VCU Procurement Services

Procurement Services
University Purchasing

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

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

Date: March 16, 2023

Erin Shy
Watermark Insights, LLC
71 W. 23rd Street
New York, NY 10010

RE: Contract #: 7390554AA
Extension of Contract

Dear Erin Shy,

The Virginia Commonwealth University (VCU) contract for the Planning, Assessment, and Accreditation System will expire on April 29, 2023. VCU wishes to extend this contract for a period of one (1) year, through April 30, 2024.

Your signature constitutes your firm's acceptance of this contract extension. Please return this document by March 30, 2023. Please e-mail the completed form to lofgreenj@vcu.edu. If you have any questions, please contact me at 804-628-2897.

Products and services shall be provided in accordance with the contract during the contract extension period.

Sincerely,

Jason Lofgreen

Jason Lofgreen, CUPO
Category Manager

Contract #: : 7390554AA

RESPONSE:

Watermark Insights, LLC

Name of Firm

DocuSigned by:

Erin Shy

08794BAE15F24BB...

Signature

Erin Shy

Name Printed

CEO

Title

3/16/2023

Date

DS

WL

Watermark Legal

VCU Procurement Services

February 1, 2022

Procurement Services
University Purchasing

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

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

Watermark Insights

RE: Contract #: : 7390554AA Planning, Assessment and Accreditation System
Renewal No.: 2 of 2

Dear Ms. Geisler:

Your firm's contract with Virginia Commonwealth University (VCU) for Planning, Assessment, and Accreditation expires on 4/29/2022. VCU intends to exercise the renewal of this contract for the second and final renewal period.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

Services shall be provided in accordance with the contract for the renewal period April 30, 2022 through April 29, 2023.

____ ~~Pricing remains the same as the previous contract period~~.

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

X 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 March 30, 2022. Your response may be emailed to me at aranthes@vcu.edu.

Sincerely,

Amy Anthes
Category Manager

Contract #: : 7390554AA Planning, Assessment and Accreditation System

RESPONSE:

Watermark Insights, LLC

Name of Firm

DocuSigned by:

Erin Shy

08794BAE15F24BB...

Signature

Erin Shy

Name Printed

CEO

Title

2/1/2022

Date

Annex A – Pricing

	Three Year Initial Term (billed annually) with 2 Optional One Year Renewals
Year 1	$98,500.00
Year 2	$101,455.00
Year 3	$104,498.65
Year 4	$109,723.58
Year 5	$115,209.76

VCU Procurement Services

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: 7390554AA

This contract entered into by Watermark Insights, LLC, 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 the date of the last affixed signature for a period of three (3) years, with two (2) successive one (1) 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, in order of precedence in the event of conflict or inconsistency among provisions, shall consist of:

(1) This signed form;
(2) The negotiated modifications and clarifications dated April 9, 2018, and the negotiated pricing dated April 19, 2018;
(3) The Request for Proposals # 7390554AA dated March 24, 2017 including Addendum 1 dated April 7,2017 and Addendum 2 dated April 12, 2017;
(4) The Watermark Organization Subscription Agreement (OSA) and the Watermark Privacy Policy dated April 19, 2018.
(5) The Contractor's Proposal dated April 21, 2017;

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:

Watermark Insights, LLC

By: DocuSigned by: Aitken Thompson
CA5039C0BF564E0...

Name Printed: Aitken Thompson

Title: Chief Administrative Officer

Date: 4/30/2018

PURCHASING AGENCY:

Virginia Commonwealth University

By: Patricia Perkins

Name Printed: ~~Karol Kain Gray~~ Patricia Perkins

Title: ~~VP Finance and Budget~~ AVP Finance and Controller

Date: 4/30/2018

April 9, 2018

Ms. Amy Anthes, VCO
Senior Buyer
Virginia Commonwealth University Procurement Services

Dear Amy,

I have included responses for the negotiation questions we received on April 4 along with supporting documents which are attached to this correspondence.

Please note that pricing options offered in this response (Page 3) are valid if contracted by April 20, 2018.

Austen and I are available to clarify any of our responses as needed, please just let me know.

We look forward to extending our partnership with Virginia Commonwealth University!

