VCU Procurement Services

Date: August 27, 2020

Chrome River Technologies, Inc.

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

RE: Contract #: 4830627-BM
Renewal No.: 2 of 2
Current Purchase Order: EP2634105

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Dear Ms. Monica Schoettle,

Your firm's contract with Virginia Commonwealth University (VCU) for Travel Management Services expires on September 30, 2020. VCU intends to exercise the renewal of this contract in accordance with Section G of Contract 4830627-BM. Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for the renewal period: October 1, 2020 through September 30, 2023.

X   Pricing remains the same as the previous contract period.

____   Attached is the revised pricing in accordance with the contract terms.

____   By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than 9/8/2020. Your response may be emaiiled to me at aranthes@vcu.edu. If you have any questions, please contact me at (804) 828-1070.

Sincerely,

Amy Anthes

Amy Anthes
IT Category Manager

An Equal Opportunity/Affirmative Action University

Contract #: :   4830627-BM

RESPONSE:

Chrome River Technologies, Inc.
Name of Firm

Matt Gahr
DDC7735291D54F5...
Signature

Matt Gahr
Name Printed

Chief Sales Officer
Title

30 September 2020 | 3:35:52 PM PDT
Date

VCU

Procurement Services

Procurement Services
University Purchasing

912 W Grace St.
P.O. Box 980327
Richmond, Virginia 23298-0327

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

August 22, 2017

Mr. Frank Davis
Director, Business Development
Chrome River Technologies
5757 Wilshire Boulevard #270
Los Angeles, CA 90036

Re: Contract #: : 4830627-BM
    Renewal No.: 1

Dear Mr. Davis,

Your firm's contract with Virginia Commonwealth University (VCU) for travel management services expires on September 30, 2017. VCU intends to exercise the renewal of this contract in accordance with SECTION G of Contract #: 4830627-BM. Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU.
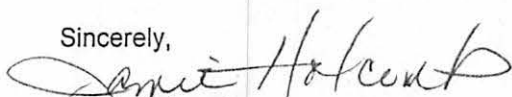
Services shall be provided in accordance with the contract for the renewal period: October 1, 2017 through September 30, 2020.

_____ Pricing remains the same as the previous contract period.

  X   Attached is the revised pricing in accordance with the contract terms, Section IVa(i), Pricing, Contract Term.

Please return this document to me no later than August 31, 2017. Your response may be emailed to me at jaholcomb@vcu.edu. If you have any questions, please contact me at (804) 628-2877.

Sincerely,

Jamie Holcomb

VCU
Procurement Services

RESPONSE:

Chrome River Technologies, Inc.
_____
Name of Firm

Alan Rich
_____
Signature

Alan Rich
_____
Name Printed

President
_____
Title

31 August 2017 | 10:40:16 PM PDT
_____
Date

CHROMERIVER

Hi Jamie,

Thanks for your patience. I have received the following from accounting regarding the renewal increase.

Currently your rate is 2032 professionals @ 3.50 each = $7112 monthly (excluding the referral discount that you have been receiving). The rate increase will bring the monthly subscription fees to $7233.92.

Please let me know if this suffices your request?

Thanks and have a great day.

Jim

CHROMERIVER

Jim Prouty | Director Sales, Higher Education East
781.974.5444

» 2-minute EXPENSE video : Streamline and simplify your expense reporting
» 2-minute INVOICE video : Make your invoice processing simple, quick and error-free

ITEMS:

NSA
-0.1% in Jul 2017

SA
+0.1% in Jul 2017

NSA
+1.6% since Jul 2016

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: 4830627-BM

This contract entered into by Chrome River Technologies, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

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

PERIOD OF THE PERFORMANCE: From October 1, 2012 through September 30, 2017 with two (2) successive three (3) year renewal options.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:
(1)   This signed form;
(2)   The Request for Proposals No. 4830627-BM dated February 24, 2012 including Addenda No. 1 and 2, both dated March 8, 2012;
(3)   The Contractor's Proposal dated March 21, 2012;
(4)   The Negotiated Modifications Document dated August 21, 2012;
(5)   The Contractor's Subscription Master Agreement;
(6)   The Contractor's Order Form (Professional Services); and
(7)   The Contractor's Order Form (Subscription).
All of which documents are incorporated herein by reference.

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

| CONTRACTOR:	PURCHASING AGENCY:
Chrome River Technologies	Virginia Commonwealth University
By:	By:
Name Printed: Alan Rich	Name Printed: David Hanson
	Vice-President for Finance and
Title: CEO	Title: Administration
Date: 9/11/2012	Date: 9.25.12

VCU

buys green

Virginia Commonwealth University

Request for Proposals

RFP No: 4830627-BM

RFP Title: Travel and Expense Management Tool

Date: February 24, 2012

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP
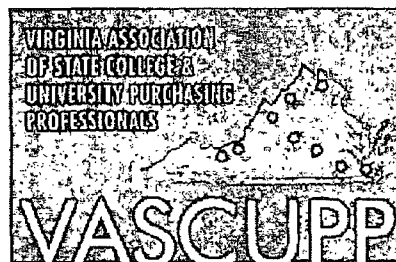
College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

A VASCUPP Member Institution

REQUEST FOR PROPOSALS RFP No. 4830627-BM

Issue Date: February 24, 2012

Title: Travel and Expense Management Tool

Issuing and Using Agency: Virginia Commonwealth University
Attention: Benjamin Miller
10 S 6th St., 2nd Floor
POB 980616
Richmond, Virginia 23298-0616

Period of Contract: Three (3) years from date of award with one (1) three (3) year renewal option or as negotiated.

Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM local time on March 23, 2012.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-1077, VOICE TDD: (800) 828-1120

This solicitation & any addenda are posted on the eVa website at: http://www.eva.virginia.gov

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980616, RICHMOND, VA 23298-0616. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT SERVICES, 10 S 6TH ST., 2nd FLOOR, RICHMOND, VA 23219. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF FIRM:

_____   Date: _____

_____   By (Signature In Ink): _____

_____ Zip Code_____   Name Typed: _____

E-Mail Address: _____   Title: _____

Telephone: (____) _____   Fax Number: (____) _____
Toll free, if available   Toll free, if available

DUNS NO.: _____   FEI/FIN NO.: _____

REGISTERED WITH eVA: ( ) YES ( ) NO   SMALL BUSINESS: ( ) YES ( ) NO
VIRGINIA DMBE CERTIFIED: ( ) YES ( ) NO   MINORITY-OWNED: ( ) YES ( ) NO
DMBE CERTIFICATION#: _____   WOMEN-OWNED: ( ) YES ( ) NO

An optional Pre-Proposal conference will be held on March 6, 2012. See Section V, Page 3, herein.
THIS SOLICITATION CONTAINS 20 PAGES.

Table of Contents

I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to establish a term contract with a qualified source for the provision of a <u>Travel and Expense Management Tool</u> for Virginia Commonwealth University (the lead issuing institution and hereafter referred to as "the University" or "VCU"), an agency of the Commonwealth of Virginia. The initial contract term is anticipated to be three (3) years from date of award with one (1) three (3) year renewal option. However, the University will consider a different initial term provided the total period, including renewal options, does not exceed six (6) years.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor. Additional information is available at:

http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Cooperative_Pr ocurement.pdf

II. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

III. THE UNIVERSITY:

Information is available at:
http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_The_University. pdf

IV. REPORTING AND DELIVERY REQUIREMENTS:

Information is available at:
http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Reporting_Deli very_Requirements.pdf

V. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at 11:00 a.m. on Tuesday, March 6, 2012 in the VCU Student Commons Forum Room at 907 Floyd Ave, Richmond, VA

23284. Parking is available at the West Cary St. Parking Deck, located at 1201 W. Cary St. for $5. The purpose of the conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Please submit any questions or clarifications that you would like addressed at the conference to Benjamin Miller at bbmiller@vcu.edu by 12:00 p.m. on Monday, March 5, 2012. Any additional questions or clarifications will also be addressed at the conference. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VI.   BACKGROUND:

Travel and personal expense reimbursement vouchers for all 300+ VCU departments are audited and processed by Travel & Reimbursement Services which is a department within VCU Procurement Services. VCU is currently utilizing paper forms to manually process all expense reimbursement vouchers. In an effort to improve efficiency, policy compliance, and reporting, while reducing overall costs, the University intends to move to an automated Travel & Expense Management Tool (TEMT). VCU intends to utilize the TEMT as the preferred method for processing travel and personal expense reimbursements and intends to utilize the TEMT for expense reporting.

VCU's estimated volume of travel and personal expense reimbursement vouchers based on the average of the past three calendar years (2009-2011) is approximately 19,000 total vouchers processed annually. The average breakdown (%) per month for the same time period is:

January	7%	July	7%
February	8%	August	7%
March	10%	September	6%
April	11%	October	8%
May	11%	November	9%
June	10%	December	6%

VCU policy requires travel reimbursement vouchers to be submitted within 60 days of when expense was incurred. Policy requires original receipts for most expenses over $25. VCU follows GSA Domestic Per Diem rates and U.S. Department of State Foreign Per Diem rates.

A link to the full VCU Travel Policy is:
http://www.vcu.edu/procurement/pdf_docs/Chap_7a.pdf.

A link to VCU Personal Reimbursement Policy is:
http://www.vcu.edu/procurement/travel/pdf_docs/Personal_Reimbursements.pdf.

The current time from receipt of voucher in Travel & Reimbursement Services to payment processing is 10 business days. 100% of the vouchers received are audited prior to reimbursement processing. Reimbursement is made via direct deposit through Banner for employees.

The most common errors found through voucher audits which cause delay in processing are: lack of sufficient business justifications for expenses; missing approval signatures on vouchers; and missing receipts.

Currently, travel expenses are paid for through the use of an Agency Travel Card (University liability card held by travel management firm for airfare only); VCU Travel Card (employee liability card issued by VCU for travel expenses only); personal credit cards; potentially VCU Purchasing Card (University liability card) and in some instances, travel advances.

VCU is currently conducting a competitive procurement to establish a travel management services contract which may include an Online Booking Tool (OBT). It is expected that the TEMT solution integrate with the OBT and VCU's current finance system, SunGard Banner.

VII. DESCRIPTON OF REQUESTED GOODS/SERVICES AND PROPOSAL RESPONSE REQUIREMENTS AND SUBMISSION INSTRUCTIONS:

This section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's proposal. **The areas to be addressed are italicized and in bold.** Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the proposal from consideration. Proposals which are substantially incomplete or lack key information may be rejected by VCU.

A. Description of Requested Goods/Services and Proposal Response Requirements:

The Contractor should be experienced in providing a Travel & Expense Management Tool to institutions of higher education. The Contractor should be able to meet a full range of services including, but not limited to, those listed below:

1. TEMT Features and Functionalities:

The Contractor should provide a robust TEMT solution with the following features/functionalities:

a) Easy-to-use navigation tools and screens.

b) Ability to incorporate drop down boxes, check boxes, radio buttons, mouse-over tips, pop-ups, links and/or online assistance that would provide help to the user as needed.

c) Ability to configure features to conditionally apply policies, procedures, and rules (example: Rules engine should be able to apply complex "if, then, else" logic).

d) Ability to make fields mandatory or optional.

e) Customization with VCU Policy, including various allowances based on funding source.

f) Incorporation of policy per diem rates for meals, incidentals, and lodging so that correct per diem rates are automatically pulled in based on city or zip code entered. Additionally:

    (1) Ability to identify prepaid/provided meals (ex: breakfast provided for at hotel) and reduce per diem automatically;
    (2) Ability to calculate full per diem vs. reduced per diem for travel days;
    (3) Ability to recognize appropriate per diem for date of travel (per diem may change between travel dates and reimbursement date).

g) Incorporation of automatic mapping features to calculate mileage (e.g. MapQuest) given specific addresses.

h) Incorporation of a currency converter. Additionally:

    (1) Ability to convert all major currencies found on Oanda.com to include, but not limited to, Qatar Riyal;
    (2) Ability to convert for the day of payment (not the day being entered into TEMT solution).

i) Ability for user to enter information or comments that are applicable to the entire document or just to certain expenses. For example, the user should be able to enter a business purpose or any notes about an expense.

j) Identification or "flagging" of expenses that are out of VCU Policy based on configurable rules. Additionally, a systematic block that will not allow a user to proceed with certain non-allowable expenses (ex: charging in-room movies at hotels).

k) Electronically routed, multi-level approval system. Additionally:

   (1) Identification of areas in the reimbursements on which an approver must make approval determinations;
   (2) Assignment of delegates for approval roles for specified time periods;
   (3) Ability to escalate the approval to another level if the approval does not occur timely;
   (4) Email reminders to be sent to approvers alerting if outstanding reports that require action.

l) Pre-population with OBT transactions, etc.

m) Identification of non-reimbursable or pre-paid expenses.

n) Ability to allocate charges to certain cost center(s).

o) Extensive notification/monitoring system to include:

   (1) Notification to the user and the owner of the cost center when payment is issued.
   (2) Notification to the user if approval is denied, with details as to denial reasons
   (3) Ability to monitor the status of any requested reimbursement.

p) A delegate to access the system to complete a reimbursement voucher on behalf of another user.

q) Ability to handle the issue and payback of funds for travel advances.

r)   Editable maintenance tables where attributes can be maintained independently by VCU.

s)   Retention periods for travel and expense data that aligns with IRS and University regulations.

t)   Any other features/functionalities that would add value to VCU.

Firm should provide detailed information regarding proposed TEMT solution's features/functionalities including, but not limited to, those listed above. Please include a link to view demonstrations of proposed tools, if available.

2.   Receipt Imaging and Submission:

Current VCU Policy requires original receipt documentation for most expenses over $25. Original receipt documentation is necessary to ensure that reimbursement requests are not submitted multiple times.

Firm should provide a receipt submission solution that addresses this concern. Propose how the TEMT would work with this requirement or propose an alternate receipt submission method for VCU's consideration that would prevent duplicate submissions.

VCU currently uses ImageNow as a scanning system to aid in invoice processing. Could ImageNow be utilized in any capacity for receipt submission? Can receipts be transmitted electronically by vendor (hotel, vehicle rental company, etc.) or obtained electronically from OBT transactions through proposed TEMT?

3.   Integration with Online Booking Tool:

The TEMT solution should seamlessly integrate with any potential Online Booking Tool chosen by VCU.

Firm should provide detailed information regarding capabilities of integrating with Online Booking Tool. Which Online Booking Tools can or cannot be integrated with your TEMT solution? Provide detailed information regarding the technology support required from VCU for integration. Provide detailed information regarding the technology support required from the OBT provider for integration. Provide detailed information regarding capability to provide an OBT

as part of this contract. **Provide detailed information regarding any limitations with integrating with Online Booking Tools.**

4. Integration with Payment System:

The TEMT solution should seamlessly integrate with the SunGard Banner payment system. VCU prefers that integration in Banner be two-way, which would allow for current, real-time indices and accounts to populate into the tool.

Firm should provide detailed information regarding capabilities of integrating with SunGard Banner. Provide detailed information regarding the technology support required from VCU for integration. Provide detailed information regarding any limitations with integrating with Banner.

5. Reporting:

TEMT should provide comprehensive, customizable reports to include:

a) Reports generated for various levels (user, approver, department head, Procurement Services).
b) Reimbursements for specified time periods by expense category, traveler, department, budget code.
c) Ability to schedule automatic report distribution.
d) Any reports the Contractor feels would be of use in evaluating University travel patterns or spend.
e) Any other report that would add value to VCU.

Firm should provide detailed information regarding proposed TEMT reporting capabilities, including, but not limited to, those listed above.

6. General Data Standard Requirements:

a) TEMT solution must meet the following VCU data standards: http://www.ts.vcu.edu/kb/mc-docs/standard-business-associates-contracted-sites.pdf. Copies of data standard reports must be provided to VCU.

b) TEMT solution must have a secure log-in process. VCU prefers that the TEMT solution to be accessed through Central

Authentication Service (CAS) or Shibboleth architecture for identity (ID) management.

Firm should provide detailed information regarding proposed TEMT compliance with VCU's data standards. Provide detailed information regarding the log-in process. Provide detailed information regarding the ability for the TEMT to be accessed through Central Authentication Service (CAS) or Shibboleth architecture. Provide any additional information regarding the TEMT's data standards. Please include copies of the data standard reports as part of your proposal submission.

7. Implementation and Training Services:

Contractor should provide implementation services for the TEMT upon of award of contract. Services should include, but not be limited to: organized roll-out plan, orientation and training for VCU Procurement Services, orientation and training for users, etc.

Firm should provide detailed information regarding the implementation services and training. Please include a timeline for implementation from date of contract award.

8. On-Going Training Services:

During contract period, Contractor should provide web-based or by phone on-demand training and/or problem resolution for all users.

Firm should provide detailed information regarding on-going training services provided.

9. Customer Service:

A high level of customer service is expected from the Contractor for the University. Contractor should:

a) Provide customer service through a combination of call center and online support.
b) Maintain regular business hours between 8:00 a.m. and 5:30 p.m., Monday through Friday.
c) Notify Procurement Services of any potential updates to TEMT solution that may cause changes, disruptions, or downtime.

(1)   Every effort should be made to give sufficient advance notice to the University.

(2)   When possible, updates should be coordinated so as to not interfere with critical processing times within the University, as communicated to the Contractor.

d)   Provide effective procedures for complaint resolution.

e)   Any other items that are deemed to be of importance by the Contractor to be communicated for effective and efficient customer service.

