAA.

As used in this LAA, the term “**Contract**” means the Supplier’s standard form contract and any and all exhibits and attachments thereto. The term(s) “**Customer**”, “**You**” or “**you**” as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a Delaware LLC authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier’s Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier’s standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier’s benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay costs of collection or attorney’s fees;

EXHIBIT B

LICENSE AGREEMENT ADDENDUM

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2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;
3. Imposing any interest charge(s) contrary to that specified by [§ 2.2-4347](#) *et seq.* of the Code of Virginia;
4. Requiring the County to maintain any type of insurance for Supplier’s benefit;
5. Granting Supplier a security interest in any property of the County;
6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;
9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
10. Obligating the County to pay costs of collection or attorney’s fees;

11. Requiring any dispute resolution procedure(s) other than those in accordance with [§ 2.2-4363](#) *et seq.* of the Code of Virginia;
12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;
14. Requiring the County to limit its rights or waive its remedies at law or in equity;
15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage, death, or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below;
19. Not complying with the contractual claims provision [§ 2.2-4363](#) of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;
20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by [§ 59.1-501.15](#) of the Code of Virginia;
21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
22. Requiring that the County waive its sovereign immunity or its immunity;
23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;
25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;
26. Obliging the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the Contract by Supplier;
28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;

30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;
31. Requiring that the Contract be “accepted” or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;
32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;
33. Defining “perpetual” license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;
34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;
35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier’s indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the Contract or any license to Software granted pursuant to the Contract;
37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.
39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier’s assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate’s compliance with the terms and conditions set forth in this Contract
40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County’s officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, to the extent the claim in any way relates to, arise out of or result from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, (iii) any defect in the Software, or (iv) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Software.
41. To the extent of a conflict of terms, the Supplier agrees that the terms of the Virginia School Data Privacy Agreement supersede other conflicting terms or conditions.
42. The County will only be liable to pay for Supplier’s travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County’s then-current per diem rates.

43. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.
44. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

TransACT Communications, LLC

**County School Board of Henrico County,
Virginia**

By: 
(Signature)

Name: Jim Chamberlin
(Print)

Title: Chief Operating Officer

Date: July 26, 2022

By: 
(Signature)

Name: Oscar Knott
(Print)

Title: Purchasing Director

Date: 8/1/22

Exhibit B

Travel Tracker Trips Hosting Agreement

This Hosting Agreement (the "Agreement") is effective July 1, 2022 with a subscription period of July 1, 2022 through June 30, 2023.

Agreement: This agreement is entered into by: TransACT Communications, LLC., dba App Garden (hereinafter "Company") located at 5105 200th Street SW, suite 200, Lynnwood, WA 98036 and Henrico County Public Schools VA (hereinafter "Customer") for the purpose of providing Customer with cloud-based access to the Company's Travel Tracker Trips (software), including updates, upgrades, fixes or revisions provided under this Agreement.

Provision of Services: Company will provide Customer access, maintenance and other hosting services to the software installed on Company's servers. Customer agrees to cooperate with Company in performing these services. The Customer shall be responsible for maintaining the confidentiality of passwords and shall permit only authorized employees of the Customer with access to the software.

Customer Support: Company will provide live telephone, email and/or remote support to Customer during the hours of 8:00am to 5:00pm (eastern time) Monday through Friday. Holiday hours may be limited.

Customer Responsibilities: Customer agrees that it shall provide its own internet access at the Customer's location required to access the software. The Company's software is only to be used for lawful purposes. Customer agrees not to transmit or store any materials through the software that could be harmful to the software or violate any laws or regulations, including without limitation laws related to infringement of intellectual property. Customer agrees that it will not rent, lease, sub-license, re-sell, time share or otherwise assign to any third party this Agreement, or any part thereof, or any of the Customer's rights or authority to use software under this Agreement.

Proprietary Rights: This software is the exclusive property of the Company and it is protected by one or more patents, copyrights and/or trade secrets. Except for limited access right granted to the Customer in this agreement, all right, title and interest in and to the software (including, but not limited to, any and all coding, copyrights, patents, patent applications, trademarks and trade names, trade secrets, and any information embodying proprietary data relating to the software) and the Company's system(s) are and shall remain the exclusive property of the Company. Customer may not alter, copy, sell, or transfer the software without the express permission of the Company.

Pricing and Payment: Company will invoice the Customer annually. Customer also agrees to pay any applicable taxes, that are not explicitly stated in this Agreement.

One-time implementation fee for Trips:	<u>\$0.00</u>
Annual fee Trips:	<u>\$15,420</u>

Additional Charges for modifications (explanation of charges listed in Special Terms of Agreement): \$ 0

Renewal invoices: Renewal invoices will be e-mailed approximately sixty (60) days prior to due date to Customer's last known e-mail address (Customer is responsible for providing Company with any updates of its mailing address for these purposes). Payment is due before start of the next subscription period. Company will give a 10 day grace period from "payment due" date, before access will be restricted.

Warranties: Company warrants to the Customer that the software will perform as designed and the hosting services will be performed in a professional and workmanlike manner. In the event of downtime, as Customer's sole and exclusive remedy and Company's sole liability, extra days will be added to the agreement as follows:

- For the first 1 hour of "down time", during normal business hours, we will credit one day of service.
- For each additional 24-hour period of "down time", we will credit one day of service.

For the purposes of this agreement, "downtime" shall mean an interruption in the availability of hosting services to Customer due to an error in the software. (normal business hours are 8am to 5pm eastern time)

The Company does not warrant the software will meet the customer's requirements, run free of errors or omissions or uninterrupted. Although, the Company will use all reasonable efforts to maintain security, confidentiality and integrity of the information, the Company cannot and does not guarantee privacy, security, and authenticity of any information transmitted through, or stored in any system connected to the internet.

Tablets: For avoidance of doubt the tablet care, maintenance, service and insurance are the sole responsibility of the Customer. In the event of loss, theft, damage or technical issues not covered under the manufacturer's warranty,

Travel Tracker Trips Hosting Agreement

new tablets may be purchased at current retail prices. Company can assist the Customer with placing an order for a new tablet if needed.

Limitation of Liabilities: Company's entire liability under this agreement for any damages from any cause whatsoever, regardless of form or action, whether in contract, negligence or otherwise, shall in no event exceed the amount equal to the annual price paid for the services out of which the claim arose.

Confidential/Privacy Information: Each party agrees to keep confidential and to use only for purposes of performing this Agreement any confidential information provided to it by the other party. Upon any termination of this Agreement, each party shall return to the other party all such confidential information.

Training: A limited number of live 'virtual' training sessions will be provided during the implementation. After going 'live' with the Travel Tracker, users will have access to training videos.

Term and Termination: This agreement shall continue in effect for a one-year subscription term and shall auto-renew for one-year terms. If the Customer would like to discontinue this agreement after any one-year term, the Customer should give the Company thirty (30) days prior written notice of this termination (email with confirmation is sufficient for termination notice). Upon termination, the Company will cease providing all hosting services and the Customer will no longer have access to the software but, if Customer is paid up to date, Company will then provide the Customer with an electronic copy of Customer's data.

Standard Provisions:

A. Prices and Payment: All prices are quoted and shall be paid in US Dollars.

B. Notices:

- All notices required by this Agreement shall be in writing and may be hand delivered, sent via US Mail, email or courier. Company's mailing address for these purposes is: accounting@transact.com
- Customer's mailing address for these purposes shall be as shown in the main body of the Agreement.
- Either party may change any of its notice addresses from time to time by giving the other party written notice of such change.
- If sent via US Mail, all notices shall be sent via certified mail, return receipt requested, and shall be deemed received on the third business day after the date of mailing
- If sent via email, all notices shall be deemed received when sent provided the sender has proof of delivery.
- If sent via courier, such notices shall be deemed received when shown as delivered on the courier's tracking system.
- All data is stored for two years. Customer can export data (less than 2 years old) at any time to retain that information. Data that is 2 years old will no longer be hosted by Company unless prior agreement has been made. It is entirely up to the Customer to notify Company if data is to be stored for longer periods.

C. Modification: This Agreement can only be modified in writing signed by both parties.

D. Final Agreement: This Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements between them on the matters covered by this Agreement.

Special Terms of Agreement (Agreed Product Modifications): Company agrees to provide Customer with access to either agreed upon level of product and or selected courses. All requested modifications or enhancements must be approved by Company and listed below. If no modifications or enhancements are listed and requested after the completion of this hosting agreement; Company will review. Additional charges may apply for product modifications or enhancements.

None _____
—

Travel Tracker Trips Hosting Agreement

Each party agrees to the terms and conditions contained in this Agreement

IN WITNESS WHEREOF the parties have executed this agreement on _____
Date

Company – Chief Operating Officer

Customer

Authorized signature

Authorized signature

Print name

Print name and title

Company – CEO

Authorized signature

Print name

Onboarding Information

To start the implementation process we schedule a short 15-minute meeting via zoom. During this meeting we will complete introductions for implementation and review how the implementation process will go. Please provide below the name, email and phone number for the implementation point of contact and who the invoice will need to be sent to.