Best regards,

Benj M. Coulter

Benjamin M. Coulter, Ed.D.
Senior Director, Campus Solutions
Watermark, LLC
71 W. 23rd Street
New York, NY 10010
bcoulter@watermarkinsights.com
828-550-0102

1. **Pricing table for requested licensing configurations (valid if contracted by April 20, 2018):**

SUBSCRIPTION SERVICE FEE-ENTERPRISE SITE LICENSE
Taskstream by Watermark™, Aqua by Watermark™, and the Learning Achievement Tools (LAT)
[LAT for all undergraduate students at VCU]

	5-Year Initial Term (billed annually)	3-Year Initial Term (billed annually) with Two Optional 1-Year Renewals	1-Year Initial Term with Four Optional 1-Year Renewals
Year 1	$98,500.00	$98,500.00	$98,500.00
Year 2	$101,455.00	$101,455.00	$103,425.00
Year 3	$104,498.65	$104,498.65	$108,596.25
Year 4	$107,633.61	$109,723.58	$114,026.06
Year 5	$110,862.62	$115,209.76	$119,727.37
Total Savings vs. 1-Year Initial Term Agreement	$21,324.88	$14,887.68	N/A

watermark™
71 W 23rd Street, New York NY 10010 ▸ T 800.311.5656 ▸ F 212.868.2947

2. Initial license term effective after implementation and acceptance:

Watermark's enterprise licensing offered in the proposal includes implementation planning as an inherent part of the service and involves active use of the service through administrative user accounts issued to client administrators during implementation planning with our implementation managers and consultants. As such we regard implementation planning part of the licensed term of service, effective upon date of contract signature/acceptance.

3. Optional onsite training:

Consistent with revised pricing that was offered on the response dated January 24, 2018, Watermark is pleased to offer VCU one (1) day of complimentary onsite training conducted during the first license year of service. Any additional onsite training days (consecutive after the complimentary day, or conducted in the future) are offered at a flat-rate of $3,000 per day, per trainer. The per day, per trainer flat-rate is inclusive of all trainer costs including travel expenses.

4. Providing user demo areas:

Watermark is pleased to provide demo/guest areas for use with practice and training in the AMS, LAT, and Aqua systems.

5. Tracking changes:

The AMS system automatically creates a chronological log of edits and activity including: date/time stamps; actions; user names; and optional comments for edits on all planning template elements.

While we are unable to share specific upcoming feature enhancements and associated release dates, Watermark has a demonstrated commitment and aggressive agenda for continually updating our solutions with improvements. We actively solicit consultation and recommendations for improvements with and from our client community, and happy to engage with VCU for development suggestions.

6. Audit capabilities with Watermark's solutions:

All three systems (AMS, LAT, and Aqua) incorporate a variety of tools for auditing interaction and work within Watermark, including: date/time activity logs; check-outs/check-ins; due dates; subscriber login/logout reports; review feedback/evaluation history & submission revisions.

7. **Periodic deletion of PII/university data:**

   Watermark's solutions traditionally host minimal PII data on individual users (primarily names and email addresses for provisioning user accounts), and, at the discretion of VCU, may host some demographic which can be used to query/filter some reports.

   While it may be possible for periodic deletion of PII data, we would like to learn more about this specific use case and be better positioned to respond including any advisories on consequences that data deletion may have for longitudinal reporting in our assessment solutions.

8. **VPAT Template:**

   VPAT template attached via email to this response.

9. **Documentation of Watermark corporation:**

   Please see attached W9 form to email response and copy of documentation provided to Longwood University on Page 6 of this document. Watermark is pleased to provide an edited version of the Longwood documentation for VCU upon request.

10. **Registration of Watermark as an eVA Vendor and copy of W9 form:**

    Watermark has submitted application to eVA for registration under our corporate name and are waiting for confirmation from eVA.

    Please see Watermark's W9 form attached via email to this response.

11. **Terms and Conditions in original RFP to supersede Watermark Terms and Conditions:**

    Watermark so acknowledges.

12. **Organizational Subscription Agreement (OSA) edits:**

    Watermark has revised the OSA; please see the revised OSA attached via email for this response (**WM_VCU Organizational Subscription Agreement_Valid through 20APR2018 FINAL 09APR2018**). We are available to schedule a conference call to discuss any areas for further clarification.

watermark
71 W 23rd Street, New York NY 10010 ▸ T 800.311.5656 ▸ F 212.868.2947

13. Remarks on Watermark's Privacy Policy (End User License Agreement...EULA):

Watermark considers the EULA a standardized agreement and blanket terms of use between individual End Users of the service and Watermark, separate from the Organizational Subscription Agreement (OSA). The nature and intent of the EULA is not punitive, but instead is meant to be comprehensive covering a broad range of contingencies and conditions for all End Users and all methods of subscription to the service (i.e., student purchased individual accounts, campus-wide site licenses, etc.).