Firm should provide detailed information regarding customer service.

10.   Firm Representation/Account Management:

The Contractor should assign one or more representative(s) to VCU's account at the management level. These representative(s) should:

a)   Coordinate implementation.

b)   Meet with VCU Procurement Services as requested.

c)   Coordinate with VCU Procurement Services representatives for necessary upgrades/improvements to the TEMT solution.

Firm should provide detailed information regarding firm representation/account management services.

11.   Contract Document:

Upon conclusion of negotiations, the Offeror selected for award should prepare a clear, concise contract document for signature by both parties that includes: description of services/goods to be provided, pricing, and VCU Special Terms & Conditions as negotiated, and incorporation of VCU General Terms and Conditions by reference. Offeror should also provide one (1) unsecured, electronic copy of the contract document including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. The contract document may be posted on the Procurement Services website. VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format.

Firm should acknowledge compliance with this directive.

12. Additional Information:

Firm should provide any additional information to providing goods/services not addressed in responses above.

13. Experience and Qualifications of Firm:

Firm should provide:

a) *List of three references for whom similar services were provided, preferably of public institutions of higher education or a similar sized organization;*

b) *Provide a list of institutions of higher education with which the firm has a signed term contract.*

c) *Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: http://www.vcu.edu/procurement/purchasing/contracts/aboutv ascupp.html.*

14. Other related goods/services:

Describe other related goods and/or services provided by your firm besides a TEMT solution. Provide information to demonstrate how these goods and/or services could benefit the institution and include the associated pricing for the term of the contract. Provide information to address how newly introduced products and services would be offered and included in the contract. Include information on your ability to provide most favored nations pricing.

15. Sustainability:

Please provide information to demonstrate the overall environmental impact of your proposed approach. Include information on your recommendations to reduce the environmental impact and create efficiencies.

16. Small, Women-Owned and Minority-Owned Business Commitment:

Firm must submit complete Appendix I which is available at http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Li nk_Appendix_1.pdf unless the firm is a DMBE certified small

business. DMBE certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

17. Payment:

   Firm must submit complete Appendix II which is available at: http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Li nk_Appendix_2.pdf

18. Price Schedule:

   Firm should provide pricing for:

   a) Service fees:

      (1) Monthly, quarterly, or annual fixed fee.
      (2) By estimated monthly, quarterly, and/or annual volume.
      (3) Per transaction (with proposed method for charging back to individual departments).
      (4) Any other model as proposed by Offeror.

   b) License or implementation fee, if applicable.

   c) Reporting capabilities, if applicable.

   d) Implementation services, if applicable.

   e) On-going training, if applicable.

   f) TEMT customization, if applicable.

   g) Maintenance services, if applicable.

   h) Any additional costs not include above.

B. Proposal Submission Instructions:

   1. Complete and return of page1 of the RFP. Proposals shall be signed by an authorized representative of the Offeror.

   2. Complete and return signed addenda acknowledgments (if applicable).

3.   Submit one (1) original hard copy (paper) document of the entire proposal, including all attachments and proprietary information. The original proposal must be clearly marked on the outside of the proposal. Submit one (1) unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and <u>EXCLUDING ANY PROPRIETARY INFORMATION</u>. This disc or flash drive must be clearly marked on the outside that it excludes proprietary information.

4.   Submit fourteen (14) unsecured electronic copies (on a disc or flash drive) of the entire proposal, including all attachments and proprietary information.

5.   If applicable, the outside of the proposal must be marked to denote proprietary information is contained in the documents. ***<u>Written notice of proprietary information must be submitted as the first page of the Offeror's proposal.</u>*** Notice must specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected and state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. <u>The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.</u>

6.   Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

7.   Additional information is available at:
http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Additional_Information.pdf

VIII.   ORAL PRESENTATION:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to VCU. VCU will schedule the time and location of these presentations. Oral presentations are an option and may or may not be conducted. Upon request by VCU, Offeror should provide designated VCU users with a guest log-in or ability to test the TEMT tool prior to award.

IX.   EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's proposal using the following criteria: Offeror's qualifications and experience; methodology/approach to providing the requirements stated herein; price; and the Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DMBE certified SWaM Businesses in the Offeror's performance of the contract. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The Institution may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Governing Rules Section 49.D) Should the Institution determine in writing and in its sole discretion that only one Offeror has made the best proposal, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at http://www.eva.virginia.gov.

X.   INVOICING:

The Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions. Contractor agrees to the electronic invoicing requirements.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu

XI.   GENERAL TERMS AND CONDITIONS:

General Terms and Conditions can be viewed at:
http://www.vcu.edu/procurement/vendors/purchasing.html#terms

XII.   SPECIAL TERMS AND CONDITIONS:

A.   ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B.   AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

C.   PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

D.   CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

E.   WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth

by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.

F.   GRAMM-LEACH-BLILEY ACT: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

G.   RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for (three years)/(one successive three year period) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.

1.   If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2.   If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/ decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

H.   TITLE OF SOFTWARE: By submitting a proposal, the Offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

I. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

J. LIMITATION OF USE: The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunctions, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs and materials at the Commonwealth's; risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the contractor's sole remedy shall be to pursue a monetary claim in accordance with Section 2.2-4363 of the *Code of Virginia*.

K. QUALIFIED REPAIR PERSONNEL: All warranty, maintenance and hosting services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.

L. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU references, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

M. TERM OF SOFTWARE LICENSE: If the software license(s) identified in the proposal is purchased on a perpetual basis, the license shall continue in perpetuity. However, the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired

license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.

N.   NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

1.   Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

2.   The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

3.   Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

4.   The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a

validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

WHEN USED: In all contracts for the procurement of electronic information processing hardware and software, including telecommunications. The head of the using agency may, with respect to nonvisual access software or peripheral devices, approve the exclusion of this clause only to the extent that the cost of such software or devices for the using agency would increase the total cost of the procurement by more than five percent. All exclusions of this clause from any contract must be reported to the Secretary of Technology not later than 30 days after the close of the fiscal year in which the contract was awarded.

O. CONFIDENTIALITY: The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with Section 34 F of The Governing Rules. All trade secret or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

DATE: March 8, 2012

ADDENDUM NO.:   1 TO ALL OFFERORS

REFERENCE: Request for Proposals: No. 4830627-BM

                   Commodity/Title: Travel and Expense Management Tool

                   Issue Date: February 24, 2012

                   Proposals Due: March 23, 2012 @ 11:00 AM local time

The above is hereby changed as follows:

1. Reference Section VI. Background: The following information is added in italics:

   VCU intends to utilize the TEMT as the preferred method for processing travel
   and personal expense reimbursements and intends to utilize the TEMT for expense
   reporting. *Additionally, VCU intends to utilize the TEMT for travel advance processing.
   It is expected that the TEMT will include a solution for travel advance reconciliation, as
   applicable.*

2. Reference Section VII. "Description of Requested Goods/Services and Proposal
   Response Requirements and Submission Instructions", No. 18. "Price Schedule, a)
   Service Fees": The following information is added in italics:

   *In regards to Service Fees, VCU prefers that Offerors propose fees based on a
   monthly, quarterly, or annual fixed fee with unlimited quantity. However, other
   pricing models will be considered.*

3. The following are questions received by potential Offerors and VCU Procurement's
   response to each question (in italics):

   A. You indicate 19,000 expense vouchers submitted annually. On average, how many
      unique monthly submitters generate the 19,000 vouchers? (i.e. 395 employees could
      submit one expense voucher per week to achieve 19,000 annually or 9,500 employees
      could submit two expense vouchers per year to achieve 19,000).

      *VCU has not tracked this information so we are unable provide this figure. VCU prefers
      that pricing not be based on number of users since the determination of how many
      people have access to the system is made at the department level.*

B. Describe current issues around receipt duplicate submissions.

Current VCU Travel Policy requires original receipts to be submitted with the reimbursement paperwork to prevent duplication of submissions. VCU requests that the Offerors provide a receipt submission solution that will prevent duplicate receipt submissions.

C. Are you currently receiving any electronic receipts from vendors?

No.

D. Does your OBT push receipts to VCU or your travelers?

VCU has not awarded a contract for an OBT. VCU will inquire about this functionality during the evaluation process of the OBT. Offerors should indicate in their response how the TEMT solution would work with receipts pushed from the OBT.

E. Do your travelers utilize ImageNow? Would you be open to utilizing our receipt imaging process instead?

Currently, travelers do not utilize ImageNow. VCU is willing to consider any proposed solution.

F. Who has access to the Procurement Services website? Anyone who works at each of the applicable institutions or just the procurement team?

The Procurement Services website is public. Currently, a project is underway for re-design of the site, and the new design will likely include password protected pages for VCU employees. Anticipated site launch date is July 1, 2012.

G. Will University employees, students with reimbursable expenses and non-employees, who are authorized to travel, all have access to the TEMT?

Access will likely only be granted to employees. Each department will decide if individual travelers will be granted access to process their own reimbursements, or if there will be "delegates" within each department doing so on behalf of the travelers. Students and non-employees will likely not be granted access.

The tool should have the functionality for a "delegate" to complete a reimbursement on behalf of another employee, student, or non-employee. All travelers must certify that expenses incurred are for official business purpose. This process may be done externally or within the system. Offerors should propose how certification by the traveler can be done if a "delegate" is processing the reimbursement.

H. Would schools or departments potentially want to change their policy rules to impose greater control? If so, how many would this realistically apply to?

Departments may further restrict VCU Travel Policy. We do not know how many departments choose to do this or to what extent.

The TEMT should, at a minimum, be customized with VCU Travel Policy. Offerors may propose a TEMT solution that can be customized further to include internal department policies.

I. Regarding travel requests, travel planning and travel authorization - would these approvals occur within the TEMT, or within your Travel Booking Tool?

Travel authorizations are required prior to travel. Ideally, travel authorizations will be granted through the OBT, but if the OBT does not have this capability, then some sort of travel authorization process will occur prior to travel booking. Expense reimbursement vouchers require supervisor's approval. VCU desires that the TEMT tool have this capability.

J. Allocation to index(s) and account(s) are mentioned. What other allocations might exist? (e.g. grants?)

Grants would be assigned an index code. An index code is assigned to any source of funding within the University (e.g. state, auxiliary, grant, local funds).

K. Is it your vision to have all voucher types (e.g. Travel & Food, Meals and Incidental Travel Expense, Travel Advances, etc.) reside within the TEMT?

Yes.

L. Is it your vision to have all related expenses for a trip (e.g. travel advance, travel card, personal card, cash, etc.) on the same expense report?

All reimbursable expenses should be on the same expense report no matter the method(s) of payment used.

Vendors may propose a TEMT solution that can show all expenses, including those that are paid by the Agency Travel Card or direct-billed, in addition to the reimbursable expenses, on the same expense report.

M. What company is used for the Agency Travel Card, VCU Travel Card, and VCU Purchasing Card programs?

Currently, Bank of America Visa.

N. How many employees does VCU have?

Information regarding the employee count at VCU is available at:
http://www.opds.vcu.edu/documents/employee200211count.pdf

Additional facts and figures about VCU are available at:
http://www.opds.vcu.edu/facts.html

O. How many departments does VCU have?

For administration purposes, 276 unique department names have been identified in VCU's Banner Operational Data Store (ODS).

P. How many users will need to be trained?

Offerors should propose all training services available, including the options for providing training for Procurement Services and/or all VCU users.

Q. What is the timeline for implementation?

VCU intends to award a contract by June 1, 2012. Offerors should propose a detailed timeline for implementation to include the time needed for systems integration/testing and training prior to start of services.

R. Will the TEMT be hosted on VCU's server?

Offerors should identify which approach(es) they can offer, and describe in detail how the tool would be integrated with VCU's identify/authentication system and Banner (and the OBT, if applicable).

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Sincerely,

Benjamin Miller
Senior Buyer

Phone: (804) 828-0889
Email: bbmiller@vcu.edu

Name of Firm

Signature/Title

Date

DATE: March 8, 2012

ADDENDUM NO.:   2 TO ALL OFFERORS

REFERENCE: Request for Proposals: No. 4830627-BM

                  Commodity/Title: Travel and Expense Management Tool

                  Issue Date: February 24, 2012

                  Proposals Due: March 23, 2012 @ 11:00 AM local time

The above is hereby changed as follows:

Several of the website links contained within the original solicitation do not direct to the proper web pages. The following links do work correctly and may be used to access the required information.

1. Page # 3

Link under I. PURPOSE:

http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Cooperative_Procurement.pdf

Link under III. THE UNIVERSITY:

http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_The_University.pdf

Link under IV. REPORTING AND DELIVERY REQUIREMENTS:

http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Reporting_Delivery_Requirements.pdf

2. Page # 12

Link under #13. c):

http://www.vcu.edu/procurement/purchasing/contracts/aboutvascupp.html

Link under #16.:

http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Appendix_1.pdf

3. Page # 13

Link under # 17.:

http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Appendix_2.pdf

4. Page # 14

Link under # 7.:

http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Additional_Information.pdf

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature on this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Sincerely,

Ballner

Benjamin Miller
Senior Buyer

Phone: (804) 828-0889
Email: bbmiller@vcu.edu

_____
Name of Firm

_____
Signature/Title

_____
Date

CHROMERIVER

Chrome River EXPENSE
Virginia Commonwealth University
RFP No: 4830627

RFP Title: Travel and Expense Management Tool

Due: March 23rd, 2012

CONTENTS

Executive Summary

Chrome River is a very unique provider within the world of expense management. Our Chrome River EXPENSE solution is built upon 26 years of experience in developing global financial systems, combined with the very best available internet technologies. The result is a solution that offers unprecedented ease-of-use, tremendous flexibility and configurability, with exceptional management reporting. It is very common for our customers to look at 15 or more solutions and quickly deduce that none of them look like, or work like Chrome River.

The Chrome River story dates back to 1986, when Harvey and Alan Rich launched Elite Information Group, one of the earliest technology companies to embrace Software-as-a-Service (called "time sharing" back then). As CEO of Elite, Alan grew the company to become one the most respected specialty financial platforms (time, billing, expense, AP, AR, GL) in the industry, with hundreds of global customers and over 600 employees. In 2003, Thomson Reuters acquired Elite Information Group and rebranded the company as Thomson Elite as it is still known today. In 2007, Harvey, Alan, Dave Terry, Anne Becknell and other key members of our senior management team launched Chrome River as their next great endeavor – bringing significant experience in global financial systems deployment with them.

Today, Chrome River has grown to offer a "Cost Control Suite" that includes Expense Reporting (EXPENSE), Accounts Payable Invoicing (iNVOICE), Business Intelligence Reporting (ANALYTICS) and Post Payment Audit (AUDIT). We also offer an Invoice Scanning and Data Capture solution (CAPTURE) and an ACH Direct Deposit solution (DIRECT PAY) through partnerships with leading providers. Chrome River currently has more than 140 customers across many different industries, with over 120,000 users of our product suite.