Implementation Point of Contact:

Name:

Email:

Phone Number:

Invoicing Point of Contact:

Name:

Email:

Phone Number:

***Travel Tracker Trips
Hosting Agreement***

Exhibit C

Attachment A Fees

Hosted Software Solution

Annual Fee: \$15,420

Cost for Year 2: \$15,900

Cost for Year 3: \$16,400

Cost for Year 4: \$16,900

Cost for Year 5: \$17,400

Training

Cost for Training (if it is not included in annual fee): \$0 - included

Number of sessions: no limit Number of Hours per session: no limit

Number of people in each session: no limit

Implementation

\$0 - no additional implementation costs

Project Management

\$0 - no additional project management costs

List any additional charges if applicable below: none

Exhibit D

Response to RFP No. 22-2317-3KMW

By TransACT Communications LLC, d.b.a App-Garden

Prepared for:

County of Henrico

Purchasing Branch Department of Finance

RFP Due Date April 12, 2022 @ 2:00 PM

To Provide Product Services of:

Field Trip Planning Software

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Tab 1: Introduction and Signed Forms

A. Cover Letter

Re: Student Field Trip System Software for Henrico County Public Schools

Dear Henrico County Public Schools,

We are honored to provide this Company Overview in response to the Henrico County Public Schools RFP Number: 22-2317-3KMW for student field trip software.

TransACT's Travel Tracker for Trips (TT-T) software is uniquely positioned to help Henrico County Public Schools because we are the only provider that is specifically and exclusively designed for K-12 transportation departments, featuring:

- Cloud-based, a user-friendly platform so that your data and operations are real-time and available anywhere.
- Live customer support and implementation team so that your success is guaranteed.
- Flexible, intuitive, and fast field trip request capabilities that reduce the time spent approving trips, assigning buses and drivers, and capturing payments through built-in invoicing.
- Cost-effective subscription pricing includes all server hosting, backups, enhancements, and support.
- Transact Communications is a US-based K-12 software provider with over 25 years of experience providing administrative services to school districts, state departments of education, and higher education institutions. School districts use TransACT to:
 - Assist with staffing and labor shortages through efficient processes.
 - Send automated emails and notifications across their district.
 - Eliminate paper trails and reduce phone calls and emails.
 - Provide a single location to oversee and monitor every step of a department's workflow.
 - Deliver software that's easy to implement and accessible to all users, no matter their technological background.
 - Track and report on trip requests from start to finish.

Our team comprises former transportation administrators, teachers, K-12 administrators, and federal program directors, meaning our software is developed by educators for educators. Henrico County Public Schools will have a dedicated team that has decades of combined experience with hands-on management of routing systems at school districts like yours.

BIOS

Nancy Wilson, Director of Customer Success

Nancy guides TransACT's Customer Success Team to ensure new customers have a positive onboarding experience, including a full 360 customer view that supports the customer long term. A former Assistant Superintendent, Nancy brings 32 years of school district experience to the team and nine years with TransACT.

Why I love my work: "I love working in the school environment because I know how hard it is to meet all the demands of the job, using our software makes it much more manageable."

Sonja Foster, Lead Account Representative

Sonja works with transportation departments to relay the benefits of TravelTracker - Trips software and how the software meets their unique needs. As a former school bus driver and school employee, Sonja knows how to help school administrators navigate the world of software options as well as the red tape within the district itself.

Why I love my work: "Knowing that I am helping to make school administrators' jobs a little easier. Even more than that, I love the great people I meet and the friendships I form along the way!"

Sharon Cooke, Customer Success Specialist

Sharon supports customers during the rollout of TravelTracker - Trips software to ensure customers meet their goals. In her 8 years with TransACT, Sharon often utilizes her experience in K-12 as an educator and from working with over 125 districts to ensure new customers feel supported and are successful when using the new platform. **Why I love my work:** "I enjoy working with school districts across the country to help them find the most efficient way to manage extracurricular travel."

Within our proposal, you will discover that TransACT Communications d.b.a. App-Garden is uniquely capable of serving the Henrico County Public Schools with our TravelTracker - Trips solution. Thank you again for the opportunity to provide this response.

Sincerely,
Sonja Foster
Account Representative, App-Garden
o: 704.672.0951 | f: 425.776.3377 | m: 828.310.5047
e: sfoster@app-garden.com | w: www.app-garden.com



TransACT Communications, LLC. d.b.a. App-Garden
Response to RFP No. 22-2317-3KMW
Field Trip Management Software

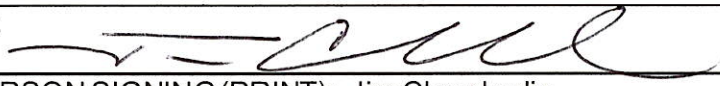
B. Proposal Signature Sheet- Attachment A

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") No. 22-2317-3KMW- Field Trip Planning Software.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO NOT USE TRADE NAME):
TransACT Communications, LLC.
ADDRESS:
5105 200 th Street SW suite 200
Lynnwood, WA 98036
FEDERAL ID NO: 47-5313048
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Jim Chamberlin
TITLE: VP – Finance and Administration
TELEPHONE: 425-977-2113
FAX: 425-776-3377
EMAIL ADDRESS: accounting@transact.com
DATE: April 8, 2022

C. Business Classification Form-Attachment B

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: **TransACT Communications, LLC.**

This form completed by: Signature: [Signature] Title: VP – Finance and Administration

Date: April 8, 2022

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

NUMBER DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub continent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

D. Virginia State Corporation Commission Registration Information- Attachment C

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☒ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

E. Proprietary/Confidential Information-Attachment D

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: TransACT Communications, LLC.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
None		

E. Direct Contact with Students-Attachment F

ATTACHMENT F

DIRECT CONTACT WITH STUDENTS

Name of Bidder: TransACT Communications, LLC.

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of "barrier crime" in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual's civil rights.).**


Signature of Authorized Representative

Jim Chamberlin
Printed Name of Authorized Representative

TransACT Communications, LLC
Printed Name of Vendor

F. Field Trip Planning Software Requirements- Attachment G

ATTACHMENT G FIELD TRIP PLANNING SOFTWARE REQUIREMENTS

When responding to the requirements outlined in this attachment, the Offeror should indicate the level of support provided by their solution in the column provided using one of the following Response Codes:

Y This feature is provided.

**AD Available with Deviation: feature is currently available but differs slightly.
Explain in the comments section.**

N This features cannot be provided and does not meet the requirements.

Ref. No.		Offeror Response Code	Comments
General Requirements			
1.	The proposed solution is a fully automated, web-based field trip planning system.	Y	The travel tracker is web based but is also cloud based, meaning that the app-garden hosts the Travel Tracker. This eliminates the need for any onsite servers or server management. The app-garden hosts, maintains, enhances and backs up the Travel Tracker.
Functional Requirements			
2.	The proposed solution allows school staff to input field trip requests.	Y	The Travel Tracker allows teachers and coaches to input their own requests, providing visibility into their own trip information.
3.	The proposed solution allows staff to submit field trip requests 24 hours per day, 7 days per week, 365 days per year.	Y	The Travel Tracker is accessible 24 hours per day, 7 days a week, 365 days per year.

4.	The proposed solution provides automated routing directions for bus drivers to field trip locations.	Y	The Travel Tracker provides a Google Maps interface to provide automated directions to field trip locations.
5.	The proposed solution provides automatic email notifications and alerts during the entire field trip planning process.	Y	
6.	The proposed solution provides instant, accurate and comprehensive reports of planned and completed trips by school, transportation zone, and drivers.	Y	The Travel Tracker provides very comprehensive reporting through automated Excel reports that include graphical dashboards, drag and drop reports and standard reports.
7.	The proposed solution allows transportation and/or central office staff to review field trip requests and approve or deny the request.	Y	The Travel Tracker provides a very flexible and configurable approval process that can be defined based on the type of trip, indicators such as overnight/out of state, high mileage and other factors.

Ref. No.		Offeror Response Code	Comments
8.	The proposed solution provides an automatic selection of eligible bus drivers based on multiple criteria. Manual selection is an option.	Y	The Travel Tracker provides the capability to rotate drivers in the selection list based on multiple criteria and availability. The Travel Tracker does not assign the drivers, but provides a rotation list so that the next available driver based on the defined rotation is listed at the top of the selection list.
9.	The proposed solution provides an option to book charter buses that are under contract with HCPS.	Y	
10.	The proposed solution provides financial cost information,	Y	The Travel Tracker provides automatic trip estimations based on the trip information as it is

	including total trip cost estimates.		entered. The trip estimation is based on information included in the trip as well as trip rates and estimated hours and driver rates. Mileage is based on the google maps calculated mileage for the requested destination. The estimate provides the total overall estimate of the trip as well as an estimate per student. The estimate is available to the requester and any approvals in the approval flow for the trip.
11.	The proposed solution can accept HCPS budget code information.	Y	HCPS budget code information can be uploaded and maintained in the Travel Tracker.
12.	The proposed solution provides financial reports to be utilized for reconciliation purposes.	Y	
13.	The Successful Offeror provides complete implementation of the proposed solution and support during the term of the contract.	Y	
14.	The Successful Offeror can provide a toll-free number for customer support services Mon-Fri, 7:30 a.m.- 5:30 p.m.	Y	
15.	The Successful Offeror can implement, test, provide training, and have the proposed solution operational within 30 days after receipt of a purchase order.	Y	The Travel Tracker is fully implemented in HCPS.
Technical Requirements			
16.	The proposed solution shall be compatible and operate successfully utilizing the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract.	Y	All software remains up-to-date with the latest versions supported by all browsers.