The EULA has essentially remained in its current form for the past 15 + years. It has been acknowledged & accepted by literally millions of Watermark End Users to date and is currently in effect for those End Users of the service. As such we are unable to modify the EULA for individual institutions.

Annex A – Pricing

ENTERPRISE SITE LICENSE-VIRGINIA COMMONWEALTH UNIVERSITY Taskstream by Watermark™, Aqua by Watermark™, and the Learning Achievement Tools (LAT) [LAT for all undergraduate students at VCU]	
	Three-Year Initial Term (billed annually) with 2 Optional One-Year Renewals
Year 1	**$98,500.00**
Year 2	**$101,455.00**
Year 3	**$104,498.65**
Year 4	**$109,723.58**
Year 5	**$115,209.76**

VIRGINIA COMMONWEALTH UNIVERSITY

VCU

Request for Proposals

RFP #: 7390554AA

RFP Title: Planning, Assessment and Accreditation System

Issuing Agency: Virginia Commonwealth University

Using Dept.: Institution Wide

Issue Date: March 24, 2017

Closing Date: April 25, 2017 at 11:00 A.M.

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS

VASCUPP

A VASCUPP Member Institution

Request for Proposals RFP #7390554AA

Issue Date: March 24, 2017

Title: Planning, Assessment and Accreditation System

Send all Proposals To: Virginia Commonwealth University
RFP #7390554AA
Attention: Amy Anthes
912 W Grace St, 5th floor
Richmond, Virginia 23284

Proposals Shall Be Received Until April 25, 2017 at 11:00 A.M.

Direct ALL inquiries concerning this RFP to: Amy Anthes, Senior Buyer at aranthes@vcu.edu

Contract term will be for one (1) year from date of execution, with four (4) optional one (1) year renewals.

Questions concerning this RFP must be received via email no later than April 4, 2017 at 3:00 P.M.

This Request for Proposals & 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 HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7390554AA ATTN: Amy Anthes, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23298-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7390554AA ATTN: Amy Anthes, PO BOX 980327, RICHMOND, VA 23298-0327. 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's Department of Procurement Services. Any Work Relative To This Request for Proposals 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 COMPANY:

______________________	Date: ______________________
______________________	By (***Signature In Ink***): ______________________
____________ Zip Code ____________	Name Typed: ______________________
E-Mail Address: ______________________	Title: ______________________
Telephone: ( ) ______________________ **Toll free, if available**	Fax Number: ( ) ______________________ **Toll free, if available**
DUNS NO.: ______________________	FEI/FIN NO.: ______________________

REGISTERED WITH eVA:	( ) YES ( ) NO	SMALL BUSINESS:	( ) YES ( ) NO
VIRGINIA DSBSD CERTIFIED:	( ) YES ( ) NO	MINORITY-OWNED:	( ) YES ( ) NO
DSBSD CERTIFICATIONS#:	____________	WOMEN-OWNED:	( ) YES ( ) NO

A Pre-Proposal conference will not be held. See Section V herein.

THIS SOLICITATION CONTAINS 36 PAGES.

TABLE OF CONTENTS

I. **PURPOSE:**

The intent and purpose of this Request for Proposals (RFP) is to solicit proposals from qualified suppliers for an institution wide planning, assessment and accreditation system at Virginia Commonwealth University (the lead issuing institution and hereafter referred to as "the University" or "VCU"), an agency of the Commonwealth of Virginia.

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.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

II. **GOVERNING RULES:**

This solicitations is issued in accordance with the provisions of:

A. Purchasing Manual for Institution of Higher Education and their Vendors (https://vascupp.org)

B. Rules Governing Procurement of goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the commonwealth of Virginia (https://vascupp.org)

III. **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.

IV. **THE UNIVERSITY:**

Virginia Commonwealth University (VCU) is a large urban University located in Richmond, Virginia. The University has 13 schools and 1 college offering over 220 undergraduate, graduate, doctoral and certificate programs, and conducted over $270 million in sponsored research in fiscal year 2016. With more than 31,000 students and 21,000 full- and part-time employees in both VCU and VCU Health, the

University is recognized as both one of the largest Universities in Virginia, and the largest employer in Richmond.