The advantages that Chrome River offers over other providers can be simplified as follows:

- An exceptional user interface that is easy-to-use to the point of being obvious

- A highly configurable Rules Engine that offers infinitely flexible policy control and approvals

- Advanced reporting with dashboards, highly configurable standard reports and a report writer

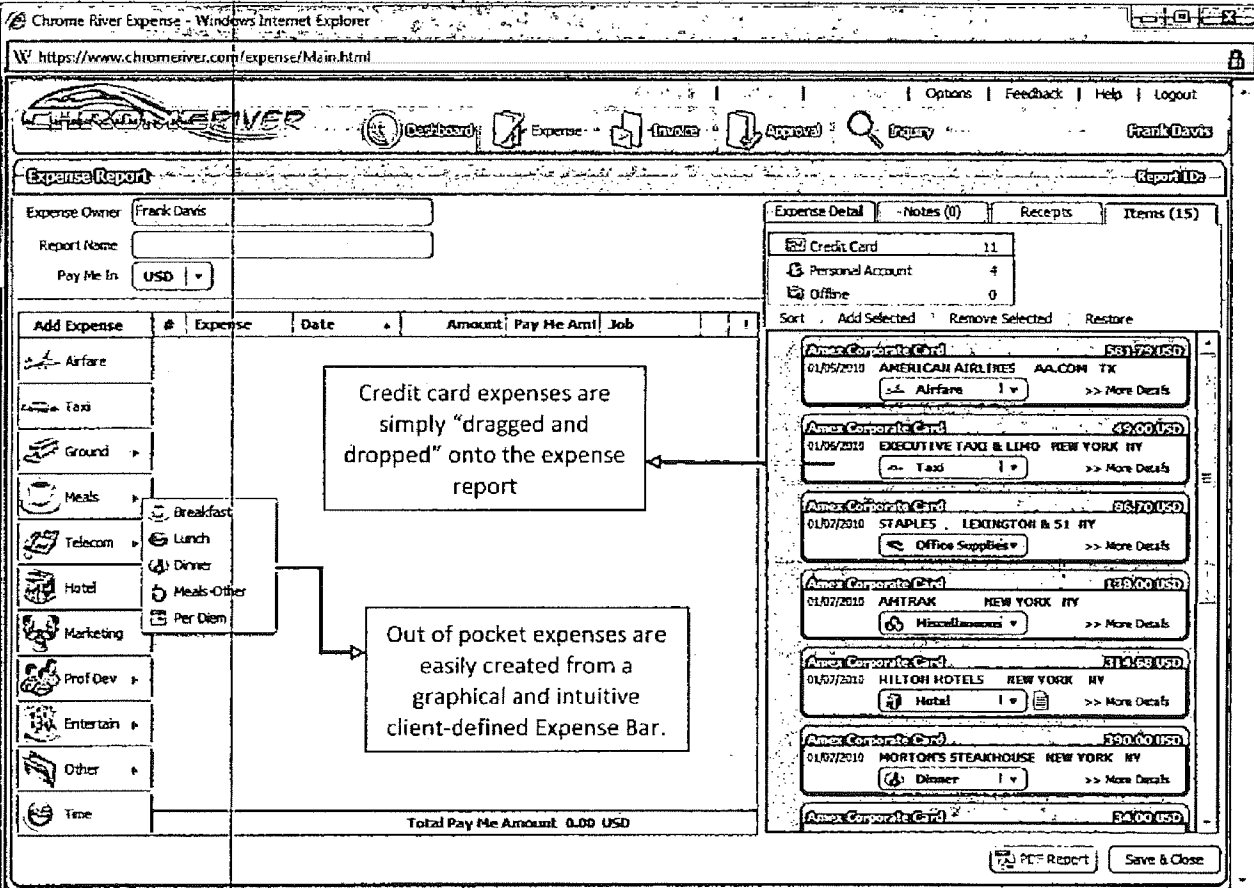- Tremendous value: A Cadillac solution at a Chevy price

Chrome River has rapidly built a loyal following by offering a world-class solution, supported by exceptional customer service. During our time in business we have never lost a customer, and referral from our customer base is one of our best sources of new business. If VCU is ever dissatisfied with the Chrome River service – they are free to leave at any time. We require no long term contracts as a way to stay focused on ensuring the highest levels of customer satisfaction. It would be an honor to work with the VCU organization and our promise is to provide our very best effort in every interaction with your organization. Thank you for the opportunity to participate in your RFP process, and we look forward to your feedback on our proposal.
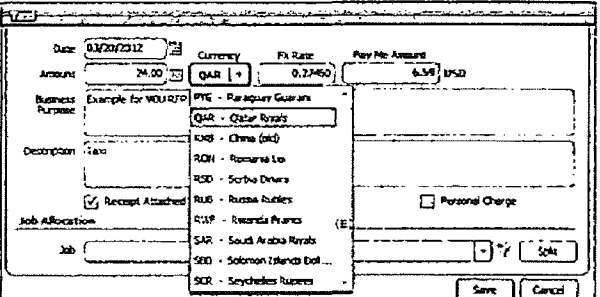
Respectfully Submitted,

Frank A. Davis, Jr.
Director, Business Development
frank.davis@chromeriver.com

Section 1 – TEMT Features and Functionalities:

The Contractor should provide a robust TEMT solution with the following features/functionalities:

#	Question or Statement Request	Response
A.	Easy-to-use navigation tools and screens.	YES, Chrome River was designed using the latest available Rich Internet Architecture, with intuitive ease-of-use in mind. Chrome River is extremely graphical, requires little scrolling and very few "clicks." Much of the information on an expense report can default from the Users profile, or their first expense entry to greatly reduce the amount of data entry required by the user. (See screen capture immediately below)

Credit card expenses are simply "dragged and dropped" onto the expense report

Out of pocket expenses are easily created from a graphical and intuitive client-defined Expense Bar.

#	Question or Statement Request	Response
B.	Ability to incorporate drop down boxes, check boxes, radio buttons, mouse-over tips, pop-ups, links and/or online assistance that would provide help to the user as needed.	YES, Chrome River is highly configurable and employs on-screen "widgets" such as drop down menus, check boxes, radio buttons and includes mouse-over capabilities. Chrome River has a full "Help and Tutorials" section of the user Dashboard screen that contains graphical, succinctly written documents to assist the user.

C.	Ability to configure features to conditionally apply policies, procedures, and rules (example: Rules engine should be able to apply complex "if, then, else" logic).	YES, At the heart of Chrome River is a powerful Business Rules Engine that uses conditional "if-then-else" logic to conditionally apply expense policies/procedures, approval routing rules, tax rules and security rules.
D.	Ability to make fields mandatory or optional.	YES. Taking this concept a step further, by using the same conditional logic mentioned in C. above, if a field is required it appears on screen. If it is not required, it disappears from the screen. We have found this eliminates clutter and greatly improves the user experience.
E.	Customization with VCU Policy, including various allowances based on funding source.	YES. The Chrome River will apply conditional logic to the VCU policy compliance rules based on the allocation selection (funding source).
F. ·	Incorporation of policy per diem rates for meals, incidentals, and lodging so that correct per diem rates are automatically pulled in based on city or zip code entered. Additionally: (1) Ability to identify prepaid/provided meals (ex: breakfast provided for at hotel) and reduce per diem automatically; (2) Ability to calculate full per diem vs. reduced per diem for travel days; (3) Ability to recognize appropriate per diem for date of travel (per diem may change between travel dates and reimbursement date).	YES, Chrome River supports both full per diem functionality and pre-paid expenses. This will require expense entry screens to display a "location" field and a field that allows the user to specify full day versus partial day travel. Per diem calculations are always based on the date traveled in the event that the per diem rate changes in the future.
G.	Incorporation of automatic mapping features to calculate mileage (e.g. MapQuest) given specific addresses.	YES, Chrome River includes an API to MapQuest that allows the user to specify a Starting Address and Ending Address. They can check "Round Trip" or leave unchecked for a one-way trip. Upon mileage calculation, a link to a map within MapQuest will also appear for the user and (later) approvers to review.
H.	Incorporation of a currency converter. Additionally: (1) Ability to convert all major currencies found on Oanda.com to include, but not limited to, Qatar Riyal; (2) Ability to convert for the day of payment (not the day being entered into TEMT solution).	YES, Chrome River includes a currency converter which pulls currency conversion rates from www.xe.com. We can also use the Oanda.com rates if preferred and support Qatar Riyals.

I.	Ability for user to enter information or comments that are applicable to the entire document or just to certain expenses. For example, the user should be able to enter a business purpose or any notes about an expense.	YES, Chrome River allows users to enter "Notes" at the Report level, or at the Item level. Chrome River also provides a separate Business Purpose field, since this is an important part of an IRS accountable plan.
J.	Identification or "flagging" of expenses that are out of VCU Policy based on configurable rules. Additionally, a systematic block that will not allow a user to proceed with certain non-allowable expenses (ex: charging in-room movies at hotels).	YES, Chrome River will "flag" non-compliant expenses based on configurable rules. A "compliance warning" is a soft stop, where the user is prompted to provide additional information and the approver(s) can make a business decision whether to Approve, Adjust, Return (for discussion) or Return (rejected). A "compliance violation" is a hard stop that will not allow the user to submit the item for reimbursement if it is cash, personal card, or personal liability company card. If the item is on a company liability company card it will require them to mark it as personal, which will then deduct the amount from their next available reimbursement.
K.	Electronically routed, multi-level approval system. Additionally: (1) Identification of areas in the reimbursements on which an approver must make approval determinations; (2) Assignment of delegates for approval roles for specified time periods; (3) Ability to escalate the approval to another level if the approval does not occur timely; (4) Email reminders to be sent to approvers alerting if outstanding reports that require action.	YES, the same Business Rules Engine that governs policy compliance is also used to manage conditional approval routes. This approach allows for tremendous flexibility in how items, or entire expense reports are routed for approval. Items can be routed based on unique attributes (example: based on funding source) and entire reports can be kept together. Routes can be serial, parallel or group in nature. Proxy approvals are supported, where users can turn on/off their proxy approval delegation, they can specify start and end dates for proxy approval delegation, in addition to selecting the individual to act as their proxy approver. Chrome River has a robust messaging and reminders capability. Approvals will receive an email, and can approve expenses from the e-mail itself, their PDA, or from within Chrome River. They can be reminded to perform their approval, and an Administrator can assign another approver or escalate the approval if need be. Philosophically we don't agree with auto-escalation, otherwise approvers may just opt to wait since they know that someone else will be automatically assigned. We prefer to give them the tools (email, PDA or browser approvals) and reminders as a way to encourage participation.
L.	Pre-population with OBT transactions, etc.	YES, Chrome River can import transactions from Online Booking Tools which can then be "dragged and dropped" onto the appropriate expense report(s). Our partner for OBT is GetThere - however; Chrome River can work with almost any Travel Agent or Online Booking Tool.
M.	Identification of non-reimbursable or pre-paid expenses.	YES, Chrome River supports both non-reimbursable and pre-paid expenses. A common example of this would be a company liability corporate card. These transactions are imported into Chrome River on a nightly basis and can be easily added to reports. However, the expenses show up as company pre-paid, with a reimbursement amount to the employee of $0.
N.	Ability to allocate charges to certain cost center(s).	YES, Chrome River offers an innovative and powerful "Allocation Selector" that provides users with an easy and efficient method to allocate expenses to GL accounts/cost centers, projects, funding sources, grants, etc. This functionality operates as a Google-like predictive search, where the user simply begins to type the beginning of the number, name or description of the allocation they are planning to use.
O.	Extensive notification/monitoring system to include:	YES to all. Chrome River has numerous e-mail notifications, some of which each user can "subscribe" to as part of their Preferences, depending on the

		(1) Notification to the user and the owner of the cost center when payment is issued. (2) Notification to the user if approval is denied, with details as to denial reasons (3) Ability to monitor the status of any requested reimbursement.	amount of touch points they like to have with Chrome River. In addition, Chrome River has "tracking", which allows users to monitor the progress of their expenses as they are in-process within approval workflow, and "Inquiry" reports, which allow the users to perform queries on their expenses. These three concepts working together provide proactive notification and the ability to fully investigate.
P.		A delegate to access the system to complete a reimbursement voucher on behalf of another user.	YES, Chrome River is a full delegate system. Users can be assigned to assist others as their Delegate and/or have others assigned to assist them. The Delegates login as themselves and then "Switch User" to the person they are supporting (the "Expense Owner). All business rules follow those assigned to the Expense Owner, and once the Delegate has completed preparing the report, it is first routed to the Expense Owner for review. Upon Expense Owner approval, the expenses then follow the conditional approval routing that applies to the Expense Owner.
Q.		Ability to handle the issue and payback of funds for travel advances.	YES, Chrome River supports travel advances that can be brought in directly from the Banner system. Chrome River maintains a "Cash Advance Balance" as expenses are added to the expense report(s). Chrome River will also age the cash advance balance, and can facilitate repayment of outstanding balance as an offsetting negative reimbursement, or by the employee returning cash/check to VCU.
R.		Editable maintenance tables where attributes can be maintained independently by VCU.	YES, VCU has the ability to maintain many elements of the Chrome River system. As a general rule of thumb, "screen objects" such as the Expense Bar and Expense Entry Screens are maintained by Chrome River (at no additional cost). Business Rules can be maintained by VCU or by Chrome River (at no additional charge). Imports/Exports would be maintained in cooperation by Chrome River and VCU.
S.		Retention periods for travel and expense data that aligns with IRS and University regulations.	YES, Chrome River will retain all data for as long as VCU remains a customer. From there, all data can be sent to VCU on CD or other appropriate physical media.
T.		Any other features/functionalities that would add value to VCU.	The combination of Chrome River's user interface and Business Rules Engine set it apart from all others. The user experience is very concise, with few screens and almost no scrolling. Fields appear when required, and disappear when not required. Policy rules and approval routes are applied using conditional logic, which allows for almost unlimited combinations that are easily maintained. Chrome River offers additional modules that may be of interest to VCU (INVOICE, AUDIT, DIRECT PAY, CAPTURE) that are discussed later in this RFP submission.

Section 2 – Receipt Imaging and Submission

Current VCU Policy requires original receipt documentation for most expenses over $25. Original receipt documentation is necessary to ensure that reimbursement requests are not submitted multiple times. **Firm should provide a receipt submission solution that addresses this concern. Propose how the TEMT would work with this requirement or propose an alternate receipt submission method for VCU's consideration that would prevent duplicate submissions. VCU currently uses ImageNow as a scanning system to aid in invoice processing. Could ImageNow be utilized in any capacity for receipt submission? Can receipts be transmitted electronically by vendor (hotel, vehicle rental company, etc.) or obtained electronically from OBT transactions through proposed TEMT?**

Chrome River provides an environment for efficient receipt submission that provides the user with choices based on their available technology and personal preferences. Receipt submission choices include:

- Phone/PDA camera and e-mail (any device with a camera and email)
- iPhone/iPad camera and App
- Scan and attach
- Fax
- E-mail

Regarding "original" receipts, according to IRS ruling Rev. Proc. 97-22, the IRS allows one to "prepare, record, transfer, index, store, preserve, retrieve, and reproduce books and records by either electronically imaging hard copy documents to an electronic storage media, or transferring computerized books and records to an electronic storage media that allows them to be viewed or reproduced without using the original program." In other words, the electronic copies stored in Chrome River are considered originals by the IRS. However, some of our clients still like to have the original receipts mailed to their Accounting department for long term physical storage, although we view this as an unnecessary business expense. Chrome River will retain all data and receipts for an indefinite retention period, as long as VCU maintains an active subscription to Chrome River EXPENSE.

In terms of duplicate checking, Chrome River provides duplicate expense checks within the same expense report, and across expense reports and users. This is handled through a combination of real-time on-screen validation, and management reporting used to identify possible duplicates that require further investigation.

Section 3 – Integration with Online Booking Tool

The TEMT solution should seamlessly integrate with any potential Online Booking Tool chosen by VCU.
Firm should provide detailed information regarding capabilities of integrating with Online Booking Tool. Which Online Booking Tools can or cannot be integrated with your TEMT solution? Provide detailed information regarding the technology support required from VCU for integration. Provide detailed information regarding the technology support required from the OBT provider for integration. Provide detailed information regarding capability to provide an OBT

The short answer to this question is that Chrome River can import data from any Travel Agent or Online Booking Tool, with the possible exception of Concur / Cliqbook due to the competitive nature of our expense management products. Upon import, booked travel transactions are available as an "Expense Item" (see screen shot above) which can then be dragged and dropped onto an expense report.

Our preferred partner for OBT integration is GetThere, and the screen shot above reflects our GetThere integration. Booked travel transactions and paid credit card items can be matched and "merged" by the system, and any variance between the booked and actual expense can be explained and recorded.

Most of the effort in this integration is borne by Chrome River and the OBT provider. However, it is difficult to provide specific level of effort estimates until the OBT provider is selected by VCU.

Section 4 – Integration with Payment System

The TEMT solution should seamlessly integrate with the SunGard Banner payment system. VCU prefers that integration in Banner be two-way, which would allow for current, real-time indices and accounts to populate into the tool.
Firm should provide detailed information regarding capabilities of integrating with SunGard Banner. Provide detailed information regarding the technology support required from VCU for integration. Provide detailed information regarding any limitations with integrating with Banner.

Chrome River can integrate with any Financial System based on the framework illustrated below. Typically, data elements such as People (users), GL Accounts/Cost Centers, Project, Grants, Funding Source, Indexes, Clients, etc. are imported from the financial system on a nightly basis. Conversely, information such as approved expense vouchers and billable expenses

are exported from Chrome River on a nightly
basis. These are scheduled imports and exports that could occur many times per day, but they are not "real-time" as cited
above. Given the business process we support (expense reports) our experience is that real-time integration is not required
and adds an unnecessary layer of complexity.

Payment of expenses can be made through AP within Banner, or by sending approved expenses to a payroll provider.
Chrome River also offers a DIRECT PAY module, which is ACH Direct Deposit provided through partnership with Bank of
America.
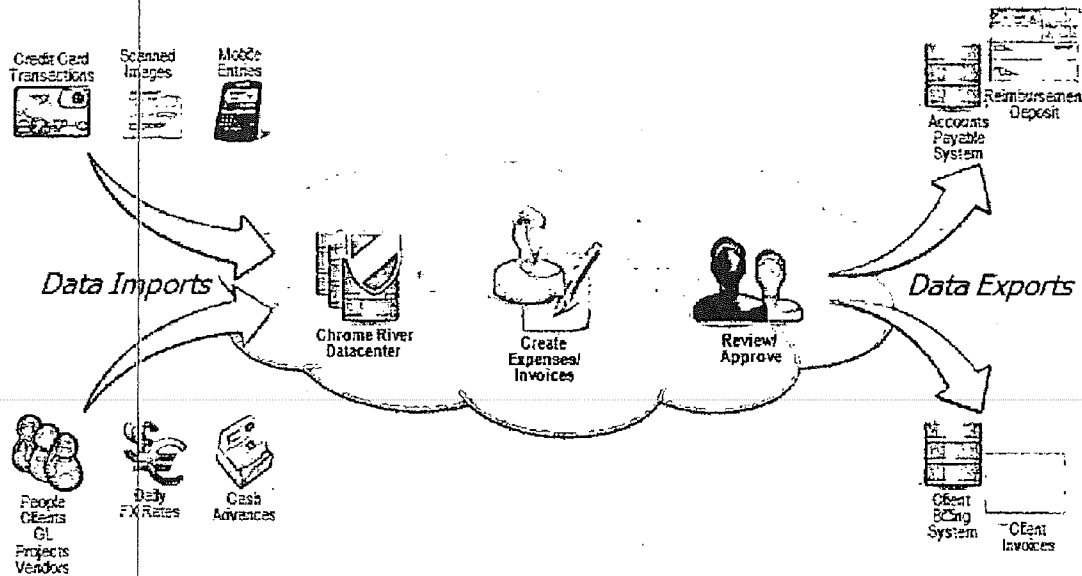
Section 5 – Reporting

TEMT should provide comprehensive, customizable reports to include:

a) Reports generated for various levels (user, approver, department
head, Procurement Services).
b) Reimbursements for specified time periods by expense category,
traveler, department, budget code.
c) Ability to schedule automatic report distribution.
d) Any reports the Contractor feels would be of use in evaluating
University travel patterns or spend.
e) Any other report that would add value to VCU.
Firm should provide detailed information regarding proposed TEMT reporting capabilities, including, but not limited to,
those listed above.