17.	The Successful Offeror provides resources for importing data.	Y	Our implementation team will import data provided
Ref. No.		Offeror Response Code	Comments
18.	The proposed solution is hosted off site and is compatibility with the current versions of multiple browsers- at minimum, current versions of Edge, Safari, and Chrome browsers	Y	
19.	The proposed solution is SSL compatible and operates on Port 443.	Y	
20.	The proposed solution is compatible with Windows 10 or later.	Y	
21.	The proposed solution can extract data from the current field trip software system.	Y	Travel Tracker Trips currently houses the field trip data.
22.	The proposed solution can handle at least 150 concurrent HCPS users with no latency.	Y	The Travel Tracker is cloud based and servers can be easily scaled to meet demand.
23.	The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.	Y	Yes we allow for Active Directory and LDAP
24.	The proposed solution provides automatic data integrity activities and includes redundancy features to accommodate system failure.	Y	

25.	The proposed solution provides email alerts regarding maintenance events.	Y	HCPS will receive advance notification for scheduled maintenance events at least 24 hours in advance.
26.	The Successful Offeror shall be responsible for maintaining the software as version upgrades are released, at no additional cost to HCPS	Y	
27.	The proposed solution shall be compatible with the current payroll system, Oracle.	Y	Two Options: #1 Create a monthly report you run that is in the right format to upload into your payroll system or #2 Work with your expert there to connect through an API to run nightly updates into Oracle. This is working with another payroll system for a customer in SC but it does require someone review and accept the data daily. We are currently in the middle of a major rebuild of Travel Tracker that is going to be even better and easier to do interfaces with other products. This is slated to be ready in the fall.
28.	The proposed solution shall be able to incorporate driver contract/block time.	Y	Our software accommodates driver bidding, driver tracking and blocked dates.
Training			
29.	The Successful Offeror shall provide all materials, labor, and supervision for implementation, training, and support of the proposed solution during the term of the contract and all renewals.	Y	

H. Data Security Agreement-Attachment I

Please see appendix

I. License Agreement Addendum-Attachment J

TransACT acknowledges and understands this requirement.

Tab 2: Scope of Services

A. General Requirements

1. Fully Automated, Web-Based Field Trip Planning System

The Successful Offeror shall provide a fully automated, web-based field trip planning system (proposed solution) for field trip planning with a tailored process for requests to be utilized by school staff, transportation department staff, and central office staff.

TravelTracker is web-based but is also cloud-based, meaning that TransACT hosts the TravelTracker. This eliminates the need for any onsite servers or server management. The app-garden hosts, maintains, enhances, and backs up TravelTracker.

B. Functional Requirements

1. The Successful Offeror shall provide a proposed solution that at a minimum provides the following capabilities:

A. Input Field Trip Requests

Allows school staff to input field trip requests.

TravelTracker - Trips has unlimited user licenses allowing school staff to input field trip requests.

B. Submit Field Trip Requests 24/7, 365 days per year

Allows staff to submit field trip requests 24 hours per day, 7 days per week, 365 days per year.

TravelTracker - Trips offers 24/7 online access to the program using a singular format to announce, enter and approve requests via a URL link that is completely electronic from the submission of the request through the approval process.

C. Automated Routing Directions for Bus Drivers

Provide automated routing directions to field trip locations for bus drivers.

TravelTracker - Trips provides a trip sheet (see Figure 1 on the following page) for the driver to which the driving directions can be attached. The trip ticket automatically populates the important trip information (destination address, trip leave and return date/time, passenger count, special travel needs, estimated round trip miles, emergency contact information, etc.). The trip sheet includes customizable sections for the driver to indicate sign-in and sign-out times, beginning and ending odometer readings, and driver pick-up and return times.

	Time	Odometer		Date
Start Time @ Bus Location				
Pickup Time @ School Location				
Return Time @ School Location				
End Time @ Bus Location				
Total:				

Figure 1- Trip Sheet

Directions from 005 Maiden Elementary School to Camp Bud Schiele

668 Boy Scout Rd, Rutherfordton, NC 28139, USA - 59.7 mi
Head west toward Union St - 62 ft
Turn left onto N 1st Ave - 404 ft
Turn right onto Union St - 335 ft
Turn left onto N Main Ave - 0.1 mi
Turn right onto E Main St - 0.8 mi
Continue onto W Maiden Rd - 2.1 mi
Turn left onto Startown Rd - 0.2 mi
Turn right onto the ramp to Hickory - 0.4 mi
Merge onto US-321 N - 9.2 mi
Take exit 43 for I-40 W toward Asheville - 0.9 mi
Keep left at the fork and merge onto I-40 W - 19.5 mi
Take exit 103 toward Rutherfordton - 0.3 mi
Turn left onto US-64 W/Burkemont Ave. Continue to follow US-64 W Pass by Hardee's (on the left) - 22.3 mi
Turn right onto Centennial Rd - 2.3 mi
Turn left onto Boy Scout Rd. Destination will be on the left - 1.4 mi

Return Directions from Camp Bud Schiele to 005 Maiden Elementary School

201 N Main Ave, Maiden, NC 28650, USA - 59.3 mi
Head southeast on Boy Scout Rd toward State Rd 1519 - 1.4 mi
Turn right onto Centennial Rd - 2.3 mi
Turn left onto US-64 E Pass by Taco Bell (on the right in 22.0 mi) - 22.2 mi
Turn right (signs for I-40 E) - 338 ft
Take the ramp onto I-40 E - 19.2 mi
Take the exit onto US-321 S toward NC-127/Lincolnton - 10.2 mi
Take exit 33 for Startown Rd - 0.3 mi
Turn left onto Startown Rd - 0.3 mi
Turn right onto W Maiden Rd - 2.1 mi
Continue onto W Main St - 0.8 mi
Turn left onto N Main Ave - 0.1 mi
Turn right onto E Klutz St - 423 ft
Turn left at N 1st Ave - 62 ft

Figure 2- Directions

D. Automatic Email Notifications

Provide automatic email notifications and alerts during the entire field trip planning process;

TravelTracker - Trips allows you to determine who will be notified via email throughout the process. (Figure 3) Configuration settings control notification emails that are optional. Additional emails are sent automatically including to the trip submitter when requests are denied, approved, and assigned. They are also notified when trips are canceled or rescheduled. Other groups that are notified when trips are canceled can include approvers, school nurses, school finance, transportation, child nutrition, a contact at the destination, driver, assistant, and contractors. School finance can be notified when invoices are approved for payment. Email Notifications are sent to requesters and school site administrators when a trip has been approved and again when a vehicle/driver assignment is made. End the phone calls and emails from requesters asking if their trips are approved and who will be driving.

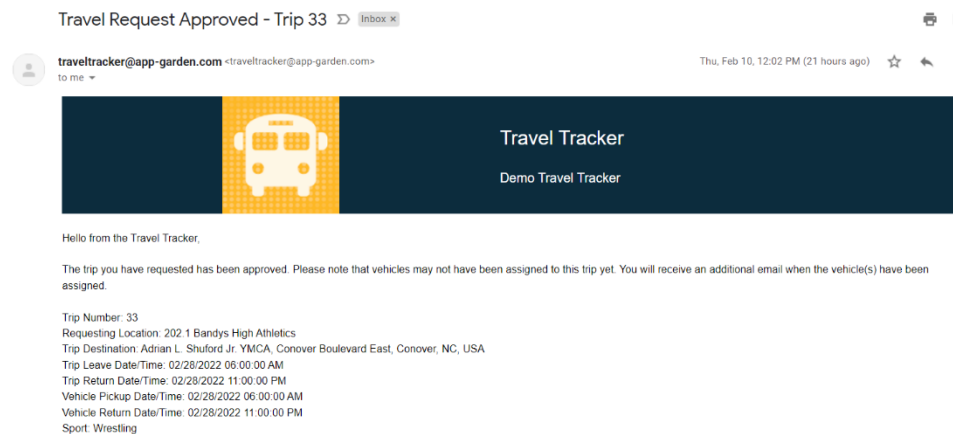


Figure 3-Email Notification

E. Reports of Planned and Completed Trips

Provide instant, accurate and comprehensive reports of planned and completed trips by school, transportation zone, and drivers;

TravelTracker - Trips provides excellent reporting. (Figure 4) We have a suite of pre-set reports which makes it extremely easy for districts to access their data in a meaningful way. Users can create unique reports using a drag and drop interface to add data to the reports. The Assignments/Trips export provides an export for all trip requests and vehicle/driver assignments. For administrators, all information can be exported. For approvers, site administrators, or owners, this export can be used, and it will show only

information for their assigned sites. Trips and invoices that were completed for the previous fiscal year and have been archived can be pulled by using the Archived Trips/Assignments option. Custom Reports can be created and available in the Reports menu. We provide custom reports as districts have extremely specific reporting needs. These are often reports that need to go to the school district Business Office/Finance Office and need to be in a specific format.

The screenshot displays the TransACT software interface. At the top, a 'Select Report' dropdown menu is open, showing various report options such as 'Driver Report', 'Field Trips by School and Destination', 'Invoice Info - Status of Sent', 'Monthly Transportation Billing Report' (which is highlighted), 'NC - TD18 Total Miles', 'Outstanding Invoices by Funding Source', 'Outstanding Receivables - Detail', 'Outstanding Receivables - Summary', 'Payroll Entry', 'Quarterly Report', 'Receivables Aging Report', 'Trip Code Report - Destination plus All Costs', 'Trip Cost By Location Report', and 'Trips by Funding Source'.

Below the dropdown menu, the 'Trip Assignments' report is displayed. The report includes a header section with filters and a table of trip data. The filters section includes checkboxes for 'Dates/Times', 'Teacher', 'Requestor', 'Destination', 'Split Funding', 'Funding Source', 'Vehicle Info', 'All Miles', 'Driver Info', 'Yr/Mon', 'Planning Cost/Rate', 'Additional Inv C', 'Overnight/OOS', 'Lift?', 'Invoice Info', 'Field Trip Type', 'Payment Comments', 'Additional Veh C', 'Pick-Up Drop-Off', 'Bid Id', 'Asst. Details', 'Driver Cost', 'Estimated Trip Hrs', and 'Delimited Budge'.