Additional information is available at:
http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_The_University.pdf

V. **PRE-PROPOSAL CONFERENCE:**

A pre-proposal conference will not be held. Questions submitted by April 4, 2017 will be responded to in an Addendum posted to the eVA website, www.eva.virginia.gov.

VI. **STATEMENT OF NEEDS:**

A. Scope and Introduction

1. VCU is seeking a planning, assessment and accreditation management solution that will provide an integrative platform and function interface for institution wide use. The system should provide a robust reporting capability that supports continuous improvement at the initiative, program, department, college, and school levels. The solution must support student learning outcomes and external accreditation activities to include academic program review and administrative support services review.
2. VCU currently uses WEAVEonline for student learning outcomes assessment and Xitracs for SACSCOC accreditation and faculty credentials.
3. VCU enrolls more than 31,000 students in more than 220 degree programs among 18 colleges, schools, and centers. Solution participants will include representation from degree programs, deans' and directors' offices, units reporting to the Divisions of Finance and Administration, and teams organized for program and regional accreditation reporting.
4. The solution will need to include transitioning the faculty and staff supporting student learning outcome assessments from the existing system to the new system.

B. The Offeror's proposed solution shall meet the following mandatory requirements:

1. Planning, Assessment and Budget Management:
    a. Manage academic and non-academic assessment across the University to document planning and budget needs.
    b. Document and coordinate assessment and strategic plans, periodic program reviews, annual reports and corresponding action plans.
    c. Tie outcomes and assessment results directly to action items and report on the status of initiatives, goals achieved, and budgets for planned improvement actions.
    d. Track action items by unit, monitor associated budget requests, and review them across one or more planning cycles.
    e. Track progress for projects requiring long-term planning.
    f. Align/map goals and outcomes from the course/unit level to goals, standards, outcomes and objectives at various levels across the institution, up to the institutional mission and strategic plan.
    g. Manage a wide variety of assessment data from multiple units/levels for comprehensive planning.
    h. Define any number and type of outcomes as well as any number and type of assessment methods for each outcome. Student learning outcomes could include, but are not limited

to, general education outcomes, individual course outcomes, program-level outcomes. Assessment methods could include, but are not limited to, student papers and projects, capstone course projects, portfolio evaluation, nationally normed tests, surveys and interviews. Academic program review outcomes could include, but not be limited to, faculty scholarship and productivity, student persistence, time-to degree and graduation rates.

i. Manage program reviews for academic and non-academic areas using templates customized by the University. Outcomes and goals from the assessment process must be able to be seamlessly linked to program review items within the solution.

j. Assign metrics for review in particular years. A program or unit must be able to indicate the frequency that outcomes are assessed.

k. Allow flexibility in the length and frequency of assessment cycles for different entities in the hierarchy; annual cycle for student learning outcomes vs. 6-8 program review; academic vs. non-academic.

l. Create customized assessment templates for different entities in the hierarchy to include the ability to change the order, labels and other descriptive information.

m. Align relationships between course objectives and an academic program with institutional objectives in a parallel or hierarchical format.

n. Configure, manage and document a systematic review and quality assurance process to allow for review of collected information throughout the assessment and planning process.

2. Data Collection and Creation Requirements:

a. Collect assessment data and manage assessment plans in the same solution. Provide the technology for collecting and managing assessment data offered in the same platform.

b. Create rubrics and attach them directly to measures in multiple assessment plans.

c. Enable juried assessment with easy upload of digital work in bulk including ability for calculation and data analysis within the system.

d. Support entering and tracking rubric-based and narrative feedback on artifacts by multiple users, including examining inter-rater reliability.

e. Enable and document rubric-based and narrative feedback on assessment practices for program and administrative units.

f. Allow seamless upload of artifacts created externally from institutional platforms (e.g. Blackboard, Word Press).

g. Share documents/ data in accordance with level of user access or with specified users.

h. Upload supporting files, store them in a user-friendly manner that maintains role-based access, and link them to multiple assessment components.

i. Provide a library of resources with instruments built by higher education institutions and pre-built rubrics, including the American Association of Colleges & Universities VALUE rubrics.

j. Allow calendaring of target dates, completion dates, and generate auto reminders.

k. Text editor resembles Word and can copy/paste from external documents.

l. Allow for institutional document library or repository for evidence.

m. Import data from other VCU systems (e.g., Banner, WEAVEonline)

n. Text, hyperlinks, graphics are supported in narratives

3. Assessment, Planning and Budgeting Management Reports Requirements

   a. Produce meaningful standard and ad hoc/custom reports. Reports must be customizable to specific nomenclature, data elements and entity groups.

   b. Save and share ad hoc/custom report parameters and generate saved reports in real time.

   c. Run reports that summarize/aggregate assessment practices, results, etc. across units in relation to shared, overarching goals/ outcomes and across multiple cycles.

   d. Generate reports to analyze outcomes and/or standards assessed across multiple measures, courses and programs.

   e. Produce reports in multiple formats, including Excel, CSV, Microsoft Word, HTML and PDF.

   f. Add custom logos and graphics within the application and on reports.