Chrome River provides an extremely robust ANALYTICS capability that is achieved by integrating the Information Builders
business intelligence platform into Chrome River Expense.

This capability provides 3 layers of reporting:

1. Dashboard
2. Standard Reports - Highly configurable
3. Ad-Hoc Reporting - Report writer with access to all data objects

The lion's share of most reporting needs can be addressed through our Standard Reports, which operate in the following manner:

1. Choose the type of report
2. Select what columns of data you require
3. Select the order that those columns should appear in
4. Select and predefined Filtering and Grouping
5. Export to a static (HTML, PDF) or dynamic (Excel, Active HTML) format

If the reports are exported to Active HTML, the analyst can easily perform many advanced operations against the data, such as Sorting, Filtering, Calculations, Roll-ups, Pivot Tables, Visualizations, Grid Tool, along with Graphical output and Export. Please refer to the screen shots below.

Expense Analysis

Report ID	Date	Expense Owner	Office Name	Expense	Amount Spent
010000270228	02/26/2010	Adler, Zachary	Los Angeles	Airfare	1,000.
010000270228	02/26/2010	Adler, Zachary	Los Angeles	Lodging	1,000.
010000270228	02/26/2010	Adler, Zachary	Los Angeles	Breakfast	50.
010000269770	02/25/2010	Adler, Zachary	Los Angeles	Mileage	14.
010000268442	02/25/2010	Adler, Zachary	Los Angeles	Airfare	454.
010000268442	02/25/2010	Adler, Zachary	Los Angeles	Taxi	45.
010000268442	02/25/2010	Adler, Zachary	Los Angeles	Mileage	32.
010000268442	02/25/2010	Adler, Zachary	Los Angeles	Lodging	100.
010000268442	02/25/2010	Adler, Zachary	Los Angeles	Breakfast	7.
010000268442	02/25/2010	Adler, Zachary	Los Angeles	Internet	26.
010000267149	02/24/2010	Adler, Zachary	Los Angeles	Copies	15.
010000269950	02/26/2010	Adler, Zachary	Los Angeles	Airfare	700.
010000269950	02/26/2010	Adler, Zachary	Los Angeles	Lodging	750.
010000269950	02/26/2010	Adler, Zachary	Los Angeles	Dinner	44.
010000265244	02/08/2010	Adler, Zachary	Los Angeles	Airfare	825.
010000265244	02/08/2010	Adler, Zachary	Los Angeles	Taxi	76.
010000265244	02/12/2010	Adler, Zachary	Los Angeles	Taxi	54.
010000265244	02/12/2010	Adler, Zachary	Los Angeles	Mileage	50.
010000265244	02/09/2010	Adler, Zachary	Los Angeles	Breakfast	7.50
010000265244	02/10/2010	Adler, Zachary	Los Angeles	Breakfast	9.50
010000265244	02/11/2010	Adler, Zachary	Los Angeles	Breakfast	19.50
010000265244	02/11/2010	Adler, Zachary	Los Angeles	Dinner	35.00

Sort Ascending
Sort Descending
Filter ▶
Calculate ▶
Chart ▶
Rollup ▶
Pivot (Cross Tab) ▶
Visualize
Hide Column
Show Columns ▶
Grid Tool
Chart/Rollup Tool
Pivot Tool
Show Records ▶
Comments ▶
Save Changes
Export ▶
Print ▶
Window ▶
Restore Original

Done | Internet | Protected Mode: On   100%

Amount Spent BY Expense Owner

Amount Spent BY Expense Owner

Amount Spent	
1,000.00	View
1,000.00	View
50.00	View
14.04	View
454.00	View
45.00	View
32.17	View
100.00	View
7.50	View
26.50	View
15.00	View
700.00	View
750.00	View
44.00	View
825.00	View
76.00	View
54.00	View
50.90	View
7.50	View
9.50	View
19.50	View
35.00	View

Report ID	Date	Expense Owner	Office Name	Expense	Amount Spent	
010000265244	02/08/2010	Adler, Zachary	Los Angeles	Taxi	76.00	View
010000265244	02/12/2010	Adler, Zachary	Los Angeles	Taxi	54.00	View
010000265244	02/12/2010	Adler, Zachary	Los Angeles	Mileage	50.90	View
010000265244	02/09/2010	Adler, Zachary	Los Angeles	Breakfast	7.50	View
010000265244	02/10/2010	Adler, Zachary	Los Angeles	Breakfast	9.50	View
010000265244	02/11/2010	Adler, Zachary	Los Angeles	Breakfast	19.50	View
010000265244	02/11/2010	Adler, Zachary	Los Angeles	Dinner	35.00	View

Section 6 – General Data Standard Requirements

a) TEMT solution must meet the following VCU data standards:
http://www.ts.vcu.edu/kb/mc-docs/standard-business-associatescontracted-sites.pdf. Copies of data standard reports must be provided to VCU.
Yes, please refer to the attached Chrome River System Architecture & Security document.

b) TEMT solution must have a secure log-in process. VCU prefers that the TEMT solution to be accessed through Central Authentication Service (CAS) or Shibboleth architecture for identity (ID) management.
Chrome River supports both Username/Password login from the public internet, and Single Sign On authentication by leveraging Active Directory or SAML. It will be possible to leverage the existing VCU CAS server. Additional consulting fees may apply.
Firm should provide detailed information regarding proposed TEMT compliance with VCU's data standards. Provide detailed information regarding the log-in process. Provide detailed information regarding the ability for the TEMT to be accessed through Central Authentication Service (CAS) or Shibboleth architecture. Provide any additional information regarding the TEMT's data standards. Please include copies of the data standard reports as part of your proposal submission.

Section 7 – Implementation and Training Services

Contractor should provide implementation services for the TEMT upon of award of contract. Services should include, but not be limited to: organized roll-out plan, orientation and training for VCU Procurement Services, orientation and training for users, etc.
Firm should provide detailed information regarding the implementation services and training. Please include a timeline for implementation from date of contract award.

Unlike other providers, Chrome River will deliver a fully configured system to VCU that follows our Assured Services methodology. We have learned over the course of 26 years in doing business, that it is very difficult (if not impossible) for a member of the VCU team to be educated on expense management best practices and come up to speed on system administration while still attempting to perform their full-time job duties. Our approach provides the fastest implementation cycle time with the highest level of customer satisfaction.

Our Assured Services approach can be summarized as follows:

Assured Success Service Plan

General Project Management
- o Project status and update calls
- o. Data integration templates for: people, matters/projects, credit cards, and personal charges
- o Illustration of sample system screens, compliance and routing rules design options

Design and Deliver: Chrome River Expense Entry Configurations
- o Web or onsite meeting to demonstrate and review design
- o Build and deliver QA environment for customer testing
- o Provide two 1-hour Lead Group web training sessions

Design and Deliver: Chrome River Expense Compliance & Routing Rules
- o Provide web training on the operations of the Chrome River Rules Engine

- o Define roles and attributes for approval routing rules
- o Web meeting to demonstrate and review Compliance & Routing Rules

Administrative Tools Training
- o Configuration: People, Matter/Project, Entity and General Ledger Mapping
- o Routing: Inquiry, Move and Reset functions
- o Export: Data integration with customer financial system

Blueprint for Firm Rollout Plan
- o Training and communication plan
- o Roll-out plan

Typical Chrome River implementations require 8-9 weeks from the time a contract is executed until the first "go-live" event, which typically involves a pilot group. Major milestones include

Week 1:	Project Kickoff Call (Discovery)
Weeks 2-3:	Chrome River to configure prototype system
Week 4:	On-site Implementation Workshop (review and refine prototype)
Weeks 5-6:	Chrome River to complete system configuration and integration files
Weeks 7-8:	System testing by VCU
Week 9:	Pilot Go-Live

Section 8 – Implementation and Training Services

During contract period, Contractor should provide web-based or by phone on-demand training and/or problem resolution for all users.
Firm should provide detailed information regarding on-going training services provided.

Chrome River has been designed to be incredibly easy-to-use from both a technology and screen design perspective, to the point that most users find it "obvious" as to how the system works. That being said, we have found the use of a recorded WebEx end user demonstration to be an incredibly effective tool for ongoing training. A Chrome River demonstration specialist will record an overview of how to create, submit and approve an expense report. A link to this recording can be placed on the Welcome Panel of each users home page for easy access and viewing at any time. It is, and should be, just that simple.

Section 9 – Customer Service

A high level of customer service is expected from the Contractor for the University. Contractor should:

a) Provide customer service through a combination of call center and online support.
Chrome River provides phone based, e-mail based and web-based access to support. We typically recommend the use of our support portal, based on the automated incident routing and resolution tracking features provided therein.
b) Maintain regular business hours between 8:00 a.m. and 5:30 p.m., Monday through Friday.
Chrome River supports regular business hours from Monday through Friday and offers 24/7 support portal access. System uptime is managed 24/7/365.
c) Notify Procurement Services of any potential updates to TEMT solution that may cause changes, disruptions, or downtime.

Chrome River EXPENSE is available with
99.99% uptime or greater. Minor updates do not require the system to be taken offline. Major updates occur only every 6-8 weeks. VCU will receive advance notice (typically 2 weeks) and the system is taken offline for 2 hours on Saturday evening, typically between 7-9 pm Eastern to perform these updates.
(1) Every effort should be made to give sufficient advance notice to the University.
Yes, see above. Typically 2 weeks notice.
(2) When possible, updates should be coordinated so as to not interfere with critical processing times within the University, as communicated to the Contractor.
Yes, see above. Scheduled system downtime only occurs on Saturday evenings.
d) Provide effective procedures for complaint resolution.
Yes, Chrome River offers support procedures and a SLA for issue escalation.
e) Any other items that are deemed to be of importance by the
Contractor to be communicated for effective and efficient customer service.
Chrome River only employs senior level resources with a 4-year college degree in computer science as support and configuration specialists. Issues are addressed quickly, and can be escalated up quickly through Engineering if required to provide a prompt resolution.

Section 10 – Firm Representation/Account Management

The Contractor should assign one or more representative(s) to VCU's account at the management level. These representative(s) should:
a) Coordinate implementation.
Chrome River will assign a project team to the VCU implementation that will consist of a Project Manager, Configuration Specialist and Support/Integration specialist. All Project Managers report up to Anne Becknell, who is our SVP of Implementation Services. Anne is involved at a high-level with every new Chrome River customer and brings a wealth of knowledge to the table. Anne holds a degree in Finance, is a CPA and former Controller with more than 30 years of experience. All Chrome River project managers hold a 4-year degree and have at least 10 years of experience, including PMO certification.
b) Meet with VCU Procurement Services as requested.
VCU will continue to have an Account Manager assigned as a relationship manager moving forward. Currently this contact is Frank Davis, Director Business Development and we do not anticipate changing this relationship.
c) Coordinate with VCU Procurement Services representatives for necessary upgrades/improvements to the TEMT solution. This can be handled through Support, Account Management, or both. Typically the Account Manager will work with VCU Procurement Services to understand the business need and assemble the proper team from the Chrome River side to discuss the requirement.

Section 11 – Contract Document

Upon conclusion of negotiations, the Offeror selected for award should prepare a clear, concise contract document for signature by both parties that includes: description of services/goods to be provided, pricing, and VCU Special Terms & Conditions as negotiated, and incorporation of VCU General Terms and Conditions by reference. Offeror should also provide one (1) unsecured, electronic copy of the contract document including all attachments and EXCLUDING ANY PROPRIETARY INFORMATION. The contract document may be posted on the Procurement Services website. VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format.
Firm should acknowledge compliance with this directive.

A copy of our standard Agreement has been submitted as part of our overall RFP response.

Section 12 – Additional Information

*Firm should provide any additional information to providing
goods/services not addressed in responses above.*

It should be noted that Chrome River EXPENSE and ANALYTICS are elements of the Chrome River Cost Control Suite that includes other Accounts Payable Automation modules:

- EXPENSE - Expense report automation (included)
- INVOICE - Vendor invoice and check request automation
- ANALYTICS - Business Intelligence Reporting (included)
- AUDIT - Post payment review and audit
- CAPTURE - Invoice receipt via mail, email, fax. Data capture and import into Chrome River INVOICE
- DIRECT PAY - ACH Direct deposit reimbursement

Section 13 – Experience and Qualifications of Firm

Firm should provide:
a) *List of three references for whom similar services were provided, preferably of public institutions of higher education or a similar sized organization;*

1. Kirkland & Ellis
2. FTI Consulting
3. Edison Learning

b) *Provide a list of institutions of higher education with which the firm has a signed term contract.*

Chrome River currently has 142 customers across many different industries, including several education and non-profit organizations. We also work with many of the world's largest professional services firms that have extremely complex requirements for spend management due to a high volume of client billable expense. We have identified Higher Education as a market that faces many challenges with existing manual processes and have defined it as a strategic growth market for Chrome River. Our goal is to make VCU a Strategic Account within Higher Education and the cornerstone of this very important market segment.

c) *Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: http://www.vcu.edu/procurement/purchasing/contracts/aboutv ascupp.html.*

None to date.

Section 14 – Other Related Goods/Services

Describe other related goods and/or services provided by your firm besides a TEMT solution. Provide information to demonstrate how these goods and/or services could benefit the institution and include the associated pricing for the term of the contract. Provide information to address how newly introduced products and services would be offered and included in the contract. Include information on your ability to provide most favored nations pricing.

Please refer to Section 12 above. Chrome River provides a Cost Control Suite from which only Expense Reporting and Business Intelligence Reporting are currently contemplated. As a logical next step, Chrome River would recommend exploring the current AP invoice processing practices at VCU as a likely candidate for process improvement. Chrome River INVOICE allows companies to move away from paper invoices, and automates the invoice intake, allocation, and approval processes. Chrome River INVOICE exists within the same application suite as EXPENSE, since both require elimination of paper though imaging, with similar needs for allocation and approval.

Additionally, Chrome River AUDIT may be explored if VCU wishes to pursue post-payment audit of expense reports based on random sampling or evaluation of risk groups. The Business Rules Engine within Chrome River EXPENSE provides proactive policy control and conditional approval routing, thus eliminating the need for 100% of all expense reports to be audited. However, some organizations still wish to audit a small percentage of all reports after payment has been made.

Section 15 – Sustainability

Please provide information to demonstrate the overall environmental impact of your proposed approach. Include information on your recommendations to reduce the environmental impact and create efficiencies.

Chrome River is a 100% web-based solution that provides access via any modern browser or mobile device. The integrated receipt imaging capabilities eliminates the need for paper expense reports, along with the need for mailing receipts. This will greatly reduce the environmental impact of VCU's expense management process by reducing paper consumption and reducing transportation-based emissions required to mail physical receipts.

Chrome River will also provide tremendous process efficiency for all levels of users. Expense owners and their delegates will invest much less time in creating reports. Approvers will no longer need to fully audit each expense report for compliance to VCU policies. Policy compliance will be managed proactively via the Chrome River Business Rules Engine. VCU approvers will instead focus their time on evaluating the Business Purpose of the expense, and ensuring proper allocation was performed. At the end of the process, expenses will no longer need to be keyed into Banner, but instead approved vouchers will flow on a scheduled basis to Banner for systematic import. These tremendous gains in human capital efficiency will allow more time to be spent on strategic business activities and will improve employee satisfaction.

Section 16 – Small, Women-Owned an Minority Business Commitment

Firm must submit complete Appendix I which is available at http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Appendix_1.pdf unless the firm is a DMBE certified small business. DMBE certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Completed and attached to this submission

Section 17 – Payment

Firm must submit complete Appendix II which is available at:
http://www.vcu.edu/procurement/vendors/pdf_docs/RFP_Website_Link_Appendix_2.pdf

Completed and attached to this submission

Section 18 – Price Schedule

Firm should provide pricing for:
a) **Service fees:**

(1) Monthly, quarterly, or annual fixed fee.

OPTION 1: Fixed Subscription:
Number of full-time Faculty: 2,032
Monthly charge per Faculty: $3.50
Monthly subscription: $7,112   Includes Chrome River EXPENSE and ANALYTICS

OPTION 2: Transactional Subscription
Average expense reports / month: 1,585
Base per report rate: $4.00
Base monthly subscription: $6,340   Includes Chrome River EXPENSE and ANALYTICS
Overage per report rate $5.00

(2) By estimated monthly, quarterly, and/or annual volume.
See above
(3) Per transaction (with proposed method for charging back to individual departments).
See above
(4) Any other model as proposed by Offeror.
See above Fixed (per full-time Faculty) subscription
b) License or implementation fee, if applicable.
Not applicable
c) Reporting capabilities, if applicable.
Included
d) Implementation services, if applicable.
One-time Assured Services Setup Fee: $21,500
Includes all configuration, integration and training required for a fully configured system
e) On-going training, if applicable.
Included
f) TEMT customization, if applicable.
Not anticipated.
g) Maintenance services, if applicable.
Included. Also includes ongoing configuration assistance.
h) Any additional costs not include above.
Possible integration cost with OBT tool other than GetThere (TBD).
Single sign-on solution ($6,000)

CHROMERIVER

The Chrome River solution is secure and reliable in all aspects including hosting facilities, physical security, network security, backup procedures, redundancy, disaster recovery procedures, and database design. Built by a team experienced in large scale ERP and e-commerce applications, Chrome River can be relied upon to provide a world-class application with premiere support and service.