The table below shows the trip data:

Requesting Location	Teacher	Type	Athletic Event	Trip Number	Leave Date	Leave Time	Return Date	Return Time	Destination	RT Miles	Mileage Rate
360 Cummings High School		Athletic	Basketball	3967	2022 01/01	09:00:00 AM	2022 01/01	09:00:00 PM	Eastern Alamance High School	21.00	\$1.1
388 Southern Alamance High	Melissa Lineberry	Field Trip		3814	2022 01/03	12:00:00 PM	2022 01/03	01:00:00 PM	921 S Main St, Graham, NC, USA	7.67	\$2.0
388 Southern Alamance High	Melissa Lineberry	Field Trip		3815	2022 01/04	12:00:00 PM	2022 01/04	01:00:00 PM	921 S Main St, Graham, NC, USA	7.67	\$2.0
310 Broadview Middle		Athletic	Basketball	3936	2022 01/05	02:30:00 PM	2022 01/05	08:30:00 PM	394 Turrentine Middle	16.00	\$1.1
360 Cummings High School		Athletic	Wrestling - Varsity	3968	2022 01/05	02:00:00 PM	2022 01/05	09:00:00 PM	Chatham Central High School	82.00	\$1.1
396 Williams High School		Athletic	Basketball - Girls	3980	2022 01/05	03:00:00 PM	2022 01/05	10:00:00 PM	324 Eastern High School	34.00	\$1.1
388 Southern Alamance High	Melissa Lineberry	Field Trip		3816	2022 01/05	12:00:00 PM	2022 01/05	01:00:00 PM	921 S Main St, Graham, NC, USA	7.67	\$2.0
406 Woodlawn Middle		Athletic	Basketball	3983	2022 01/06	11:00:00 AM	2022 01/06	07:00:00 PM	403 Western Middle	36.00	\$1.1
394 Turrentine Middle		Athletic	Basketball	3772	2022 01/06	02:00:00 PM	2022 01/06	08:00:00 PM	350 Graham Middle	13.00	\$1.1

Figure 4- Reporting

F. Multi-Level Approval Process

Allows transportation and/or central office staff to review field trip requests and approve or deny the request. Multiple approval levels shall be provided; and

In TravelTracker - Trips many sections of the request form can be customized including custom fields that display only if the trip is overnight or out-of-state for example. Other custom questions will display on all requests. This allows the district to gain any information needed from the requester. Multi-level approvals with flexible configuration allow the district to control how each level of approval is triggered (see Figure 5). Some levels can be triggered by trip type, activity, vehicle type, funding source, destination, and more.

Level 01 Approval - Location Approval

Comment

Decision

☐ Approved ☐ Denied

Designated Approver

appgprin1@gmail.com

Name

Decision Date

Level 04 Approval - High Mileage Approval

Comment

Decision

Name

Decision Date

Level 09 Approval - Superintendent Approval

Comment

Decision

Name

Decision Date

Figure 5- Approvals

G. Option for Charter Buses

Provide an option for schools to book charter buses that are under contract with HCPS.

TravelTracker will set up an approved charter company as an option for transportation (see Figure 6 on the following page for examples).

TransACT Charters Management Interface Screenshot:

Buttons: **Create New Charter**, **Delete Selected Charter(s)**

Page: 1 | items per page: 10, 25, 50, All

Charter	Charter Email
<input type="checkbox"/> Eagle Christian Tours	charters@gmail.com
<input type="checkbox"/> Premier Transportation LLC	charters@gmail.com
<input type="checkbox"/> Royal Charter & Tour, Inc	charters@gmail.com

Details for:

Name:

Email:

Phone:

Contact Name:

Address:

Buttons: **Submit**, **Cancel**

Figure 6- Charters

2. Financial Cost Information

The proposed solution shall provide financial cost information, including total trip cost estimates, for schools/teachers and generate invoices for completed trips.

TravelTracker has a built-in estimator for trip estimates (see Figure 7). As the request is submitted, the estimate is being built. Approvers will be able to see the cost of a trip before approving the trip. In TravelTracker – Trips, each assignment consists of a unique combination of the driver and/or vehicle for a trip number makes up an invoice. As a vehicle and/or driver is assigned, the invoice is automatically generated. We use the term invoice and assignment interchangeably because the assignment becomes the invoice as actual mileage and final costs are completed for each assignment.

Transportation can mark invoices as approved for payment after the trip cost has been determined based on driver cost, mileage cost, fuel cost, and a variety of other optional costs as needed by the district. All invoices are electronic and are visible to school bookkeepers and funding managers. Once the invoice cost is approved for payment, the person responsible for payment can manage the invoice from the School Finance tab or the Funding Management tab depending on the setup of the funding source.

▼ **Trip Estimator (click to open and enter additional information for estimating trip cost)**

The trip estimator provides an estimate based on the information entered on the trip request as well as additional information entered into the boxes below. This estimate is for planning purposes only and the actual cost of the trip may vary. Costs such as the driver costs and/or substitute costs may not be billed through this system depending on how your district invoices but will provide approvers with an overall estimate of all costs involved.

Compute **Print Trip Estimate Only**

Complete all required fields before computing

Trip Nbr	415	Leave Date/Time	2/11/22 9:00 AM	Approx Mi Round-Trip	121.79
Nbr Vehicles Needed	1	Return Date/Time	2/11/22 3:15 PM	Destination	Art Space
# Vehicles				1.00	
Round Trip Miles Per Vehicle				121.79	
Total Miles				121.79	S W O R T
Cost Per Mile				\$5.00	
Additional Cost Per Mile				\$0.00	
Mileage Cost					\$608.95
Fuel Cost					\$36.54
# of Students				24	
Venue Cost Per Student				3.00	
Venue Cost					\$72.00
Driver Hours Per Driver				6.25	<input type="checkbox"/> Check here to retain driver hrs
District-Wide Driver Rate	Standard ▼			\$15.00	
Driver Costs					\$93.75
# of Substitutes or Assistants				1	
Substitute/Assistant Cost Per Person				52.00	
Substitute/Assistant Costs					Computed \$52.00
Standard Trip Fee				(Std fee * Nbr Veh)	\$0.00
Other Costs					0.00
Estimated Trip Cost					Computed \$863.24
Cost Per Student				Paid by Student 0	Computed \$35.97 Compute

Figure 7- Trip Estimator

3. Budget Code Information

The proposed solution shall accept budget code information provided by HCPS. Financial reports shall be provided for reconciliation purposes.

Budget codes are put in during implementation. (Figure 8) Financial reporting is one of our best features. All reporting is done through an excel export into our already built spreadsheets for easy reporting.

The screenshot shows the TransACT software interface. At the top, there are buttons for 'Create New Code' and 'Delete Selected Code(s)'. Below these is a navigation bar with 'Page 1'. The main content area is divided into two sections. On the left is a table titled 'Budget Codes' with columns: Description, Fund, Type, Function, Object, Location, and Program Intent. The table lists several budget codes with checkboxes next to them. On the right is a 'Details for:' form with input fields for Fund, Type, Function, Object, Location, and Program Intent, along with 'Submit' and 'Cancel' buttons.

Description	Fund	Type	Function	Object	Location	Program Intent
<input type="checkbox"/> Athletics	180	E	36	6494	???	91
<input type="checkbox"/> Vocational	199	E	11	6411	???	91
<input type="checkbox"/> Instructional	199	E	11	6412	???	91
<input type="checkbox"/> SPED	199	E	11	6412	???	94
<input type="checkbox"/> Student Travel	199	E	36	6494	???	91
<input type="checkbox"/> HHS PTA	333	E	33	9999	010	00
<input type="checkbox"/> Grandview MS PTA	333	E	44	9999	009	00
<input type="checkbox"/> FHS PTA	333	E	55	9999	201	00
<input type="checkbox"/> BHS PTA	333	E	66	9999	202	00

Figure 8- Budget Codes Included

4. Solution Operational no later than 30 days after award

The proposed solution shall be operational (implementation, training, testing, etc. completed) no later than 30 days after award.

Travel Tracker for Trips has been utilized in your district since July 1, 2016. Travel Tracker for Trips is fully functional and currently utilized by Henrico County Schools for all field and athletic trips.

C. Technical Requirements-The proposed solution shall:

1. Cloud Based via the Internet

Be cloud-based and delivered via the Internet over secured wireless LANs to the client's browser;

TransACT acknowledges and understands the requirement and is compliant.

2. Compatible with current versions, multiple browsers

Be compatible with the current versions of multiple browsers, at a minimum- Edge and Chrome browsers;

TransACT recommends Chrome and Firefox, though TravelTracker does function in Edge as well.

3. Maintain compatibility with listed and future browsers

Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract;

TransACT acknowledges and understands the requirement and is compliant with standard operation procedures.

4. Only require standard browser plugins;

Transact understands the requirements and is compliant with standard Operating procedures

5. Compliant with Americans with Disabilities Act

Be compliant with the Americans with Disabilities Act requirements for accessibility;

TransACT acknowledges and understands the requirement and is compliant.

6. Provide an intuitive user interface that allows for ease of use;

TransACT acknowledges and understands the requirement and is compliant with standard Operating Procedures.

7. Support mobile technology

Support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks, and Android Platforms);

TransACT acknowledges and understands the requirement and is compliant.

8. Be accessible to persons with disabilities, including:

- a. *Blindness, color blindness, visual impairment*
- b. *Deafness, hearing impairment*
- c. *Speech impairment*
- d. *Mobility, strength, dexterity or reach impairment.*

TransACT acknowledges and understands the requirement and is compliant in all areas except blindness due to nonsupport of screen readers.

