

**CONTRACT ROUTING FORM**

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: County Manager's Office

Department contract file name (use effective date): Recite Me, NA, LLC \_BIC\_ManagersOffice\_20240514

Project Code: Chatham County Literacy Council\_BIC\_Managers

Office20240401

Contract type: Contract

Contracted Services/Goods: Website Translation Software

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter

text. Vendor Name: Recite Me, NA, LLC 20240514

Effective Date: May 15, 2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: 6/30/2027

Total Amount: \$17,985.00

Please Return Contract to:

Name: Brenda Clegg & Erik Lindley

Email: Brenda.clegg@chathamcountync.gov

& Erik.lindley@chathamcountync.gov

Special Instructions for Clerks Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: Brenda Clegg (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract  Reason: \_\_\_\_\_

This is an automatic renewal and does not require approval from the County Attorney: Yes  No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes  No

5. Vendor has signed the contract. Yes  No

6. A budget amendment is necessary before approval. Yes  No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

**Clerk's Office Only**

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract



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*Order Form*



[www.reciteme.com](http://www.reciteme.com)

# Recite Me Order Form

This document outlines the commercial agreement between

Recite Me NA LLC

(The Supplier)

and

Chatham County

(The Client)

For Recite Me to provide web accessibility tools for a period as defined below on the url(s) listed.

## Client Address:

12 East Street P.O. Box 1809 Pittsboro, NC 27312

## Authorized URL(s)

Please list all the URL's you intent to deploy the Recite Me software on as part of this agreement.

### URL (s)

https://chathamcountync.gov  
(up to 20 additional 3rd party or sub-domains of chathamcountync.gov- to be implemented by Chatham County)

### Period of Contract

### Price

3 years

\$17,985



Please check box of preferred option.

Recite Me Terms and Conditions within this agreement apply. All prices quoted in US Dollars.

Quotes Valid for 60 days from date of quotation.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

## Signatures

### The Supplier

### The Client

*Roy Lynch*  
Roy Lynch, Finance Officer

Contact Name

Matthew Cox

Contact Name

Dan LaMontagne

Title

Country Manager

Title

County Manager

Email

matt.cox@reciteme.com

Email

Telephone

571 946 4068

Telephone

919-542-8200

Signature

*Matthew Cox*

51650D05622E4B3...

Signature

*[Signature]*

Date

14-May-2024 | 14:04 EDT

Date

5-15-2024

## 1 Description Of The Services Contracted

1. The Supplier will provide Recite Me web accessibility software ("the Web Accessibility Software") for the Client's website for the duration of the agreement. Recite Me is supplied on a software as a service ("SaaS") basis.
2. The Supplier will provide a named account manager who will be the main point of contact between the Supplier and the Client throughout the agreement.
3. The Supplier will provide technical support as required.

## 2 Exclusivity and Intellectual Property Rights

1. The Supplier is permitted to offer the same Web Accessibility Software to other companies.
2. It is agreed and acknowledged that all Intellectual Property Rights in the Web Accessibility Software belong exclusively to the Supplier and the Supplier's sister company Recite Me Limited on behalf of which the Supplier acts as exclusive agent in the United States of America.
3. The Supplier warrants that the Supplier has the right to provide the Web Accessibility Software to the Client as set out in this Agreement and that such provision shall not infringe the intellectual property rights of any third party.

## 3 Support

The Supplier is committed to providing technical support to the Client, when applicable, throughout the Term of this agreement. Furthermore, the Supplier will ensure that the Web Accessibility Software is available in accordance with the service levels set out in Appendix A.

## 4 Breach Of Contract

1. The Supplier will endeavour to rectify a breach of contract within 1 month.
2. The Client shall be permitted to contract with another supplier should the Supplier fail to rectify the breach within the given period.

## 5 Supplier Fees

1. In consideration for the provision of the Web Accessibility software the Client shall pay the Supplier the following charges:

Please refer to page 2

Payments must be made within 30 days of the date of the invoice.

## 6 Supplier Contact

The designated person/department of the Client who is to supervise the Supplier's work will be provided by the Client.

## 7 Term and Termination

This Agreement shall be for three years unless either party gives written notice at least 90 days prior to the expiration of any term of the Company's intention not to renew.

The contract can be terminated without notice subject to:

1. Receivership, administration or liquidation of either party
2. Breach of any term of the agreement that is not remedied within one month by either party

## 8 Confidentiality

1. Each party agrees to keep confidential any and all commercial, technical, financial or other business information concerning the other party to which it may become party during the course of this Agreement and further agrees in particular not to disclose all or any part of that information to any third party, except as may be required by a mandatory rule of law or order of court of competent jurisdiction.
2. For the purposes of this clause if the parties agree that confidential information shall not include:
  - Information generally available to members of the public in written or other fixed form or which becomes so available through no fault or breach of this Agreement on the part of the recipient;
  - Information which its recipient can establish by independent evidence was available to it and its free disposal prior to its receipt under or in connection with this Agreement; and
  - Information at any time received from a third party not apparently bound (after enquiry) by any contractual or fiduciary obligation of confidence and thus free to make disclosure.
  - The Supplier may issue press releases or promotional material relating to the Client and its use of the Web Accessibility Software for advertising or other purposes before, during or after termination of this agreement.
  - This clause shall continue to have full force and effect both before and after termination of this Agreement (for whatever reason).

## 9 Documentation

Service of documents between the parties may be by email or normal post.

## 10 Liability

1. The Supplier is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
2. Save in the case of death or personal injury resulting from its negligence the aggregate liability of Recite Me NA LLC. under this Agreement (howsoever arising) shall not exceed \$5,000.

## 11 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the state of Virginia.

A

## Recite Me SLA

1. During each month of this Agreement the Supplier undertakes to the Client that the Software shall be capable of being accessed (except where inaccessibility is caused by backbone outage or power failure of the National power suppliers or any event of Force Majeure) no less than 99.9% of the time during normal working hours of 09:00 to 17:00 EST.\*
2. During each month of this Agreement the Supplier undertakes to the Client that the server on which the Software is hosted and the ancillary equipment out to the relevant router shall have no more than 1.0% down time.\*
3. The Supplier undertakes that the Software is backed-up at least once every 24 hours and secured in accordance with good industry practice.
4. The Supplier will monitor the Software on the relevant server and if at any time the Software is not fully accessible for 2 hours or more then the Supplier shall notify the Client immediately and the Supplier shall start correcting the problem immediately and shall continue working on it until it is remedied.
5. The Supplier will ensure that:
  - All planned maintenance will be undertaken outside of the normal working hours referred to above.
  - All planned maintenance which may result in the Software not being available for more than 2 hours will be notified to all clients prior to carrying out such maintenance.
  - Notice of emergency maintenance will be given as soon as is practicable.

\*For the avoidance of confusion the difference between points 1 and 2 is designed to reflect that within normal working hours our team can react in real time to any issue, whereas out of hours this may take a little longer, and to allow for any planned system downtime for maintenance/upgrades.



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e: [info@reciteme.com](mailto:info@reciteme.com)  
w: [www.reciteme.com](http://www.reciteme.com)

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Reston VA, 20190,  
USA

*Believing in Accessibility for All*