Physical Security and Hosting Facility Infrastructure

Chrome River's production and QA (customer testing) environment are hosted by Rackspace (www.rackspace.com). The facility is located in Ashburn, Virginia and is SAS 70 Type II certified. The facility provides state of the art physical, system and operational security as well as an extensive telecommunication and power redundancy configuration.

- **Physical Security**
  - Data center access limited to Rackspace data center technicians
  - Biometric scanning for controlled data center access
  - Security camera monitoring at all data center locations
  - 24x7 onsite staff provides additional protection against unauthorized entry
  - Unmarked facilities to help maintain low profile
  - Physical security audited by an independent firm

- **System Security**
  - System installation using hardened, patched OS
  - System patching configured by Rackspace to provide ongoing protection from exploits
  - Dedicated firewall and VPN services to help block unauthorized system access
  - Data protection with Rackspace managed backup solutions
  - Dedicated intrusion detection devices to provide an additional layer of protection against unauthorized system access
  - Distributed Denial of Service (DDoS) mitigation services based on proprietary Rackspace PrevenTier™ system
  - Risk assessment and security consultation by Rackspace professional services teams

- **Operational Security**
  - ISO 17799-based policies and procedures, regularly reviewed as part of Rackspace SAS 70 Type II audit process
  - All Rackspace employees trained on documented information security and privacy procedures
  - Access to confidential information restricted to authorized personnel only, according to documented Rackspace processes
  - Systems access logged and tracked for auditing purposes

- **Hosting Infrastructure**
  - The data center's HVAC (Heating Ventilation Air Conditioning) system is N+1 redundant. This ensures that a duplicate system immediately comes online should there be a HVAC system failure.

- o Should a total utility power outage ever occur, the data centers' power systems are designed to run uninterrupted, with every server receiving conditioned UPS (Uninterruptible Power Supply) power.
- o UPS power subsystem is N+1 redundant, with instantaneous failover if the primary UPS fails.
- o If an extended utility power outage occurs, our routinely tested, on-site diesel generators can run indefinitely.
- o Fully redundant, enterprise-class routing equipment is used in data centers
- o Fiber carriers enter data centers at disparate points to guard against service failure

Additional detail about the Rackspace hosting environment can be found at:
Rackspace Datacenters: http://www.rackspace.com/whyrackspace/network/datacenters.php
Rackspace Security: http://broadcast.rackspace.com/downloads/pdfs/RackspaceSecurityApproach.pdf

Application Architecture and Security

Chrome River's application and database architecture are consistent with the move throughout the software industry towards multi-tenancy SaaS (Software as a Service) applications. The architectural design of multi-tenancy allows a single instance of the software application to serve multiple customers. Mature SaaS architectures such as Chrome River's provide many benefits in the areas of software reliability, enhancement, and support while also providing customer-driven configurability. Most major corporate applications are now being provided through multi-tenant SaaS architectures including: Salesforce.com, SAP – Business ByDesign, and Oracle OnDemand applications.

Data Security

Customer data is stored on Chrome River dedicated servers located within the Rackspace facilities. Database servers are accessible only from application servers also located within the secure Rackspace environment. Chrome River servers accessible from the Internet are protected by active firewall technology, and all user access to the Chrome River application is authenticated. Further, strong data transmission safety is provided using encrypted 128-bit SSL with VeriSign certificates.

To ensure data safety, Chrome River implements a foreign-key database architecture that restricts users to their data only. Each person, each expense item, and each matter has a system-wide unique identifier. Since all of the application's data access is based on the attributes of the person who has logged in, the security and confidentiality of all data is assured.

In addition, Chrome River has established an extensive security and penetration testing program with a third party security consulting service (403Labs, LLC, www.403labs.com). On a regular basis, 403Labs performs extensive testing at the operating system, network, and application layers to determine not only vulnerabilities, but also their significance and the extent to which an attacker could use them to gain unauthorized access to systems, data, or user sessions. Independent audits and verification from trained experts are critical in ensuring overall system security.

Data Access and Privacy

Authentication of users is based on username, an encrypted password, and a unique customer identification code. All access to the database is strictly via application services. The web client never accesses the database directly. This eliminates the possibility of SQL injections and other breaches of security. At no time is the underlying database engine ever exposed to the Internet.

Chrome River does not store any personal information in its database. We do not hold birth dates, social security numbers, bank account information, or credit card numbers. When credit card transactions are transmitted to Chrome River, we use the employee number as the identifier—not the credit card number.

Disaster Recovery

Beyond all of the system redundancy that is built in to provide continuous operation, Chrome River's architecture also provides a disaster recovery system that is hosted by Rackspace in an alternate physical location in Chicago providing the same level of physical security and infrastructure redundancy as our main data center. The disaster recovery system is continuously updated with the latest version of the software and data is replicated to the disaster recover site every minute. This further insures the disaster recovery system can be brought online quickly with minimal disruption should the main data center ever become inaccessible.

Quality Assurance and Testing Configuration

Chrome River uniquely provides each customer with a fully functional QA system. Through the QA system, each customer can test new business rules and configuration changes, and provide a training area for users. Before new features are released, customers can determine if and how they wish to utilize the new functionality. Once rule changes or configuration changes have been validated by the customer, these changes can then be promulgated to the production environment. In this way, Chrome River provides customers with the same change control procedures and processes that they are accustomed to with internal systems.

System Scalability

The Chrome River solution has been architected to scale in a manner that will provide optimum performance to clients each with thousands of users. This is accomplished by implementing a design that provides for independent scalable server configurations in four directions:
1. Data integration handling and management of client/matter information, people data, and currency data;
2. Acquisition and management of receipt images;
3. Application business logic and business rules layer execution; and
4. Database management.

The independent nature of these functions provides for precise performance monitoring of each key operational area. This prevents the occurrence of bottlenecks by allowing Chrome River to quickly and precisely scale the system to achieve optimum performance. Each of these functional areas operates on separate servers. As the system grows, we are able to add servers where necessary without interrupting operation and without changing the underlying application. Combined with the use of state-of-the-art hardware load balancers, Chrome River can continue to grow and scale without restriction.

Confidentiality

At Chrome River, we fully appreciate the importance of maintaining the confidentiality of all customer information. From physical data security to application architecture, confidentiality is a primary concern. Each person who works at our company signs a Confidentiality Agreement; each of us understands that as a SaaS provider, we are an extension of your IT infrastructure.

Subscription Master Agreement

Agreement No.	
Customer Name	
Customer Address	

THIS SUBSCRIPTION AGREEMENT ("Agreement") is hereby entered into as of the Effective Date (defined on the signature page) between "Customer" (listed above) and Chrome River Technologies, Inc., a Delaware corporation with offices at 5757 Wilshire Blvd, Ste 636, Los Angeles, CA 90036 ("Chrome River") (each a "Party" and collectively the "Parties") on the following terms and conditions:

1. **Definitions.**

   (a). **"Services"** means the services described in the applicable Order Form, associated with the Software and the Documentation, and provided by Chrome River to Customer.

   (b). **"Documentation"** means the technical materials provided by Chrome River to Customer in hard copy or electronic form describing the use and operation of the Software.

   (c). **"Software"** means the software programs described in the applicable Order Form.

   (d). **"Subscription Period"** means the period commencing upon the Order Start Date set forth in the applicable Order Form and continuing until terminated in accordance with Section 16 ("Termination").

2. **Subscribing to the Service.** Customer will subscribe to the Services by executing a written order form ("Order Form") for such Service with Chrome River. Upon execution by both Parties, each Order Form will be incorporated into this Agreement. Each Order Form will specify the Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and an Order Form, the Order Form shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. The Parties are entering into an initial Order Form upon execution of this Agreement. Subject to the terms and conditions of this Agreement and the applicable Order Form, Chrome River will provide the Service described in the initial Order Form to Customer. Additional Order Forms may be entered into by the Parties to subscribe to additional or different features of the Service. Unless designated as replacing a specific Order Form, subsequent Order Forms will be considered in addition to currently effective Order Forms.

3. **License.**

   (a). **License Grant.** Subject to the terms and conditions of this Agreement, Chrome River grants to Customer a non-exclusive, non-transferable license during the Subscription Period, to access the Services through the User IDs and to operate the features of the Services according to the Documentation under normal circumstances.

(b). **User IDs.** Chrome River will issue unique User IDs to each Customer Personnel to access and use the Service features specified in the applicable Order Form. Customer Personnel will only access and use the Service through the User IDs issued by Chrome River for such Customer Personnel. Each User ID may only be used to access the Services during one (1) concurrent login session. Customer will not allow Customer Personnel to share User IDs with third parties. **"Customer Personnel"** shall be defined as Customer's partners, shareholders, employees and contractors who are bound by confidentiality restrictions at least as restrictive as this Agreement provides. Customer is responsible for all activity occurring under its User IDs. Customer is responsible for all use of the Services by Customer Personnel and for maintaining the confidentiality of all User IDs and will promptly notify Chrome River of any actual or suspected unauthorized use of the Services. Chrome River reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose.

(c). **Limitations.** Customer agrees that it will not and will not permit any Customer Personnel or other party to: (a) permit any party to access or use the Services, Software, or Documentation, other than the Customer Personnel authorized under this Agreement; (b) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Service, Software or Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (e) use or copy the Software or Documentation except as expressly allowed hereunder; (f) disclose or transmit any data contained in the Software to any individual other than Customer Personnel.

(d). **Customer Responsibility.** Customer shall perform the responsibilities necessary to establish Customer's use of the Services, including (a) providing Customer Personnel lists to setup User IDs, (b) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards, and (c) designating Customer Personnel to participate in training.

4. **Reservation of Rights.**

(a). **Chrome River.** Chrome River expressly reserves all rights in the Service, Software, Documentation, and all other materials provided by Chrome River hereunder not specifically granted to Customer. It is acknowledged that all right, title and interest in the Service, Software, Documentation, and all other materials provided by Chrome River hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Chrome River (or third party suppliers, if applicable) and that the Service, Software, Documentation, and all other materials provided by Chrome River hereunder are licensed on a subscription basis and not "sold" to Customer.

(b). **Customer.** Customer expressly reserves all rights in any data that Customer (or Customer Personnel) loads or enters into the Service and all results from processing such data, including compilations, and derivative works thereof (the **"Customer Data"**), except that Customer grants Chrome River a non-exclusive license to use, reproduce, and create derivative works of the Customer Data in operating the Service features for Customer's benefit. Unless specifically agreed in writing, each Party's rights under this clause (b) extend to any update, adaptation, translation, customization or derivative work of Customer Data, made under this Agreement.

5. **Term.** The term of this Agreement ("Term") shall commence upon the Effective Date and will be perpetual and continue in effect unless terminated in accordance with Section 16 ("Termination") or as

otherwise specified in this Agreement. Expiration or termination of one Order Form shall not affect any other Order Form, unless the Agreement as a whole is terminated under Section 16 ("**Termination**").

6. **User Documentation and Interfaces.** The Service contains online Documentation describing the operation of the Service under normal circumstances. This Documentation may be modified by Customer for internal training purposes. The Service is provided to Customer and shall be used strictly in machine-readable object code format. No source code or technical-level documentation to the Service is licensed under this Agreement. Any Application Programming Interfaces (APIs) or web services shall be used solely to operate the Service according to the Documentation and for no other purpose.

7. **Acceptance.** The Service features described in an Order Form shall be deemed accepted by Customer unless Customer notifies Chrome River in writing of a material defect in the Service within thirty (30) days after the Order Start Date. If material defects are identified within such period, Chrome River shall have a reasonable opportunity to correct them, or provide a commercially acceptable functional workaround, or if Chrome River is unable to provide such a correction or work around, then as Customer's sole remedy, Customer may terminate the applicable Order Form and Chrome River will refund the Fees actually paid by Customer for such Service.

8. **Customer Support.** During the Subscription Period for the applicable Services, Chrome River will provide the following standard customer support:

   (a). **Web Support.** Customer's designated representative shall have access to Chrome River's technical support web site and may use the web site to submit service requests. Chrome River will use reasonable efforts to respond within one business day. Any reproducible failure of the Software to substantially conform to the applicable Documentation that prevents Customer from using the Software for its intended purpose where no reasonable workaround is available is designated as a "Critical Error". Chrome River will use reasonable efforts to correct any Critical Error within five (5) business days of notice thereof. If Chrome River is unable to provide such a correction within the five (5) business day period, either Party may terminate this Agreement. Chrome River will use commercially reasonable efforts to correct any reproducible failure of the Software to substantially conform to the applicable Documentation, that is not a Critical Error, in the subsequent version or release of the Service; provided that Chrome River may not provide a correction for all such nonconformities. Onsite support is not included and any out-of-scope work shall be Professional Services, subject to Chrome River's standard hourly support rate in effect at that time.

   (b). **Service Upgrades and Scheduled Downtime.** Customer shall receive generally available versions ((x).x), and releases (x.(x)) for the Service, as designated by Chrome River in its sole discretion and that Chrome River generally offers to its other customers in Chrome River's sole discretion, and at no additional charge. Chrome River may from time to time schedule downtime for maintenance and upgrades. Chrome River will provide Customer notice of any scheduled downtime, including any scheduled user disruption, at least two (2) weeks in advance. Chrome River will provide Customer notice of any emergency downtime at least twenty-four (24) hours in advance, where possible.

   (c). **Data Storage & Backup.** The Service includes online data storage and daily data backups of Customer Data. Chrome River also maintains a replicated copy of the full database at a secondary data center.

9. **Professional Services.** From time to time, the Parties may agree upon an Order Form for professional services. In consideration of Customer's payment of the applicable fees and expenses set forth in the Order Form for professional services, Chrome River will provide Customer the professional services set forth therein, which may include attendance at designated training sessions provided by Chrome River as

set forth therein (**"Professional Services"**). Training may be conducted at Chrome River's training facility, at Customer's location, or by teleconference, as set forth in the Order Form.

10. Fees & Payment.

(a). **Subscription Fees**. Except for the initial 30 days, which is provided free of charge, Subscription Fees (set forth in each Order Form) are payable in advance of every month. Customer agrees to provide a credit card or electronic bank draft and agrees that, during the Subscription Period, Chrome River may charge the applicable account for Subscription Fees as they become due. Chrome River will issue a receipt for each payment monthly. Chrome River must be notified of any billing discrepancies within thirty (30) days after the date of the applicable receipt to be eligible to receive an adjustment or credit (if any). Notwithstanding any other provision hereof, for a period of two (2) years from the Effective Date of this Agreement, subscription rates shall not increase during the Term by more than five percent (5%) per year.

(b). **Setup Services Fees**. Any initial Setup Services Fees (set forth in each Order Form) are payable immediately upon execution of the applicable Order Form.

(c). **Other Fees**. All other fees and expenses (set forth in each Order Form) will be invoiced and are payable net thirty (30) days after the invoice date. Such other fees and expenses along with the Subscription Fees and Setup Services Fees are collectively "Fees".

(d). **Late Payment**. Customer may not withhold or "setoff" any amounts due hereunder. Chrome River reserves the right to suspend Service and Professional Services (if any) until all past due amounts are paid in full after giving Customer advance written notice and an opportunity to cure as specified in Section 15 (**"Notices"**) and Section 16 (**"Termination"**). Any late payment shall be subject to any costs of collection and shall bear interest at the rate of one percent (1%), or the maximum legal rate if less, per month or fraction thereof until paid.

(e). **Certain Taxes**. Fees quoted do not include and Customer shall pay, indemnify and hold Chrome River harmless from all sales, use, gross receipts, value-added, GST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Chrome River.

11. Confidential & Proprietary Information.

(a). **Definitions**. For purposes of this section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the **"Recipient"** and the Party disclosing such information shall be the **"Discloser"** and **"Confidential & Proprietary Information"** means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Customer hereby acknowledges that the Service (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential and Proprietary Information belonging exclusively to Chrome River (or its designated third party supplier), and Chrome River hereby acknowledges that Customer Data will be considered Confidential and Proprietary Information belonging exclusively to Customer, in each case regardless of whether or not marked as "confidential" or "proprietary". Discloser's Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser's Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii)

information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

(b). **Covenant.** Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential & Proprietary Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential & Proprietary Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

12. Warranties and Disclaimers.

(a). **Limited Noninfringement Warranty.** Chrome River represents and warrants that, to the best of its knowledge as of the date the Service (and each update thereto) is first made available hereunder, the Service, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's trade secret recognized under the Uniform Trade Secrets Act, any copyright, or United States patent issued as of the Effective Date.

(b). **Limited Performance Warranty.** Chrome River represents and warrants that it will make commercially reasonable efforts to cause the Service to operate substantially in accordance with the applicable Documentation during the Subscription Period; provided, that (i) the Service is implemented, operated, and used in accordance with all instructions supplied by Chrome River, including the Documentation; (ii) Customer notifies Chrome River of any such defect within ten (10) calendar days after the appearance thereof and Chrome River is able to reproduce the error; (iii) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (iv) the nonconformity did not result from any Customer or third party services, software, hardware or other equipment that affect the performance of the Service, including failed internet connections; (v) the nonconformity did not result from any modifications to the Software or Services other than by Chrome River or its authorized representatives, or (vi) the nonconformity did not result from any other causes outside of Chrome River's reasonable control (subsections (i), (iv), (v), and (vi) are collectively, the **"Exceptions"**). Chrome River shall, as Customer's sole and exclusive remedy, use

commercially reasonable efforts to correct reported failures to comply with this warranty, in accordance with Section 8(a) ("**Web Support**").