9. Support the use of commonly available screen readers;

TravelTracker does not currently support use of screen readers, but could be in later releases.

10. Comply with Federal Web Accessibility Standards

Comply with Federal Web Accessibility Standards (part of Section 508 of the Rehabilitation Act) and;

TransACT acknowledges and understands the requirement and is compliant.

11. Meet Level A and Level AA guidelines as specified

Meet Level A and Level AA guidelines as specified by the W3C's WCAG 2.0 guidelines.

TransACT acknowledges and understands the requirement and is compliant.

D. Integration Requirements- The proposed solution shall:

1. Be SSL compatible and be able to operate on Port 443 (https://);

TransACT uses SSL and TLS 1.2 for security purposes.

2. Extract data from the current system, Travel Tracker;

There is no data extraction necessary as this is the TravelTracker - Trips Solution.

3. Handle at least 150 concurrent HCPS users with no latency;

TravelTracker is cloud-based and servers can be easily scaled to meet demand.

4. Support a single sign-on solution

Support a single sign-on solution that does not require staff to have a separate account or password for accessing the vendor's application;

We do support LDAP call to the Active Directory server for personnel to login with their network userid and password

5. Allow for LTI, Azure, Active Directory or LDAP

Allow for LTI, Azure, Active Directory or LDAP (Lightweight Directory Access Protocol) as a method of authentication and authorization;

We do support LDAP call to the Active Directory server and have items to be completed to set the connection up.

6. Identify individual or client using application, authenticate individual
Identify the individual or client using the application, authenticate the individual, and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress;

The user's login authenticates them and determines their authority and rights based on the role they are assigned in each location, driver, or funding source table.

7. Automatically perform data integrity activities and include redundancy
Automatically perform data integrity activities and include redundancy features to accommodate system failure. Backups of the system files shall occur daily;

AWS backups are performed daily. We also do a daily backup using Iperius for a 2-day period for quick retrieval

8. Provide e-mail alerts to HCPS regarding specific maintenance events;

TravelTracker is web-based and cloud-based, meaning that TransACT hosts the TravelTracker. This eliminates the need for any onsite servers or server management. TransACT hosts, maintains, enhances, and backs up TravelTracker.

9. Be responsible for maintaining the software as version upgrades are released, at no additional cost to HCPS;

The app-garden hosts, maintains, enhances, and backs up TravelTracker at no additional charge to the district.

10. Provide and retain HCPS access to data online for the term of contract
Provide and retain HCPS access to data online for the term of the contract. The Successful Offeror shall provide the capability for HCPS to retrieve the data from the proposed solution at the end of the contract and provide proof that the data has been removed from the proposed solution, at no additional cost to HCPS;

Transact understands the requirement and is compliant with standard operating procedure.

11. Compatible with the payroll system and ability to pull reporting
Be compatible with the payroll system and provide the ability to pull reporting from the platform to show overtime or additional hours that need to be updated within HCPS's payroll system.

Currently, this system is Oracle, but the offeror will need to supply a resource that is flexible, and if required at a later date, can be migrated to another database without data loss and;

TravelTracker - Trips can create an API to provide necessary data that can be imported into Oracle. Data is archived and if needed later can be accessed without data loss.

12. Provide the ability to incorporate driver contract time.

TravelTracker - Trips Elite Version has the capability to track driver contract time, driver licenses expiration, etc.

E. Computer, Software, and Network Specifications

The Field Trip Planning Software shall meet all performance requirements defined in this RFP and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract. (At a minimum beginning with the versions listed below)

1. Staff District-wide; All High, Middle Students and limited numbers of Elementary students.

A. Windows Laptop

i. Software

1. OS-Windows 10, 1909 or higher; 64-bit or Windows 11
2. Browsers- Google Chrome 97.x or above; Microsoft Edge 97.x or above
3. Java-1.8.0_251 or above
4. PDF Reader-embedded within Chrome and Edge
5. Adobe Reader-standalone application
6. 0365-web or installed version

F. Training Requirements-The Successful Offeror shall provide:

1. Onsite training for the administrative and technical staff

Onsite training for the administrative and technical staff. Training shall be coordinated with the Director of Pupil Transportation and take place prior to implementation of the proposed solution.

This is your current solution and support, and training is ongoing for the life of the subscription through videos, phone calls, virtual meetings, and training guides.

2. All training and support throughout the entire term

All training and support of the proposed solution throughout the entire term of the contract and all renewals.

This is your current solution and support and training are ongoing for the life of the subscription through videos, phone calls, virtual meetings, and training guides.

3. Implementation and testing of the proposed solution and; (see figure 9 below)

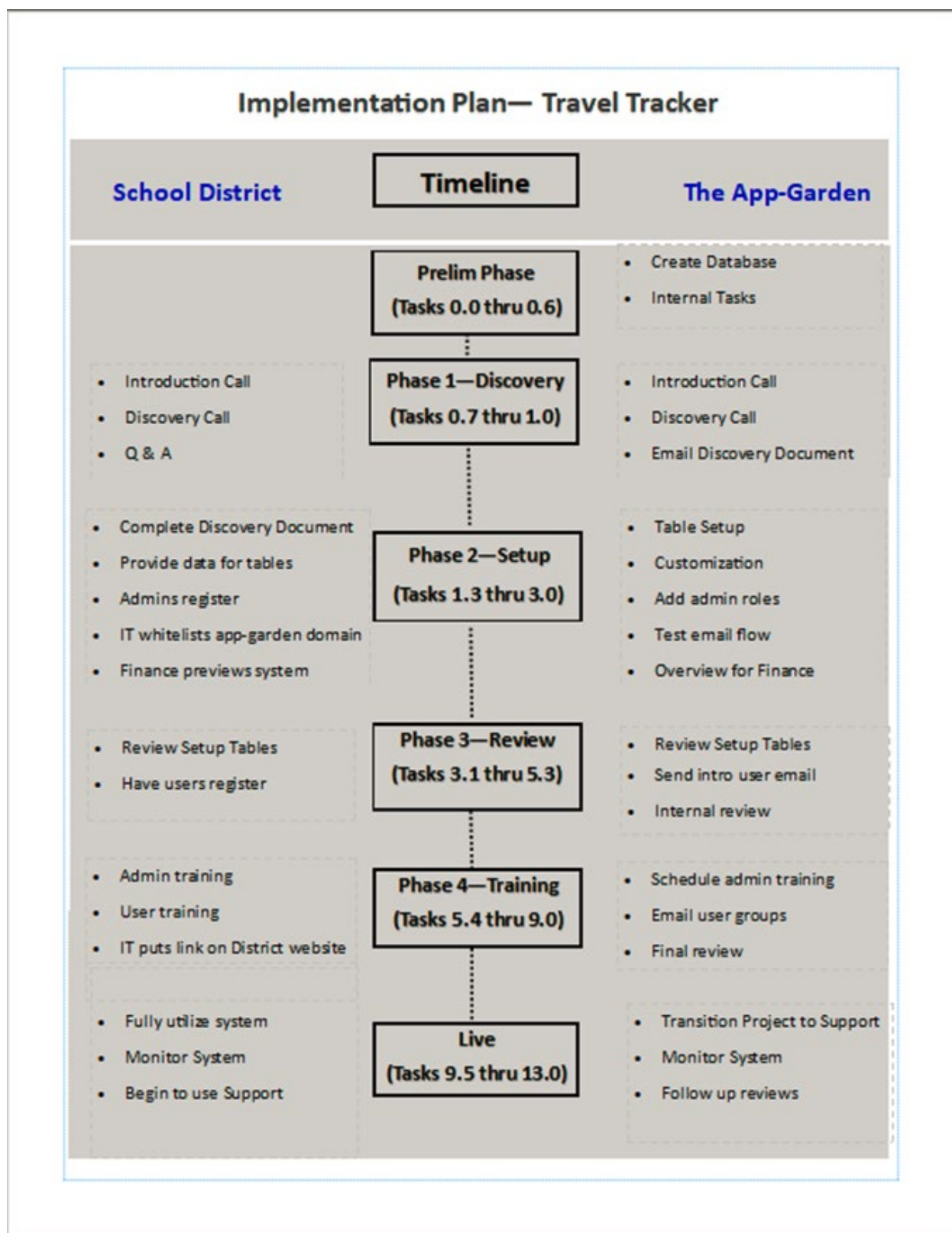


Figure 9- Implementation/Training Timeline

4. Toll-free number for customer support services to administrator and employees

Toll-free number for customer support services to administrators and employees who utilize the proposed solution. The services should be available Monday- Friday 7:30 a.m. to 5:30 p.m.

We have a toll-free number to be used for emergency situations where an individual is not able to reach us via live chat. This service is available 24/7 for emergency situations.

Tab 3: Experience and Qualifications

A. Company profile that shows ability, capacity and skill of the Offeror, staff and employees

Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time;

Customer Success Specialist Job Description

A customer success specialist is responsible for taking full ownership of the customer experience which includes taking calls, emails, and chats from the customer. Your primary job duties are to meet the needs of the customer and to make sure the company serves their best interests. You are responsible for assisting the customer with setting up the software to meet their needs and specifications. You are also an advocate for the customer who may request enhancements or special accommodation. You are also responsible for managing support tickets for your customers and if you are unable to assist you are responsible for escalating to the appropriate internal staff and relaying the information back to the customer. Problem-solving, decision-making, time management, and organization skills are crucial parts of your job.

Administer all customer accounts for implementation and support for the lifecycle of the customer. This includes but is not limited to implementation of the product, training the customer administrators, and supporting the customer through the ticketing system.