4. Accreditation Management Requirements

   a. Create documents required by regional, national and program level accreditors. User should have the ability to set all levels of permissions and the ability to set sections as confidential.

   b. Provide up to date and pre-loaded templates for forms and reports required by SACSCOC, AACSB,ABET, ABET-CAC, ABET-EAC, ABGC, ACEJMC, ACEN, ACOTE, ACPE (Association for Clinical Pastoral Education), ACPE (Accreditation Council for Pharmacy Education), APA, CACREP, CAMPEP, CANAEP, CAHME, CAPTE, CCNE, CDA, CEPH, CIDA, CRE, CSWE, FSEPAC, JRCENMT, JRCERT, LCME, NAACLS, NASAD, NASD, NASPAA, NASM, NAST NCATE, PAB and other accrediting bodies as needed.

      The contractor should provide customer contact regarding updated templates based on new standards developed by accrediting agencies and make the templates available on an as-needed basis.

   c. Develop additional templates from pre-loaded options.

   d. Easily upload and manage supporting documentation in multiple file formats for use in multiple accreditation reports, with the ability to track where each document is linked. The solution should include the ability for libraries to be established by an accrediting agency with a set of electronic files for each section and standard within each agency.

   e. Support multiple authors and tracked changes. The solution should allow for monitoring and facilitating by multiple people and should have a track changes option.

   f. Seamlessly integrate assessment data and other data maintained in the solution into accreditation reports.

   g. Make all compiled accreditation forms and supporting documentation available on a CD/DVD or USB flash drive in a format that is acceptable for submission to the accrediting agency.

   h. Automatically generate the four column SACSCOC faculty roster form based on data maintained in the system and course data from Banner, with live links to faculty credentials and course syllabi.

   i. Provide custom report options to display faculty credentials data to meet program accreditation report requirements and to generate lists of faculty based on criteria such as department, discipline, degree, terminal degree, rank, awards, etc.

j. Allow individual faculty to access and update their individual profile and to create customized CVs.

k. Allow calendaring of target dates, completion dates, and generate auto reminders.

l. Allow for production of audit trail.

m. Customizable homepage for accreditation reports.

n. Has hyperlink testing capability.

C. Requirements for Additional Applications: The items listed below are not strict requirements for the solution, but are desired by the University, and will be given additional consideration.

1. E-portfolios

   a. Link e-portfolio artifacts directly to specific assessment outcomes at various levels across the institution.

   b. Create structured templates as well as allow students to build their own creative portfolio.

   c. Share portfolios with internal and external audiences such as potential employers or admissions committees in multiple formats (i.e. published to the web, printed, or saved as a single file).

   d. Upload multiple file formats, including video and audio, to a portfolio.

   e. Track and analyze data gleaned from portfolio related activities.

   f. Monitor engagement in portfolio development and evaluation.

   g. Provide both formal and informal feedback to students using rubrics, forms and comments.

   h. Generate reports in real time with direct links to archived learning artifacts and allow filtering of data to analyze student performance.

   i. Maintain student artifacts and portfolios so that students can access them after they leave the University.

2. Field Experience and Placement

   a. Provide essential clinical experience and internship support for the health professions, counseling, social work, education and the social sciences.

   b. Create multiple customized templates for placement site date (including contact information and site demographics) and cooperating staff data (including experience and credentials) to meet the needs of student teaching, clinical field experience, internships and other remote educational experiences such as study abroad programs.

   c. Integrate with faculty credentials to link to and track University supervisors.

   d. Allow students to submit placement application forms online.

   e. Match student applications with cooperating sites and staff maintained in the solution.

   f. Collect key demographic data and descriptive statistics for a variety of student activities outside the classroom experience.

   g. Easily collect field experience assessments from cooperating site staff who are not associated with the University.

   h. Manage and report on placements, University supervisor assignments, cooperating site staff, and the status of applications and assessments based on multiple criteria, including location (state where site is located), academic program, and specific course requirement.

i. Integrate with e-portfolios for student artifacts related to field experience.