(c). **Warranty Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 12 ("**WARRANTIES AND DISCLAIMERS**") THE SOFTWARE, DOCUMENTATION, SERVICES, PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY CHROME RIVER TO CUSTOMER ARE PROVIDED "AS IS" AND CHROME RIVER HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. CHROME RIVER DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

13. **Indemnity.** Chrome River shall defend at its expense any suit brought against Customer and will pay any settlement Chrome River makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party alleging that Chrome River has violated Section 12(a) ("**Limited Noninfringement Warranty**"); provided that Chrome River is given prompt notice of the claim and sole control over the defense and any settlement thereof and Customer reasonably cooperates with Chrome River (at Chrome River's expense) to facilitate the settlement or defense of any claim. Chrome River is not obligated under this section to the extent any claim arises from Customer's breach of this Agreement or use of the Service in combination with any software, data, or technology not supplied by Chrome River (where there would be no claim, but for such combination). If any portion of the Service becomes, or in Chrome River's opinion is likely to become, the subject of a claim of infringement, Chrome River may, at Chrome River's option: (a) procure for Customer the right to continue using the Service; (b) replace the Service with non-infringing software or services which does not materially impair the functionality of the Service; (c) modify the Service so that it becomes non-infringing; or (d) terminate this Agreement and upon such termination, Customer will immediately cease all use of the Services. This Section 13 states the sole and exclusive remedy of Customer and the entire liability of Chrome River for infringement claims and actions.

14. **Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

(a). **Amount.** EXCEPT FOR INDEMNITIES EXPRESSLY PROVIDED BY THIS AGREEMENT, NEITHER PARTY IS LIABLE FOR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT EXCEEDING SIX (6) MONTHS' FEES PAYABLE UNDER THE ORDER FORM AT ISSUE. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT. IN NO EVENT SHALL CHROME RIVER'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

(b). **Type.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL, OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY), OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. IN NO EVENT SHALL CHROME RIVER BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

15. **Notices.** Notices sent to either Party shall be effective when delivered in person or transmitted by fax machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the Official Contact designated on the signature page hereof. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

16. **Termination.**

(a). **Generally.** Either Party may, in addition to other relief, suspend or terminate an Order Form or this Agreement if the other Party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such material breach or to commence corrective action reasonably acceptable to the aggrieved Party and proceed with due diligence to completion. Either Party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the Party and is not dismissed within thirty (30) days. Either Party may terminate an Order Form or this Agreement at any time, upon ninety (90) days written notice (and in the case of termination by Customer, the payment in full of all sums then owing).

(b). **Survival.** Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both Parties (except for Customer's payment of all sums then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (b) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return all Confidential Information of the other Party, as set forth Section 11 (**"Confidential & Proprietary Information"**). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 (**"Reservation of Rights"**), Section 11 (**"Confidential & Proprietary Information"**), Section 12(c) (**"Warranty Disclaimer"**), Section 14 (**"Limitation of Liabilities"**), Section 16(b) (**"Survival"**), and Section 17 (**"General Provisions"**). Upon termination, if requested, Chrome River shall make a final backup of Customer Data and provide the backup media to Customer at actual cost.

17. **General Provisions.**

(a). **Assignment.** Neither Party may assign this Agreement to any third party without the other Party's prior written consent, except this Agreement may be assigned by either Party (i) to any party that controls, is controlled by, or is under common control with such Party, or (ii) pursuant to a transfer of all or substantially all of such Party's business or assets, whether by merger, sale of assets, sale of stock, or otherwise. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Arbitration.** Except as provided below, all disputes or claims arising out of or relating to this Agreement or the subject matter thereof shall be submitted to a single arbitrator in Los Angeles, California, who shall be a former judge or attorney having experience in similar disputes. The proceedings shall be conducted pursuant to the Streamlined Arbitration Rules and Procedures and the U.S. Arbitration Act, 9 U.S.C. Sec. 1 et seq. ("Arbitration Act"). The award of the arbitrator shall include a written explanation of the decision, shall be limited to remedies otherwise available in court and shall be binding upon the Parties and enforceable in any court of competent jurisdiction. The costs of the arbitration, including administrative and arbitrator's fees, shall be shared equally by the Parties. Each Party shall bear the cost of its own attorney's fees and expert witness fees. Neither this Section 17(b) nor Section 17(c) will prevent Chrome River from seeking injunctive or equitable relief

in any court of competent jurisdiction to protect or enforce its intellectual property rights or rights in Proprietary & Confidential Information.

(c). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to conflicts of law principles that require the application of the law of a different state. Except as specified in Section 17(b), the Parties will initiate any lawsuits in Los Angeles, California and irrevocably consent to exclusive personal jurisdiction and venue therein. The U.N. Convention on Contracts for the International Sale of Goods and the Unfair Contracts Act in the United Kingdom shall not apply to this Agreement. Any claim against Chrome River must be brought within one (1) year after it arose, or be barred.

(d). **Compliance with Export Regulations.** Customer has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold Chrome River harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Customer shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(e). **European Union Residents.** If Customer resides in the European Union (EU) or if any transfer of information between Customer and the Service is governed by the European Union Data Protection Directive or national laws implementing that Directive, then Customer consents to the transfer of such information outside of the European Union to its country and to such other countries as may be contemplated by the features and activities provided by the Service.

(f). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(g). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(h). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the unenforceability of any provision in the subsections titled Limited Performance Warranty.

(i). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(j). **Independent Contractors.** Customer's relationship to Chrome River is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Chrome River.

(k). **Entire Agreement.** This Agreement and the accompanying Exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and

deemed to be one instrument. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

The **"Effective Date"** of this Agreement shall be

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By	Chrome River Technologies		By (Customer)	
Name (printed)			**Name** (printed)	
Name (signed)			**Name** (signed)	
Title			**Title**	
Date			**Date**	

EXHIBIT A

Payment Authorization

Customer	
Customer Tax ID	

"Customer" (listed above) does hereby authorize Chrome River Technologies, Inc. ("**Chrome River**"), to initiate debit entries and/or credit correction entries to the specified account at the financial institution named below ("**Financial Institution**") by the method selected and in the amounts as agreed on the mutually executed Order Form(s).

This authorization is to remain in full force and effect until Chrome River has received written notification from Customer of its termination in such time, and in such manner, as to afford Chrome River and Financial Institution a reasonable opportunity to act on it.

Select a method for payments and complete the following details:

☐ **AUTHORIZATION FOR ACH TRANSFERS**

Account Type	☐ Checking Account ☐ Savings Account		
Financial Institution		Branch	
City		State	
Routing #		Account #	

☐ **AUTHORIZATION FOR CREDIT CARD PAYMENTS**

Card Type (Amex, Visa, etc.)			
Name on Card		Expiration Date	
Account #		Security Code	

Automatic payment receipt delivery

SEND PAYMENT RECEIPTS TO

Contact Name	
Contact Email	

REQUEST FOR PROPOSALS RFP No. 4830627-BM

Issue Date:	February 24, 2012
Title:	Travel and Expense Management Tool
Issuing and Using Agency:	Virginia Commonwealth University
Attention: Benjamin Miller
10 S 6th St., 2nd Floor
POB 980616
Richmond, Virginia 23298-0616
Period of Contract:	Three (3) years from date of award with one (1) three (3) year renewal option or as negotiated.

Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM local time on March 23, 2012.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 828-1077, VOICE TDD: (800) 828-1120

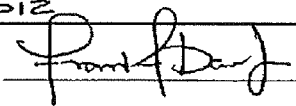This solicitation & any addenda are posted on the eVa website at: http://www.eva.virginia.gov

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980616, RICHMOND, VA 23298-0616. IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO: VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT SERVICES, 10 S 6TH ST., 2nd FLOOR, RICHMOND, VA 23219! THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

NAME AND ADDRESS OF FIRM:

CHROME RIVER TECHNOLOGIES   Date: 3/21/2012

5757 WILSHIRE BLVD, SUITE 636   By (Signature In Ink): _Frank Davis_

LOS ANGELES, CA Zip Code 90036   Name Typed: FRANK A. DAVIS, JR.

E-Mail Address: frank.davis@chromeriver.com Title: DIRECTOR, BUSINESS DEVELOPMENT

Telephone: (908) 850-1630   Fax Number: (866) 374-3707
Toll free, if available   **Toll free, if available**

DUNS NO.: 80-193-0855   FEI/FIN NO.: 38-3752006

REGISTERED WITH eVA: ( ) YES (✓) NO	SMALL BUSINESS: (✓) YES ( ) NO
VIRGINIA DMBE CERTIFIED: ( ) YES (✓) NO	MINORITY-OWNED: ( ) YES (✓) NO
DMBE CERTIFICATION#: _____	WOMEN-OWNED: ( ) YES (✓) NO

An optional Pre-Proposal conference will be held on March 6, 2012. See Section V, Page 3, herein.
THIS SOLICITATION CONTAINS 20 PAGES.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which 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 in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities 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 which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual**: "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons 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 are regarded as such by the community of which these persons claim to be a part.
  - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
  - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Minority Business Enterprise (DMBE) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

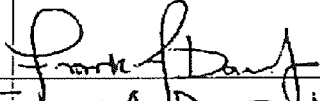| Name of Businesses:	SB, WO, MO:	Role in contract:
Chrome River	SB	Primary

Commitment for utilization of DMBE SWaM Businesses:

_____100_____ % of total contract amount that will be performed by DMBE certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: _____Alan Rich_____

Email: _____alan.rich@chromeriver_____

Phone: _____(888) 781-0088_____

Firm: _____Chrome River_____

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:
By (Signature): _____[signature]_____
Name Printed: _____Frank A. Davis, Jr._____
Title: _____Director, Business Development_____
Email: _____frank.davis@chromeriver.com_____

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Minority Business Enterprise (DMBE; http://www.dmbe.virginia.gov/swamcert.html) to fulfill the Offeror's commitment for utilization.

APPENDIX II
PAYMENT

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University.   For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be made fifteen days (15) after receipt of a proper invoice for the amount of payment due, or fifteen (15) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **Paper Check:** The Contractor's payable records will be updated and a five percent (5%) administrative fee (with no cap) will be deducted from each payment. This option will result in **all** payments to the Contractor incurring the administrative fee. The fee will apply to invoices associated with the resulting contract and any other invoices submitted by the Contractor. Paper check processing is thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later.

Contractor must indicate the method of payment selected:

_____✓_____   Commercial Card Payment (Wells Fargo VISA)
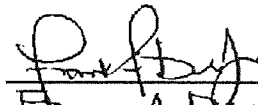
_____   Paper Check with 5% Administrative Fee Deducted

Acknowledged by (Signature): _Frank Davis (signature)_
Name Printed: Frank A. Davis, Jr.
Title: Director, Business Development
Name of Firm: Chrome River
Date: 3/21/2012

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the invoicing and payment processes:

Name of the individual: Amy Tacker
Title: Administration
Mailing address: 5757 Wilshire Blvd., Suite 636
Los Angeles, CA 90036
Email address: amy.tacker@chromeriver.com
Phone number: (888) 781-0088
Fax number: (866) 374-3707

As a result of oral presentations and negotiations, the following items are hereby incorporated into the resulting contract:

I. Technology and Data
    a. Systems Implementation
        i. Vendor will integrate with the VCU central authentication system (CAS).
        ii. Vendor will ensure that application updates are tested in a separate environment and are stable prior to use with VCU's instance.
    b. Data Security and Data Transfer
        i. Sensitive data at rest will be encrypted.
        ii. Data transfers will be automated to the extent possible and handled through secure/encrypted channels. All data in transit is protected via SSL (using standard https on every call), TLS (used with email), or SSH (file transmission).
        iii. Vendor will capture all data available as feeds from all available sources.
            1. Vendor will work with travel management services firm to ensure that booking data transfers to the expense system accurately and as quickly as possible. Ideally, data would be able to transfer in near real-time.
            2. Vendor will accept the greatest level of transaction detail possible from the travel management services firm and card providers for all expenses.
        iv. Data transfers involving VCU will use delimited flat files.
            1. Vendor will accept a data uploads, not limited to: index codes, registered vendors, and employee information to include: name, employee number, department name, managerial approver, chart of accounts, etc. on a schedule to be determined.
            2. The scheduled import (typically nightly) will be exchanged via a secure FTP server or web services. For imports (People, GL/Index Codes) VCU will provide files formatted to Chrome River's specification. For exports (Approved Vouchers) Chrome River will provide files formatted to VCU's specification.
            3. The Vendor will generate an "accounts payable" data transfer to VCU for processing reimbursements in accordance with a VCU data template.
        v. Vendor will work with VCU's corporate card provider to accept feeds for agency travel card (ATC) and individual liability travel card transactions.
        vi. Vendor will maintain past expense reports for a period of no less than 5 years, in accordance with Federal grant reporting guidelines.
        vii. Upon termination of negotiated contract the Vendor will ensure that University data is securely returned or destroyed as directed by the University.
        viii. VCU's data will be stored on the Vendor's servers located at Rackspace Managed Hosting. The Vendor's environment is continuously replicated between a Rackspace location in Vienna, VA and one located in Elk Grove Village, IL. For more, see the Attachment 1: System Architecture & Security Document.
        ix. Every employee at Chrome River will sign a Confidentiality Agreement to respect the confidentiality of VCU's data.
    c. Compliance Certification

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i. Vendor will ensure PCI and PII data compliance at no less than the current level throughout the term of VCU's contract. Vendor must comply with all requests from VCU Technology Services for review or documentation of any security certificate/report throughout the contract term.

ii. Vendor will complete an external review of their technical operations and policies within one year of contract award if not already certified by date of award.

iii. Vendors will allow VCU to process server OS and/or application vulnerability scans upon request and facilitate this process to the greatest degree possible.

iv. Upon completion of vulnerability scan of Chrome River's operations (est. November 30, 2012 with results ready by January 1, 2013), Chrome River must report findings to VCU and correct any findings within a reasonable time period.

II. **Expense Management Tool**
   a. **Tool Customization**
      i. TEMT will allow allocation of expenses to multiple indices and account codes based on percent of transaction or value entered by end-user.
      ii. TEMT will tie policy restrictions, index codes/chart of accounts, department name, employee number, etc., to user login credentials. This information is tied to the entity in which the user belongs.
      iii. Policy guidance and web links to VCU policy are available to end-users as they build expense reports.
      iv. TEMT will allow multiple policy configurations based on user group or corporate hierarchy.
      v. TEMT will allow for drop-down options and free form fields to justify soft-stops / policy warnings.
      vi. TEMT will have the ability to identify and allocate alcohol, overages, and any other non-allowable expenses on state funds to local funds accounts (index codes beginning with 4 or 6) or generate a hard-stop if not allocated to the correct index.
      vii. TEMT will pre-load GSA rates for per diem and lodging expenses.
      viii. TEMT will allow multiple expense types for mileage to accommodate Federal grant guidelines.
      ix. TEMT will calculate/automate 75% travel day for per diem based on VCU policy and GSA policy (2 different expense types).
      x. VCU will use the XE currency converter.
      xi. TEMT will automatically reduce expense amount from expense report when end-users mark an expense as personal.
      xii. Travel transactions from the OBT will appear to the user as another "Expense Item" waiting to be dragged-and-dropped onto an expense report - just like a credit card charge. The Vendor will provide training as to where OBT transactions appear, and how to add them to an Expense Report.
      xiii. Vendor will allow VCU branding of TEMT.
      xiv. Vendor agrees to work with any travel management company that VCU chooses.
      xv. The TEMT can support any type of reimbursement.
      xvi. VCU understands that if individuals use "Personal" (non-university) credit cards to pay for hotel transactions, then it is highly probable that "Level 3 Folio Data" will not be available when the transaction data tile is dragged-and-dropped onto the expense report, and VCU will lose any applicable rebates.
         1. If the credit card used by the individual is a "Corporate Card" then Level 3 data should be available, and rebates will still apply if they are included in VCU's Corporate Card program.
      xvii. An approver will receive an e-mail notification from Chrome River when they have expenses to approve. They can approve, return/reject and add comments in one of three ways:
         1. Directly from the e-mail they received
         2. From their iPad, tablet, PDA or phone
         3. By logging into Chrome River

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b. Procedure Development

    i. Vendor will assist VCU in developing/revising an automated vendor create procedure.

    ii. Vendor will assist VCU in developing/revising a cash advance procedure.

    iii. Vendor will enable VCU Travel Analysts to be the last link in approval chain for all transactions during initial roll-out.

    iv. Vendor will assist VCU in developing a method to determine if the traveler is an employee, student, or non-employee for Insurance and Risk Management reporting purposes.

    v. Vendor will assist VCU and the TMC in developing a procedure for booking and reimbursing guest travel.

    vi. Vendor will assist VCU in developing a prompt for travelers to finish reports or generate a report for individual departments showing outstanding expense reports for those who have completed travel.

    vii. Vendor will provide VCU with a fully functioning quality assurance system to test new business rules and configuration changes, and to provide a training area for users.

c. Implementation Plan

    i. VCU will be provided with a dedicated Project Manager, a Configuration Specialist, and a Technical Support resource.

    ii. The project will begin with a Kickoff Call, where Chrome River will obtain all of the necessary background information, desired project timeline, and any project constraints. At this time VCU will be asked to provide Chrome River with a number of items related to company policies and available data (people, indexes).

    iii. Chrome River will then build a prototype system for VCU and an onsite Implementation Workshop will be scheduled to review the prototype in great detail.

    iv. From there, Chrome River will finalize the configuration of the VCU system and deliver a ready to test environment, inclusive of data exchange with the Banner financial system.

    v. During the project, VCU's primary roles will be to:

        1. Provide the necessary information on desired future state (policy rules, routing rules, etc.)

        2. Provide "mapping" of Expense Types to GL/Index Codes

        3. Provide data from Banner and file specifications for import into Banner

        4. Test the configured system

        5. Rollout to VCU employees

d. Extended Use

    i. If desired by VCU, vendor will allow TEMT to be used by VCU's MCV Foundation/BioTech Park. Cost to be negotiated based on integration specifications.

    ii. After successful implementation of VCU instance, vendor will allow TEMT to be available to employees on our Qatar campus.