- Learning and utilizing all internal software to assist the customer through onboarding and provide support to the customer.
- Coordinate with customers to design project scope and objectives and ensure achievement of these objectives within the required timeframe.
- Complete training for all processes and software to onboard and support customers.
- Manage new customer onboarding, including project management and training.
- Manage the completion of the project.

- Analyze customer data to improve customer experience.
- Assist the customer in optimal utilization of all software tools and provide technical assistance, as necessary.
- Manage all customer inquiries and complaints and assist in effective resolution.
- Respond positively to customer's questions in a timely manner.
- Act on behalf of the customer's best interest within the internal teams to ensure the smoothest experience possible for the customer.
- Analyze customer issues, determine causes, and initiate corrective actions.
- Ensure optimal level of customer service.
- Consider regular meetings with the customer to ensure successful onboarding.
- Build strong on-going relationships with our customers through regular check ins.
- Cross-train on all TransACT products.
- Sell additional services by recognizing opportunities and customer needs to up-sell accounts.
- Attend and support sales by attending demos.
- Participate in regular training sessions to stay up to date.
- Responsible for the customer renewal process working with accounting to approve renewals.
- Communicate with customers who are past-due on their renewals to try to facilitate the renewal.
- Help achieve the overall performance goals of the organization.
- Other duties as assigned by your manager.

B. Number of years in business;

Founded in 1994 we have 25 years of experience providing administrative services to school districts, state departments of education, and higher education institutions.

C. Experience in upper elementary, middle, and early high school education market;

We have 6 brands encompassing over 14 software products specifically designed for K-12. Many staff members have experience as educators.

D. Number of current customers;

8000+

E. Number of employees proposed for the development and ongoing processes including training;

1 primary contact and 18 total Customer Success support staff

F. Resumes of proposed employees who will be providing services;

SHARON COOKE

1654 Mt. Olive Ch Rd Newton NC 28658 · 704.672.0650
sharon@transact.com

EXPERIENCE

JULY 2014 – PRESENT
CUSTOMER SUCCESS SPECIALIST, TRANSACT COMMUNICATIONS INC.
Manage all aspects of Travel Tracker Trips from the customer experience with product implementation, training, support, and renewal to outlining and presenting future feature enhancements of the product with the development team.

APRIL 2012 – JULY 2014
PRODUCTION SCHEDULER, METAL SALES MANUFACTURING CORP.

OCTOBER 2006 – JUNE 2011
FOURTH GRADE TEACHER, REDEEMER SCHOOL

AUGUST 2002 – OCTOBER 2006
SECOND GRADE TEACHER, HIGH POINT FRIENDS SCHOOL

AUGUST 2000 – JUNE 2002
FOURTH GRADE TEACHER, DAVIDSON COUNTY SCHOOLS

EDUCATION

MAY 2000
BACHELOR OF ARTS, HIGH POINT UNIVERSITY
Summa Cum Laude
Alpha Chi Honor Society

Figure 10- Implementation Specialist Resume

- G. Firm's current workload with particular reference to personnel, resources
Firm's current workload with particular reference to the personnel and other resources being proposed along with staff continuity during the contract period;

We currently have 105 active projects being onboarded with 18 Customer Success Specialist. Industry average workload is 30 projects per person. We have the capacity to handle this onboard.

- H. Statement of necessary resources to undertake engagement of magnitude
Statement that the firm has the necessary resources to undertake an engagement of this magnitude and shall have demonstrated an ability to complete projects within the specified completion dates and on budget and;

We agree upon a specified project date and then we use project management software to onboard the product to meet the customer's expectations.

Tab 4: References

Baldwin County Public Schools, AL
Johnelle Kelly – Transportation Administrator
Email Address – jkelly@bcbe.org
Phone Number – 251-580-1604
Time Period- November 27, 2019 to Present

Iredell-Statesville Public Schools, NC
Ricky Adams- Assistant Director of Transportation
Email Address - radams@iss.k12.nc.us
Phone Number – 704-872-5321
Time Period – November 1/2016 to Present

Farmington Municipal Schools, NM
Billy Huish – Director of Transportation
Email Address: bhuish@fms.k12.nm.us
Phone Number- 505-599-8623
Time Period – February 20, 2019

Del Valle ISD, TX
Ann Hatton- Director of Transportation

Email Address- ann.hatton@dvisd.net

Phone Number- 512-386-3160

Time Period – May 28, 2020

Salem City Schools, VA

Lewis Armistead – Transportation and Operations Specialist

Email Address- larmistead@salem.k12.va.us

Phone Number-540-444-0858

Time Period – July 18, 2018

Tab 5: Implementation of Services/Service Approach

A. Projected schedule for performing project

Projected schedule for performing key phases of the projects, including estimated time frames, if applicable;

See Figure 10 on the following page.

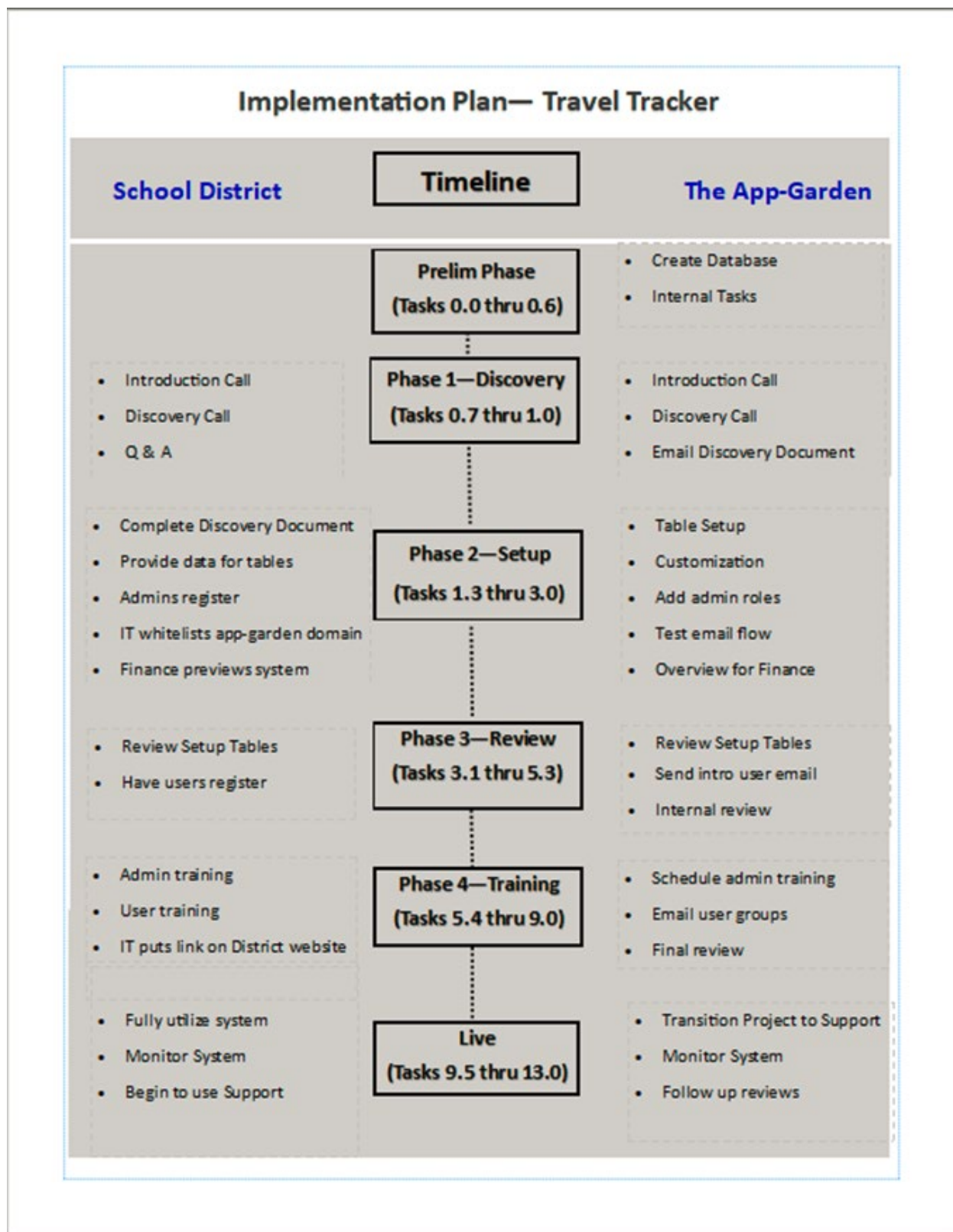


Figure 11-Implementation/Training Timeline

B. Detailed Information about the implementation and testing of proposed solution

*Detailed information about the implementation and testing of the proposed solution.
Provide a sample of a test and acceptance plan describing the typical test procedures and acceptance criteria; (Figure 11, Above)*

TravelTracker - Trips Implementation Project Plan

1. Introduction

This plan is designed to provide the process for implementing TravelTracker - Trips software. The App-Garden team welcomes new customers and begins immediately the process of building a relationship with our customers. Once the customer has committed, the account rep will schedule a 10-minute onboarding call. This call is with the Implementation Manager and the Implementation Specialist assigned to your project. This call is designed to be a meet and greet to hand the project over to implementation. During this call, the district will be given the implementation process and what can be expected over the coming weeks.

2. Management Overview

The App-Garden uses project management software to keep the team on task. The customer will be invited to join the project where you will have full visibility into the implementation process. Our goal is to be very transparent with the customer. There are milestones and tasks built into the project. When the customer is responsible for a task, you will receive an email outlining what you need to provide. The email includes the ability for the customer to add attachments and to sign off on the task. Once the customer marks a task as "done" it will kick off the next task automatically. If the customer is unsure of what is being asked there is a "stuck" button that will notify their implementation specialist and they will receive a call to assist you.