III. Services, Payments and Training

a. Training and Reports

    i. Vendor will provide up to six (6) one-hour training sessions. VCU can select the preferred format (live webcast, on-site). VCU will cover all travel expenses incurred for on-site sessions.

    ii. Vendor will allow for live recording of on-site trainings.

    iii. Vendor will provide individual training for Procurement Services' administration, in addition to the training provided to end-users during and after implementation.

    iv. Vendor will provide scheduled monthly reports at the request of VCU in addition to those listed in the proposal.

    v. Vendor will provide training/marketing materials or aid VCU in development of such materials.

b. Payment

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    i. Vendor will only accept payment for expense report fees by Wells Fargo commercial card on a schedule to be determined.

    ii. Vendor will only charge one (1) expense report fee per report regardless of complexity of expense allocation.

c. **Customer Service and Consultation**

    i. Vendor will be involved in user focus groups during the pilot implementation and then at least twice a year to hear feedback from users.

    ii. The Vendor considers the contract with VCU a Strategic Account relationship, which will provide direct access to executive management and a partnership approach to the relationship.

    iii. Vendor will provide customer service options to include an "800" number, email address, and web portal access.

    iv. Vendor will provide program review on a quarterly basis, to include cost savings, non-compliance, industry trends, and program enhancements. Review occurring after VCU's fourth quarter should also provide review of program for that fiscal year.

    v. Vendor will provide an executive presentation to the University's upper management summarizing the benefits that the University will experience as a result of this contract. Vendor's senior management should be in attendance. This will be a one-time requirement that the University may or may not require.

    vi. Vendor will consult on best practices during implementation and through the duration of the contract, to include best process for flagging duplicate expenses.

    vii. VCU will be contacted prior to being listed as reference information for other potential clients.

IV. Pricing

a. **Contract Term**

    i. The initial contract term is five (5) years. This contract may be renewed by the Commonwealth for two (2) successive three (3) year periods under the terms and conditions of the original contract except as stated in 1. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period:

        1. If the Commonwealth elects to exercise the option to renew the contract for an additional three (3)-year period, the contract price(s) for the additional three (3) years shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

        2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/ decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

b. **Implementation Fee**

    i. Setup Fee: $21,500 (Represents a 50% discount of the firm's market pricing of $43,000)

    ii. CAS Integration: $3,000 (Represents a 50% discount of the firm's proposed CAS integration fee of $6,000)

c. **Subscription Model**

    i. Option 1: Enterprise "Fixed" Subscription

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1. Use full-time faculty number as annually published
   http://www.oods.vcu.edu/documents/employee200211count.pdf
2. Rate $3.50/faculty
3. Monthly rate: $7,112

  ii. Option 2: Transactional "Metered" Subscription
    1. Rate $3.50 per transaction based on a QTY 2,000 reports/month commitment
    2. $3.50 overage rate
    3. This fee is based upon a minimum quantity of expense report transactions ("Qty") at the "Rate" per transaction per month and provides unlimited enterprise access for all Customer Personnel. Customer shall pay the Monthly Transactional Subscription Fee regardless of use of the Service and will not be entitled to a refund or roll-over to subsequent months if it does not use the minimum number of transactions for a particular month.

  iii. VCU may switch Subscription options at any time during the contract period. New structure will begin the following month after written notification.

d. Additional Terms
  i. First month of subscription at no charge.
  ii. Months 2-5 subscription at 50% off VCU's monthly subscription ($1.75/faculty; monthly fee $3,556).
  iii. Contract utilization discount: 10% discount of monthly payment for each of the first four entities that subscribe to Chrome River Service utilizing VCU's contract. Earned discounts will be applied to monthly payments through the initial five-year term as follows:

Monthly subscription with 1 entity:	10% off monthly payment
Monthly subscription with 2 entities:	20% off monthly payment
Monthly subscription with 3 entities:	30% off monthly payment
Monthly subscription with 4 entities:	40% off monthly payment

  iv. "Audit" module provided at no charge for duration of contract period to include initial five-year term and all renewals.
  v. Registration fees for the 2012 Chrome River conference will be waived for up to four (4) VCU personnel. VCU can also choose to defer this discount to the 2013 Chrome River conference.
  vi. There are no additional subscription costs or additional implementation costs than what is agreed upon in the contract.

V. Cooperative Use
  i. The resulting contract is allowed for cooperative procurement. Accordingly, any public body, public or private health or public or private educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the Contractor. Authorization may not be unreasonably withheld.
  ii. Pricing for entities accessing the resulting VCU contract will be given the following pricing:
    1. 20% discount, which will be based on volume-based tiered pricing. This will reduce the standard $7.00 per report fee down to $5.60 per report for up to 2,000 reports per month, or $5.60 per full-time Faculty member, with further volume-based price reductions available from there.
    2. 20% discount on our Assured Services Setup fees.

VI. Terms and Conditions
  i. Terms and Conditions: Confirm acceptance of all Terms and Conditions as stated in the original RFP.

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Attachment 1:

Chrome River System Architecture & Security Document

The Chrome River solution is secure and reliable in all aspects including hosting facilities, physical security, network security, backup procedures, redundancy, disaster recovery procedures, and database design. Built by a team experienced in large scale ERP and e-commerce applications, Chrome River can be relied upon to provide a world-class application with premiere support and service.

Physical Security and Hosting Facility Infrastructure

Chrome River's production and QA (customer testing) environment are hosted by Rackspace (www.rackspace.com). The facility is located in Northern Virginia and is SAS 70 Type II certified. The facility provides state of the art physical, system and operational security as well as an extensive telecommunication and power redundancy configuration.

Physical Security
- Data center access limited to Rackspace data center technicians
- Biometric scanning for controlled data center access
- Security camera monitoring at all data center locations
- 24x7 onsite staff provides additional protection against unauthorized entry
- Unmarked facilities to help maintain low profile
- Physical security audited by an independent firm

System Security
- System installation using hardened, patched OS
- System patching configured by Rackspace to provide ongoing protection from exploits
- Dedicated firewall and VPN services to help block unauthorized system access
- Data protection with Rackspace managed backup solutions
- Dedicated intrusion detection devices to provide an additional layer of protection against unauthorized system access
- Distributed Denial of Service (DDoS) mitigation services based on proprietary Rackspace PrevenTier™ system
- Risk assessment and security consultation by Rackspace professional services teams

Operational Security
- ISO 17799-based policies and procedures, regularly reviewed as part of Rackspace SAS 70 Type II audit process
- All Rackspace employees trained on documented information security and privacy procedures
- Access to confidential information restricted to authorized personnel only, according to documented Rackspace processes
- Systems access logged and tracked for auditing purposes

Hosting Infrastructure
- The data center's HVAC (Heating Ventilation Air Conditioning) system is N+1 redundant. This ensures that a duplicate system immediately comes online should there be a HVAC system failure.
- Should a total utility power outage ever occur, the data centers' power systems are designed to run uninterrupted, with every server receiving conditioned UPS (Uninterruptible Power Supply) power.
- UPS power subsystem is N+1 redundant, with instantaneous failover if the primary UPS fails.
- If an extended utility power outage occurs, our routinely tested, on-site diesel generators can run indefinitely.
- Fully redundant, enterprise-class routing equipment is used in data centers
- Fiber carriers enter data centers at disparate points to guard against service failure

Additional detail about the Rackspace hosting environment can be found at:
Rackspace Datacenters: http://www.rackspace.com/whyrackspace/network/datacenters.php
Rackspace Security: http://broadcast.rackspace.com/downloads/pdfs/RackspaceSecurityApproach.pdf

Application Architecture and Security

Chrome River's application and database architecture are consistent with the move throughout the software industry towards multi-tenancy SaaS (Software as a Service) applications. The architectural design of multi-tenancy allows a single instance of the software application to serve multiple customers. Mature SaaS architectures such as Chrome River's provide many benefits in the areas of software reliability, enhancement, and support while also providing customer-driven configurability. Most major corporate applications are now being provided through multi-tenant SaaS architectures including: Salesforce.com, SAP – Business ByDesign, and Oracle OnDemand applications.

Data Security

Customer data is stored on Chrome River dedicated servers located within the Rackspace facilities. Database servers are accessible only from application servers also located within the secure Rackspace environment. Chrome River servers accessible from the Internet are protected by active firewall technology, and all user access to the Chrome River application is authenticated. Further, strong data transmission safety is provided using encrypted 128-bit SSL with VeriSign certificates.

To ensure data safety, Chrome River implements a foreign-key database architecture that restricts users to their data only. Each person, each expense item, and each matter has a system-wide unique identifier. Since all of the application's data access is based on the attributes of the person who has logged in, the security and confidentiality of all data is assured.

In addition, Chrome River has established an extensive security and penetration testing program with a third party security consulting service (403Labs, LLC, www.403labs.com). On a regular basis, 403Labs performs extensive testing at the operating system, network, and application layers to determine not only vulnerabilities, but also their significance and the extent to which an attacker could use them to gain unauthorized access to systems, data, or user sessions. Independent audits and verification from trained experts are critical in ensuring overall system security.

Data Access and Privacy

Authentication of users is based on username, an encrypted password, and a unique customer identification code. All access to the database is strictly via application services. The web client never accesses the database directly. This eliminates the possibility of SQL injections and other breaches of security. At no time is the underlying database engine ever exposed to the Internet.

Chrome River does not store any personal information in its database. We do not hold birth dates, social security numbers, bank account information, or credit card numbers. When credit card transactions are transmitted to Chrome River, we use the employee number as the identifier—not the credit card number.

Disaster Recovery

Beyond all of the system redundancy that is built in to provide continuous operation, Chrome River's architecture also provides a disaster recovery system that is hosted by Rackspace in an alternate physical location in Chicago providing the same level of physical security and infrastructure redundancy as our main data center. The disaster recovery system is continuously updated with the latest version of the software and data is replicated to the disaster recover site every minute. This further insures the disaster recovery system can be brought online quickly with minimal disruption should the main data center ever become inaccessible.

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CHROMERIVER   MASTER AGREEMENT

Subscription Master Agreement

Agreement No.

Customer Name   Virginia Commonwealth University

Customer   10 South 6th Street / Suite 200

Address   Richmond, VA 23219

THIS SUBSCRIPTION AGREEMENT ("Agreement") is hereby entered into as of the Effective Date (defined on the signature page) between "Customer" (listed above) and Chrome River Technologies, Inc., a Delaware corporation with offices at 5757 Wilshire Blvd, Ste 636, Los Angeles, CA 90036 ("Chrome River") (each a "Party" and collectively the "Parties") on the following terms and conditions:

1. **Definitions.**

    (a). **"Services"** means the services described in the applicable Order Form, associated with the Software and the Documentation, and provided by Chrome River to Customer.

    (b). **"Documentation"** means the technical materials provided by Chrome River to Customer in hard copy or electronic form describing the use and operation of the Software.

    (c). **"Software"** means the software programs described in the applicable Order Form.

    (d). **"Subscription Period"** means the period commencing upon the Order Start Date set forth in the applicable Order Form and continuing until terminated in accordance with Section 16 ("Termination").

2. **Subscribing to the Service.** Customer will subscribe to the Services by executing a written order form ("Order Form") for such Service with Chrome River. Upon execution by both Parties, each Order Form will be incorporated into this Agreement. Each Order Form will specify the Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and an Order Form, the Order Form shall control pricing and service deliverables and this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. The Parties are entering into an initial Order Form upon execution of this Agreement. Subject to the terms and conditions of this Agreement and the applicable Order Form, Chrome River will provide the Service described in the initial Order Form to Customer. Additional Order Forms may be entered into by the Parties to subscribe to additional or different features of the Service. Unless designated as replacing a specific Order Form, subsequent Order Forms will be considered in addition to currently effective Order Forms.

3. **License.**

    (a). **License Grant.** Subject to the terms and conditions of this Agreement, Chrome River grants to Customer a non-exclusive, non-transferable license during the Subscription Period, to access the Services through the User IDs and to operate the features of the Services according to the Documentation under normal circumstances.

(b). **User IDs.** Chrome River will utilize single sign on with VCU's CAS system which will allow access to all required VCU Customer Personnel to access and use the Service features specified in the applicable Order Form. Each User ID may only be used to access the Services during one (1) concurrent login session. Customer will not allow Customer Personnel to share User IDs with third parties. "**Customer Personnel**" shall be defined as Customer's partners, shareholders, employees and contractors who are bound by confidentiality restrictions at least as restrictive as this Agreement provides. Customer is responsible for all activity occurring under its User IDs. Customer is responsible for all use of the Services by Customer Personnel and for maintaining the confidentiality of all User IDs and will promptly notify Chrome River of any actual or suspected unauthorized use of the Services. Chrome River reserves the right to suspend or terminate any User ID which it determines may have been used for an unauthorized purpose.

(c). **Limitations.** Customer agrees that it will not and will not permit any Customer Personnel or other party to: (a) permit any party to access or use the Services, Software, or Documentation, other than the Customer Personnel authorized under this Agreement; (b) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Service, Software or Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (e) use or copy the Software or Documentation except as expressly allowed hereunder; (f) disclose or transmit any data contained in the Software to any individual other than Customer Personnel.

(d). **Customer Responsibility.** Customer shall perform the responsibilities necessary to establish Customer's use of the Services, including (a) providing Customer Personnel lists to setup User IDs, (b) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards, and (c) designating Customer Personnel to participate in training.

4. Reservation of Rights.

(a). **Chrome River.** Chrome River expressly reserves all rights in the Service, Software, Documentation, and all other materials provided by Chrome River hereunder not specifically granted to Customer. It is acknowledged that all right, title and interest in the Service, Software, Documentation, and all other materials provided by Chrome River hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Chrome River (or third party suppliers, if applicable) and that the Service, Software, Documentation, and all other materials provided by Chrome River hereunder are licensed on a subscription basis and not "sold" to Customer.

(b). **Customer.** Customer expressly reserves all rights in any data that Customer (or Customer Personnel) loads or enters into the Service and all results from processing such data, including compilations, and derivative works thereof (the "**Customer Data**"), except that Customer grants Chrome River a non-exclusive license to use, reproduce, and create derivative works of the Customer Data in operating the Service features for Customer's benefit. Unless specifically agreed in writing, each Party's rights under this clause (b) extend to any update, adaptation, translation, customization or derivative work of Customer Data, made under this Agreement.

5. **Term.** The term of this Agreement ("Term") shall commence upon the Effective Date and will be in accordance with VCU's Two-Party Contract, which will contain this Agreement unless terminated in accordance with Section 16 ("Termination") or as otherwise specified in this Agreement. Expiration or

termination of one Order Form shall not affect any other Order Form, unless the Agreement as a whole is terminated under Section 16 ("Termination").

6. **User Documentation and Interfaces.** The Service contains online Documentation describing the operation of the Service under normal circumstances. This Documentation may be modified by Customer for internal training purposes. The Service is provided to Customer and shall be used strictly in machine-readable object code format. No source code or technical-level documentation to the Service is licensed under this Agreement. Any Application Programming Interfaces (APIs) or web services shall be used solely to operate the Service according to the Documentation and for no other purpose.

7. **Acceptance.** The Service features described in an Order Form shall be deemed accepted by Customer unless Customer notifies Chrome River in writing of a material defect in the Service within one hundred and twenty (120) days after the Order Start Date. If material defects are identified within such period, Chrome River shall have a reasonable opportunity to correct them, or provide a commercially acceptable functional workaround, or if Chrome River is unable to provide such a correction or work around, then as Customer's sole remedy, Customer may terminate the applicable Order Form and Chrome River will refund the Fees actually paid by Customer for such Service.

8. **Customer Support.** During the Subscription Period for the applicable Services, Chrome River will provide the following standard customer support:

(a). **Web Support.** Customer's designated representative shall have access to Chrome River's technical support web site and may use the web site to submit service requests. Chrome River will use reasonable efforts to respond within one business day. Any reproducible failure of the Software to substantially conform to the applicable Documentation that prevents Customer from using the Software for its intended purpose where no reasonable workaround is available is designated as a "Critical Error". Chrome River will use reasonable efforts to correct any Critical Error within five (5) business days of notice thereof. If Chrome River is unable to provide such a correction within the five (5) business day period, either Party may terminate this Agreement. Chrome River will use commercially reasonable efforts to correct any reproducible failure of the Software to substantially conform to the applicable Documentation, that is not a Critical Error, in the subsequent version or release of the Service; provided that Chrome River may not provide a correction for all such nonconformities. Onsite support is not included and any out-of-scope work shall be Professional Services, subject to Chrome River's standard hourly support rate of $250.00 per hour. VCU must be notified in advance if services are incurring support fees.