Description of Implementation

Our implementation and support model is designed with the customer in mind. Our goal is a long working relationship with your district. The Implementation Manager is available should there be any concerns from the district.

Points of Contact

You will be assigned your own implementation specialist who will work with you during the entire implementation process. You will also have access to other product experts on the team.

3. Major Tasks

The implementation process is divided into milestones. Each milestone is designed to move us through the process in a very simple yet concise manner. The customer becomes involved in the 4th milestone where we begin to discover and understand your current process.

Steps in the implementation process are:

- Approval Flow
- Setting up your fleet of vehicles
- Setting up your drivers
- Deciding how you want your trip request form to look
- Invoicing
- Final Review
- Training
- Monitoring
- Support

4. Implementation Schedule

Implementation is designed to be completed in 6-8 weeks assuming the district can provide the necessary information in a timely manner. The implementation specialist will assist in any way possible to assure this implementation schedule is maintained.

5. Training

Training is offered to the district at no additional cost. Training will be virtual and will be offered for each category of employee in the district. As a training occurs with a specific group such as school bookkeepers the session will be recorded and placed in the software for folks who either missed the training, want to listen to the training again or are new to this role. Additional virtual training may be requested as needed.

Onsite training is offered but the district will be charged for onsite training.

6. Implementation Support

We will support the district through the implementation process and as long as they are a customer. Our support team is outstanding and continues to consistently receive customer satisfaction ratings of 98% or higher.

We offer three levels of support as outlined below:

Tier I Support – Available 24/7

This is the basic level of customer support. Typically, these solutions are in a FAQ or a knowledge base. These usually include issues with passwords, basic product knowledge, etc. This can be performed without the aid of a help desk technician by accessing our solutions on our support portal.

Tier II Support – Available 7:30 – 5:30 EST / 24/7 Portal access

This involves technical knowledge and is staffed by technicians who have troubleshooting capabilities beyond tier I support. The Tier II specialist will find out if there is a solution or a work around in the database. The customer is then told how to fix their problem. If the tech cannot fix the problem at this tier, the problem is escalated to Tier III Support. Tier II support includes things like configuration issues, troubleshooting, software fixes, etc.

Tier III Support – Available 24/7

Tier III requires a person who has specialized skills over and above the work the techs do in tier I & II. This support is usually provided by the specialist involved in product development. They deal with complex issues such as server, network, infrastructure, data center, and other infrastructure issues.

7. Performance Monitoring

Databases are monitored on a regular basis and any concerns are addressed with the customer right away.

8. Implementation Project Management

Below are sample screenshots of TravelTracker project to give you an idea of how the process works.

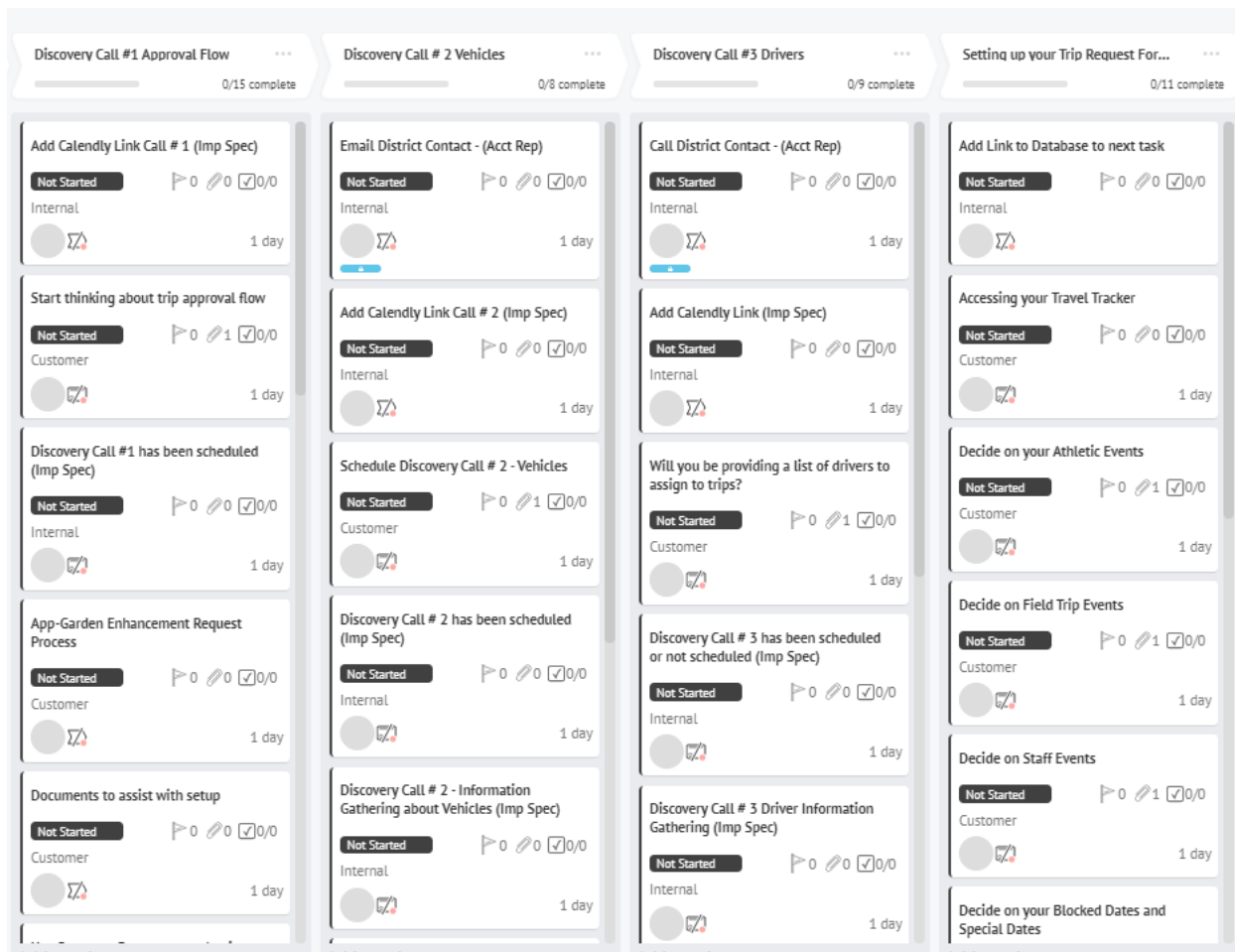


Figure 12- Implementation Plan

C. Detailed outline and description for the training program that will be offered to the County;

Please see Figure 12 above.

D. Limitations of the proposed solution, if applicable;

TravelTracker's training program has no noted limitations to date.

E. Samples of reports used for providing financial cost information and;

F. Sample of software licensing agreements, documents

Samples of software licensing agreements, maintenance agreements, contract documents and etc. to which HCPS may be requested to execute.

Please see Figure 12 on the previous page.

Figure 13-Hosting Agreement



TransACT Communications, LLC. d.b.a. App-Garden
Response to RFP No. 22-2317-3KMW
Field Trip Management Software

Tab 6: Pricing / Cost Proposal

Attachment H Fees

Hosted Software Solution

Annual Fee \$15,420.00

Training

Number of sessions 10 Number of Hours per session 1.5

Number of people in each session no limit

Implementation

\$ 0.00

Project Management

\$ 0.00

List any additional charges if applicable below: None

Tab 7: Appendix: Data Security

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between the
Henrico County Public Schools (hereinafter referred to as “Division”) and
TransACT Communications LLC (hereinafter referred to as “Provider”) on
[redacted] The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Division with certain digital educational services (“Services”) as described in Article I and Exhibit “A”; and

WHEREAS, in order to provide the Services described in Article I and Appendix A, the Provider may receive or create and the Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

WHEREAS, the documents and data transferred from Virginia Divisions and created by the Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*.

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other Local Educational Agencies (LEAs) in Virginia the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Division Data (as defined in Exhibit “C”) transmitted to Provider from the Division pursuant to Exhibit “A”, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in Exhibit “C”) from Pupil Records (as defined in Exhibit “C”) are transmitted to Provider from Division, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Division. Provider shall be under the direct control and supervision of the Division.

2. Nature of Services Provided. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit “A” hereto:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Travel Tracker – Trips Software – refer to Exhibit A

3. **Division Data to Be Provided.** In order to perform the Services described in this Article and Exhibit “A”, Provider shall list the categories of data collected, managed or shared as described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”:

Refer to Exhibit B

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, a service agreement, privacy policies or any terms of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the Division, or to the party who provided such data (such as the student, in the case of user generated content.). The Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of the Division. For the purposes of FERPA and state law, the Provider shall be considered a School Official, under the control and direction of the Divisions as it pertains to the use of Division Data notwithstanding the above. The Provider will cooperate and provide Division Data within ten (10) days at the Division’s request. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within ten (10) days to the Division’s request for personally identifiable information in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Division Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Division, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** Provider shall, at the request of the Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify the Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance**. Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights**. Division shall ensure that its annual notice under FERPA defines vendors, such as the Provider, as "School Officials and what constitutes a legitimate educational interest. The Division will provide parents with a notice of the websites and online services under this agreement for which it has consented to student data collection to on behalf of the parent, as permitted under COPPA.
3. **Unauthorized Access Notification**. Division shall notify Provider promptly of any known or suspected unauthorized access. Division will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

- 1) **Privacy Compliance**. The Provider shall comply with all Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
- 2) **Authorized Use**. Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as authorized under the statutes referred to in subsection (1) above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of the Division, unless it fits into the de-identified information exception in Article IV, Section 4, or there is a court order or lawfully issued subpoena for the information.
- 3) **Employee Obligations**. Provider shall require all employees and agents who have access to Division data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
- 4) **Use of De-identified Information**. De-identified information, as defined in Exhibit "C", may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). The Provider and Division agree that the Provider cannot successfully de-identify information if there are fewer than twenty (20) students in the samples of a particular field or category of information collected, *i.e.*, twenty students in a particular grade, twenty students of a particular race, or twenty students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the Division who has provided prior written consent for such transfer.

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- 5) **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, Provider shall dispose or delete all division data obtained under this agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the Division data has been disposed. The duty to dispose of Division data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The Division may employ a request for return or deletion of Division data form, a copy of which is attached hereto as exhibit D. Upon receipt of a request from the Division, the Provider will immediately provide the Division with any specified portion of the Division data within ten (10) calendar days of the receipt of said request.
- a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to Article II Section 3, above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement Provider shall dispose or securely destroy all Division data obtained under the service agreement. Prior to disposal of the data, Provider shall notify Division in writing of the option to transfer data to a separate account, pursuant to Article II, Section 3, above. Under no circumstances should Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
- 6) **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing or advertising efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to the Division; or (d) use the Division Data for the development of commercial products or services, other than as necessary to provide the Service to the Division. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
- 7) **Penalties.** The failure to comply with the requirements of this agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from the Division's education records, the Division may not allow Provider access to the Division's education records for at least five years.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information and makes use of appropriate administrative, technological, and physical safeguards. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure and manage usernames, passwords, and any other means of gaining access to the Services or to Division Data, at levels suggested by NIST SP800-171 (Password complexity, encryption, and re-use) , NIST SP800-53 (IA control Family), and NIST 800-63-3 (Digital Identity), and NIST SP800-63B (Authenticator and Verifier Requirements) or equivalent industry best practices.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the collection, storage or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the DPA in a secure computer environment.
 - c. **Provider Employee Training.** The Provider shall provide annual security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the service is accessed using a supported web browser, FIPS 140-2 validated transmission encryption protocols, or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
 - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division's written request, Service Provider shall make the results of findings available to the Division. The Division shall treat such audit reports as Provider's Confidential Information under this Agreement.
 - f. **Backups and Audit Trails, Data Authenticity and Integrity.** Provider will take reasonable measures, including all backups and audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data are reasonably believed by the Provider or school division to have been disclosed (lost, accessed or obtained) in violation of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) or other federal or state law

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applicable to such information accessed or obtained by an unauthorized individual, Provider shall follow the following process:

- a. provide immediate notification to Division upon verification of the incident and allow the Division or its authorized representatives to fully participate in the investigation of the incident.
- b. notification will be provided to the contact(s) identified in Article VII, M: Notice, and sent via email and postal mail. Such notification shall include the
 - i. date, estimated date, or date range of the loss or disclosure;
 - i. Division Data that was or is reasonably believed to have been lost or disclosed;
 - ii. remedial measures taken or planned in response to the loss or disclosure.
- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the loss or disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. the Provider shall indemnify and hold harmless the Division from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the Provider or any of its officers, directors, employees, agents or representatives of the obligations of the Provider's or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

The Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other Division who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

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ARTICLE VII: MISCELLANEOUS

- A. **Term.** The Provider shall be bound by this DPA for so long as the Provider maintains or possesses any Division Data.
- B. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. The Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
- C. **Data Transfer Upon Termination or Expiration.** Provider will notify the Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Division, all such work to be coordinated and performed in advance of the formal, transition date.
- D. **Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of Division's data pursuant to Article IV, section 5(b). The Provider's obligations under this agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.
- E. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as service agreement or with any other bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
- F. **Amendments.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties.
- G. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- H. **Governing Law; Venue and Jurisdiction.** This agreement will be governed by and construed in accordance with the laws of the state of Virginia, without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts for the county of the initial subscribing Division or the division specified in exhibit E as applicable, for any dispute arising out of or relating to this agreement or the transactions contemplated hereby.
- I. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Division Data and portion thereof stored, maintained or used in any way.

- J. Waiver.** No delay or omission of the Division to exercise any right hereunder shall be construed as a waiver of any such right and the Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- K. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.
- L. Electronic Signature:** The parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.
- M. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the Provider for this Agreement is:

Name:	Todd Yates, PhD
Title:	Vice President, Enterprise Services
Address:	5105 200 th Street SW, Suite 200 Lynnwood, WA 98036
eMail:	todd@transact.com
Phone:	425-977-2100

The designated representative for the Division for this Agreement is:

Name:	
Title:	
Address:	
eMail:	
Phone:	

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E General Offer of Terms, subscribing Division shall provide notice of such acceptance in writing and given by personal delivery or email transmission (if contact information

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is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below the designated representative for the notice of acceptance of the general offer of privacy terms is named title contact information.

Name:	<u>Jim Chamberlin</u>
Title:	<u>Vice President, Finance & Operations</u>
Address:	<u>5105 200th Street SW, Suite 200 Lynnwood, WA 98036</u>
eMail:	<u>jim@transact.com</u>
Phone:	<u>425-977-2100</u>

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Virginia Student Data Privacy Agreement
as of the last day noted below.



Provider Signature

Date: 4/12/22

Printed Name: Todd Yates

Title: Vice President, Enterprise Services

Division Signature

Date:

Printed Name:

Title:

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EXHIBIT “A”

DESCRIPTION OF SERVICES

Travel Tracker – Trip Software streamlines the process of managing field and athletic trips from the trip request, through a multi-level approval process, bus and driver management, automatic notifications, invoicing, and detailed reporting. The visibility that Travel Tracker Trips gives a district by being cloud-based helps to cut back on a lot of manual and time-consuming tasks.

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EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users. Use of Cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data (Please specify)	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data (please specify)	<input type="checkbox"/>
Attendance	Student school (daily) attendance	<input type="checkbox"/>
	Student class attendance	<input type="checkbox"/>
Communication	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of birth	<input checked="" type="checkbox"/>
	Place of birth	<input type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Language information (native, preferred or primary language spoken by the student)	<input type="checkbox"/>
	Other demographic information (please specify)	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information (please specify)	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/>
Parent/Guardian Name	First and/or last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>

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	Medical alerts/health data	<input checked="" type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP 504)	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information (please specify)	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (school district) ID	<input checked="" type="checkbox"/>
	Number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or last name	<input checked="" type="checkbox"/>
Student in App Preferences	Program/application performance (ex words per minute, reading level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student Work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>
	Other student work data (please specify)	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data (please specify)	<input type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/>
	Student pick up and/or drop off location	<input checked="" type="checkbox"/>
	Student bus card ID number	<input checked="" type="checkbox"/>
	Other transportation data (please specify)	<input checked="" type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application	<input type="checkbox"/>

No student data collected at this time ☐

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box if more space is needed

Click or tap here to enter text.

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EXHIBIT “C”

DEFINITIONS

Data Breach means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.

Division Data includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by the Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employees, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. The Provider’s specific steps to de-identify the data will depend on the circumstances, but should be appropriate to protect students. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than twenty (20) students in the samples of a particular field or category, i.e., twenty students in a particular grade or less than twenty students with a particular disability.

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, staff data, parent data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia.

PII includes, without limitation, at least the following:

- Staff, Student or Parent First, Middle and Last Name
- Staff, Student or Parent Telephone Number(s)
- Discipline Records
- Special Education Data
- Grades
- Criminal Records

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- Health Records
- Biometric Information
- Socioeconomic Information
- Political Affiliations
- Text Messages
- Student Identifier Photos
- Videos
- Grade
- Home Address Subject
- Email Address
- Test Results
- Juvenile Dependency Records
- Evaluations
- Medical Records
- Social Security Number
- Disabilities
- Food Purchases
- Religious Information Documents
- Search Activity
- Voice Recordings
- Date of Birth
- Classes
- Information in the Student's Educational Record
- Information in the Student's Email

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records.

Pupil-Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational Division employee.

Securely Destroy: Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88 Appendix A guidelines relevant to sanitization of data categorized as high security. All attempts to overwrite magnetic data for this purpose must utilize DOD approved methodologies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct

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control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by Division or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings or geolocation information.

Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Virginia and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services. Anonymization or de-identification should guidance equivalent to that provided by U.S Department of Education publication "Data De-identification: An Overview of Basic Terms" or NISTIR Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

Student Generated Content: Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student users on online platforms.

Subscribing Division: A Division that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Division or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Third Party: The term "Third Party" means an entity that is not the Provider or Division.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

[Name or Division or Division] directs [Name of Company] to dispose of data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is Complete. Disposition extends to all categories of data.

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data]

2. Nature of Disposition

☐ Disposition shall be by destruction or secure deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions.]

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By (Insert Date)

4. Signature of Authorized Representative of Division

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

5. Verification of Disposition of Data

BY: _____

Date: _____

Printed Name: _____

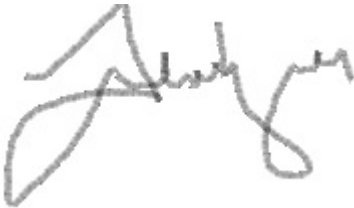
Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT “E” GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division (“Subscribing Division”) who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. This General Offer shall extend only to privacy protections and Provider’s signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider’s signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.



BY: _____

Date: 04/12/22

Printed Name: Todd Yates

Title/Position: Vice President, Enterprise Services

2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division’s individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Email Address _____