(b). **Service Upgrades and Scheduled Downtime.** Customer shall receive generally available versions ((x).x), and releases (x.(x)) for the Service, as designated by Chrome River in its sole discretion and that Chrome River generally offers to its other customers in Chrome River's sole discretion, and at no additional charge. Chrome River may from time to time schedule downtime for maintenance and upgrades. Chrome River will provide Customer notice of any scheduled downtime, including any scheduled user disruption, at least two (2) weeks in advance. Chrome River will provide Customer notice of any emergency downtime at least twenty-four (24) hours in advance, where possible.

(c). **Data Storage & Backup.** The Service includes online data storage and daily data backups of Customer Data. Chrome River also maintains a replicated copy of the full database at a secondary data center.

9. **Professional Services.** From time to time, the Parties may agree upon an Order Form for professional services. In consideration of Customer's payment of the applicable fees and expenses set forth in the Order Form for professional services, Chrome River will provide Customer the professional services set

forth therein, which may include attendance at designated training sessions provided by Chrome River as set forth therein ("**Professional Services**"). Training may be conducted at Chrome River's training facility, at Customer's location, or by teleconference, as set forth in the Order Form.

10. Fees & Payment.

(a). **Subscription Fees.** Except for the initial 30 days, which is provided free of charge, Subscription Fees (set forth in each Order Form) are payable net ten (10) days by Wells Fargo VISA Commercial Card payment after receipt of a proper monthly invoice. The subscription fee start date begins on the

order date. Chrome River must be notified of any billing discrepancies within one hundred and twenty (120) days after the date of the applicable receipt to be eligible to receive an adjustment or credit (if any). Price increases after the initial five (5) year contract term will be limited to the increase of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

(b). **Setup Services Fees**. Any initial Setup Services Fees (set forth in each Order Form) are payable based on the payment terms set forth in the applicable Professional Services Order Form.

(c). **Other Fees**. All other fees and expenses (set forth in each Order Form) will be invoiced and are payable net ten (10) days by Wells Fargo VISA Commercial Card payment after receipt of a proper invoice. Such other fees and expenses along with the Subscription Fees and Setup Services Fees are collectively "**Fees**".

(d). **Late Payment**. Any late payment shall bear interest at the rate of one percent (1%), or the maximum legal rate if less, per month or fraction thereof until paid.

(e). **Certain Taxes**. Fees quoted do not include and Customer shall pay, indemnify and hold Chrome River harmless from all sales, use, gross receipts, value-added, GST, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Chrome River. It is understood that VCU is a fully tax exempt organization and the above language is provided for clarification purposes.

11. Confidential & Proprietary Information.

(a). **Definitions**. For purposes of this section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential & Proprietary Information**" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Customer hereby acknowledges that the Service (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential and Proprietary Information belonging exclusively to Chrome River (or its designated third party supplier), and Chrome River hereby acknowledges that Customer Data will be considered Confidential and Proprietary Information belonging exclusively to Customer, in each case regardless of whether or not marked as "confidential" or "proprietary". Discloser's Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser's Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

(b). <u>Covenant.</u> Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential & Proprietary Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential & Proprietary Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). <u>Injunctive Relief.</u> Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages.

12. Warranties and Disclaimers.

(a). <u>Limited Noninfringement Warranty.</u> Chrome River represents and warrants that, to the best of its knowledge as of the date the Service (and each update thereto) is first made available hereunder, the Service, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's trade secret recognized under the Uniform Trade Secrets Act, any copyright, or United States patent issued as of the Effective Date.

(b). <u>Limited Performance Warranty.</u> Chrome River represents and warrants that it will make commercially reasonable efforts to cause the Service to operate substantially in accordance with the applicable Documentation during the Subscription Period; provided, that (i) the Service is implemented, operated, and used in accordance with all instructions supplied by Chrome River, including the Documentation; (ii) Customer notifies Chrome River of any such defect within ten (10) calendar days after the appearance thereof and Chrome River is able to reproduce the error; (iii) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (iv) the nonconformity did not result from any Customer or third party services, software, hardware or other equipment that affect the performance of the Service, including failed internet connections; (v) the nonconformity did not result from any modifications to the Software or Services other than by Chrome River or its authorized representatives, or (vi) the nonconformity did not result from any other causes outside of Chrome River's reasonable control (subsections (i), (iv), (v), and (vi) are collectively, the "Exceptions"). Chrome River shall, as Customer's sole and exclusive remedy, use commercially reasonable efforts to correct reported failures to comply with this warranty, in accordance with Section 8(a) ("Web Support").

(c). <u>Warranty Disclaimer.</u> EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 12 ("WARRANTIES AND DISCLAIMERS") THE SOFTWARE, DOCUMENTATION, SERVICES, PROFESSIONAL SERVICES AND ANY

- OTHER PRODUCTS AND SERVICES PROVIDED BY CHROME RIVER TO CUSTOMER ARE PROVIDED "AS IS" AND CHROME RIVER HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. CHROME RIVER DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

13. Indemnity. Chrome River shall defend at its expense any suit brought against Customer and will pay any settlement Chrome River makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party alleging that Chrome River has violated Section 12(a) ("Limited Noninfringement Warranty"); provided that Chrome River is given prompt notice of the claim and sole control over the defense and any settlement thereof and Customer reasonably cooperates with Chrome River (at Chrome River's expense) to facilitate the settlement or defense of any claim in accordance with Chapter 5, Title 2.2 of the Virginia Code. Chrome River is not obligated under this section to the extent any claim arises from Customer's breach of this Agreement or use of the Service in combination with any software, data, or technology not supplied by Chrome River (where there would be no claim, but for such combination). If any portion of the Service becomes, or in Chrome River's opinion is likely to become, the subject of a claim of infringement, Chrome River may, at Chrome River's option: (a) procure for Customer the right to continue using the Service; (b) replace the Service with non-infringing software or services which does not materially impair the functionality of the Service; (c) modify the Service so that it becomes non-infringing; or (d) terminate this Agreement and upon such termination, Customer will immediately cease all use of the Services. Chrome River shall refund to Customer any fees paid for services not provided. This Section 13 states the sole and exclusive remedy of Customer and the entire liability of Chrome River for infringement claims and actions.

14. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

(a). Amount. EXCEPT FOR PERSONAL INJURY AND PROPERTY DAMAGE OR AS EXPRESSLY PROVIDED BY THIS AGREEMENT, NEITHER PARTY IS LIABLE FOR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT EXCEEDING SIX (6) MONTHS' FEES PAYABLE UNDER THE ORDER FORM AT ISSUE. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT. IN NO EVENT SHALL CHROME RIVER'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

(b). Type. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL, OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY), ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL CHROME RIVER BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES EXCEPT IN THE CASE OF BREACH BY CHROME RIVER.

15. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted by fax machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the Official Contact designated on the signature page hereof. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

16. Termination.

(a). <u>Generally.</u>

VCU reserves the right to cancel and terminate any Order Form or this Agreement, in part or in whole, without penalty, upon sixty (60) days written notice to Chrome River. Any Order Form or this Agreement may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve Chrome River of the obligation to deliver and/or perform on all outstanding orders up until the effective date of cancellation. In the case of termination by Chrome River, fees paid by Customer will be refunded for any portion of a subscription period in which services were not provided.

(b). <u>Survival.</u> Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both Parties (except for Customer's payment of all sums then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (b) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return all Confidential Information of the other Party, as set forth Section 11 ("Confidential & Proprietary Information"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 11 ("Confidential & Proprietary Information"), Section 12(c) ("Warranty Disclaimer"), Section 14 ("Limitation of Liabilities"), Section 16(b) ("Survival"), and Section 17 ("General Provisions"). Upon termination, if requested, Chrome River shall make a final backup of Customer Data and provide the backup media to Customer at actual cost.

17. General Provisions.

(a). <u>Assignment.</u> Neither Party may assign this Agreement to any third party without the other Party's prior written consent, except this Agreement may be assigned by either Party (i) to any party that controls, is controlled by, or is under common control with such Party, or (ii) pursuant to a transfer of all or substantially all of such Party's business or assets, whether by merger, sale of assets, sale of stock, or otherwise. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). <u>Dispute Resolution:</u> In the event of any dispute between the parties, Customer and Chrome River agree that they will make good faith efforts to resolve their differences, with the assistance of a mediator selected by mutual agreement. Mediation will take place in Richmond, VA unless agreed otherwise. Each party shall bear its own associated expenses, including attorneys' fees, and the parties agree to equally share the mediator's fees and ancillary expenses. Under no circumstances will there be binding arbitration.

(c). <u>Choice of Law.</u> This Agreement and any action related thereto shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Virginia, without regard to conflicts of law principles that require the application of the law of a different state. The Parties will initiate any lawsuits in Richmond, Virginia and irrevocably consent to exclusive personal jurisdiction and venue therein. The U.N. Convention on Contracts for the International Sale of Goods and the Unfair Contracts Act in the United Kingdom shall not apply to this Agreement.

(d). <u>Compliance with Export Regulations.</u> Customer has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to
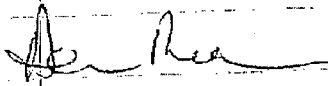
the importation, exportation, or use of the technology to be developed or provided herein. Customer shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).
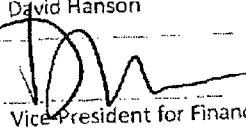
(e). **European Union Residents.** If Customer resides in the European Union (EU) or if any transfer of information between Customer and the Service is governed by the European Union Data Protection Directive or national laws implementing that Directive, then Customer consents to the transfer of such information outside of the European Union to its country and to such other countries as may be contemplated by the features and activities provided by the Service.

(f). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(g). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control.

(h). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the unenforceability of any provision in the subsections titled Limited Performance Warranty.

(i). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(j). **Independent Contractors.** Customer's relationship to Chrome River is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Chrome River.

(k). **Entire Agreement.** This Agreement, VCU's Two-Party Contract and Purchase Order constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

The "Effective Date" of this Agreement shall be   Upon full execution by both parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By	Chrome River Technologies
Name (printed)	Alan Rich
Name (signed)	
Title	CEO
Date	9/19/2012

By (Customer)	Virginia Commonwealth University
Name (printed)	David Hanson
Name (signed)	
Title	Vice President for Finance and Administration
Date	9.25. 2012

Order Form – EXPENSE Professional Services

CUSTOMER

Customer	Virginia Commonwealth University
Agreement No.	
Agreement Date	September 19, 2012

ORDER INFO

Order Number	
Order Start Date	As specified on P.O.
Regional Director	Frank A. Davis, Jr.

THIS ORDER FORM is entered into under the terms of a certain Subscription Agreement between Chrome River Technologies, Inc. ("Chrome River") and "Customer" (listed above). In the event of any conflict between this Order Form and the Agreement, the Order Form shall control, except that the Agreement shall govern all issues relating to intellectual property rights, confidential information, warranty, indemnity and liability issues.

ORDER DETAILS

Description	Qty	Rate	Total (USD)
Chrome River EXPENSE – "Assured Success" Setup Services			$ 21,500.00
CAS Integration Services			$3,000.00
Total:			$24,500.00

- $8,500 due at execution
- $8,000 due 60 days from Order Start Date
- $8,000 due 120 days from Order Start Date

Includes:

1. General Project Management
   - Project status and update calls
   - Data integration templates for: people, matters, credit cards, and personal charges
   - Illustration of sample system screens, compliance and routing rules design options
2. Design and deliver Chrome River EXPENSE Entry Screens per agreed Customer specifications
   - Web meeting to demonstrate and review design
   - Provide QA environment for Customer testing
   - Provide two 1-hour Lead Group web training sessions
3. Define and deliver Chrome River EXPENSE Compliance & Routing Rules
   - Provide web training on the operations of the Chrome River Rules Engine
   - Define Roles for approval routing rules
   - Web meeting to demonstrate and review Compliance & Routing Rules
4. Provide training for Administrative Tools
   - Configuration: People, Matter, Entity and General Ledger Mapping
   - Routing: Inquiry, Move and Reset
   - Export: On Demand
5. Blueprint for Firm Rollout Plan
   - Training and communication plan
   - Release/Rollout
6. End User Training
   - Provide six (6) web-based or on-site End User training sessions
   - Sessions may be recorded. Travel Expenses not included.
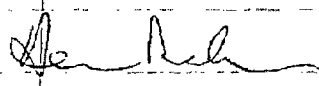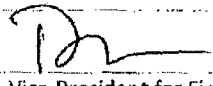
Additional Options

Additional training (fee per hour)		$ 250.00
Additional onsite training (fee per hour plus travel expenses; minimum 8 hours/day)		$ 250.00
Non-standard customer support and development services (fee per hour)		$ 250.00
Travel Expenses. All reimbursable costs consisting of but not limited to reasonable travel (airfare via coach class), accommodation and related incidental expenses shall be reimbursed in accordance with VCU's Travel Policies and Procedures and shall be payable net ten (10) days upon completion of service and upon receipt of a proper invoice, whichever occurs last.		

All prices are quoted and shall be paid in US Dollars.

Customer acknowledges that in entering into this Order Form, it has not relied upon the future availability of any Service or Update. Fees hereunder are non-cancelable and sums paid are non-refundable, except as expressly stated in the Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By	Chrome River Technologies	By (Customer)	Virginia Commonwealth University
Name (printed)	Alan Rich	Name (printed)	David Hanson
Name (signed)		Name (signed)	
Title	CEO	Title	Vice-President for Finance and Administration
Date	9/19/2012	Date	9.25.12

Customer Contact for Implementation Services

Name	Kaitlin Kelly
Tel	804-828-1078
Email	Kellykm3@vcu.edu

CHROMERIVER

Order Form – EXPENSE Subscription

CUSTOMER

Customer	Virginia Commonwealth University
Agreement No.	
Agreement Date	September 19, 2012

ORDER INFO

Order Number	
First Payment Date	30 days after Order Start Date specified on P.O.
Regional Director	Frank A. Davis, Jr.

THIS ORDER FORM is entered into under the terms of a certain Subscription Agreement between Chrome River Technologies, Inc. ("Chrome River") and "Customer" (listed above). In the event of any conflict between this Order Form and the Agreement, the Order Form shall control, except that the Agreement shall govern all issues relating to intellectual property rights, confidential information, warranty, indemnity and liability issues.

ORDER DETAILS

Description	Qty	Rate	Total (USD)
Chrome River EXPENSE – Enterprise Subscription Plan	2,032	$ 3.50	$ 7,112.00
Phased Incentive Schedule:			
• Month 1 (0%) .... $ 0.00			
• Months 2 - 5 (50%) .... $ 3,556.00			
Additional Higher Education Strategic Account Incentive:			
• Monthly Subscription w/ 1 University (10% discount)........$ 6,400			
• Monthly Subscription w/ 2 Universities (20% discount)........$ 5,690			
• Monthly Subscription w/ 3 Universities (30% discount)........$ 4,979			
• Monthly Subscription w/ 4 Universities (40% discount)........$ 4,267			

Monthly Enterprise Subscription Fee

This fee is based upon the number of Customer's employed full-time Faculty ("Qty") at the "Rate" per Faculty per month and provides unlimited enterprise access for all Customer Personnel. Chrome River and Customer agree that the number of Faculty employed by Customer shall be reviewed and the fee revised (if necessary) annually 30 days prior to the anniversary of the Order Start Date, with such fee revision taking effect on the anniversary date. In addition, this review and revision will also automatically take place upon any Customer organizational change (including but not limited to mergers, acquisitions, downsizing) or any hiring or firing of personnel, which results in a 10% or greater increase or decrease in the number of Faculty employed by Customer, with such fee revision taking effect upon the next billing period. Customer agrees to provide Chrome River notice of any such change within thirty (30) days after such change. Customer shall pay the Monthly Enterprise Subscription Fee regardless of use of the Service. No charge for the first 30 days as reflected in the First Payment Date. In the event of project delays caused by Chrome River, Chrome River will extend the 50% "Phased Incentive Schedule" as necessary to account for those delays.

Service includes:

- Unlimited expense reports
- Software upgrades and enhancements
- Standard customer support
- Data storage and receipt image storage
- Daily foreign exchange currency rate imports
- Processing of regular Customer data feeds
- Corporate Card expense integration (nominal fees directly from corporate card provider may be
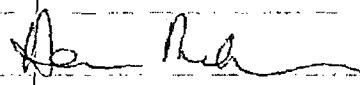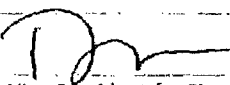
> required and are the responsibility of Customer)
> - Customer Personnel may access the Service on any number of computers to process transactions

All prices are quoted and shall be paid in US Dollars.

Customer acknowledges that in entering into this Order Form, it has not relied upon the future availability of any Service or update. If any Professional Services are being purchased from Chrome River or its affiliates, it is acknowledged that Professional Services may be purchased separately from the Service and the price for Professional Services does not depend on the purchase of the Service. Subscription Fees are non-cancelable for the stated Subscription Period and sums paid are non-refundable, except as expressly stated in the Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By	Chrome River Technologies	By (Customer)	Virginia Commonwealth University
Name (printed)	Alan Rich	Name (printed)	David Hanson
Name (signed)		Name (signed)	
Title	CEO	Title	Vice-President for Finance and Administration
Date	9/9/2012	Date	9.25.12