D. Usability Requirements

1. Easily accommodate changes in the entity hierarchy without loss of data and/or need to reenter data (e.g. change in school, change in department).
2. Present a visual interface that is user-friendly, provides multiple ways to access solution components, and limits the number of clicks to move from one function to another. Additionally, the web-based platform should allow users access from any environment.
3. Provide a real-time dashboard view of program/unit assessment activities, progress toward meeting goals and deadlines. The dashboard should include the following:
    a. early alert functions which are useful in increasing timeliness.
    b. planning pages directly linked to SACSCOC standards
    c. tools for manipulating and representing data
    d. a report function that provides an overall view of deadlines and dates
4. Quickly view details about specific assessment plans to evaluate progress as well as see summarized results from multiple programs/ departments
5. Describe how product(s) addresses accessibility to ensure the application conforms to accessibility guidelines and standards.

E. Support and Training Requirements

1. Service and support 24/7/365 available to Customer via telephone, e-mail, fax and remote access. An on-line help component should be available.
2. On-site consultation and training for identified University staff must be included with implementation.
3. Optional on-site training, support, or upgrade service for the product.
4. Options for requesting escalation for situations where rapid response or additional expertise is needed.
5. Training materials and documentation must accompany training sessions.
6. Training must include administration of application, assessment plan configuration and management, accreditation configuration and management, customization, report writing, creation of templates, rubrics and scales for electronic portfolios, managing assessment of portfolios, creating and administering surveys, generating output, and advice on training other users.

F. Technical, Security and Maintenance Requirements:

1. Support role-based access to data in which user roles can be set up to facilitate authorization to access, review and contribute content.
2. Secure, web-based hosted service accessible from any major web browser including Google Chrome, Mozilla Firefox, Internet Explorer and Safari.
3. Data backup and recovery
4. Logging/ tracking and reporting access and use.
5. Ability to operate on commercially supported and up-to-date hardware and software platforms.
6. A process for problem resolution for the proposed products and services.

G. Procurement Requirements:

1. Freight terms shall be F.O.B. Destination/Prepaid with inside delivery; additional charges shall not be allowed.
2. The terms and conditions of the RFP govern the resulting contract and not any Contractor terms and conditions or software license agreement.
3. The proposal prices shall include all costs for the equipment and services including all applicable freight and travel and living expenses; extra charges will not be allowed.
4. The initial contract term is from the date of award and continues for one (1) year after the implementation is complete and the system is accepted with four (4) annual, optional renewal terms.

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Proposal Submission Instructions:

1. Complete and return Page 2 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) signed original hard copy (paper)** 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 **INCLUDING ANY PROPRIETARY INFORMATION** and one (1) unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and **EXCLUDING ANY PROPRIETARY INFORMATION.** These discs or flash drives must be clearly marked on the outside whether it includes or excludes proprietary information. The copies of the RFP in this Section are for Procurement Services.
4. Submit six (6) **unsecured electronic copies** (on a disc or flash drive) of the **entire** proposal, **INCLUDING ALL ATTACHMENTS AND ANY PROPRIETARY INFORMATION** for the Evaluation Committee Members.
5. Proposal Presentation:
   a. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
   b. All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.
   c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
   d. Proposals should be organized as specified in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any

of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. ***Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.*** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall 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. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the Proposal.** Ownership of all data, materials and documentation originated and prepared for VCU pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 43F of The Governing Rules, in writing, either before or at the time the data or other material is submitted.

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

8. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to re-score proposals following oral presentations.

9. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.

10. Additional information is available at:

http://go.vcu.edu/procurement-purchasing

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed in ink and filled out as required.
2. Proposed Price. Describe in detail the proposed solution model for the planning, assessment and accreditation system. Indicate in the Pricing Schedule, Section VIII of the RFP the proposed price to include all costs associated with the license(s), any hardware or appliances, implementation, hosting, maintenance, and training to include all proposed products and services. Additional charges shall not be allowed.
3. Describe the proposed plans and approach for providing the products and services as specified in the RFP Section VI, Statement of Needs. Consider the technical requirements in Section VI, Statement of Needs, Items A through G in the context of budget maintenance, data collection, reporting, accreditation management, additional applications, usability, and technical, security and maintenance. Specifically indicate what is included in the offer to provide the required products and services by responding to all Items in Section VI, Statement of Needs, Items A through G. In addition, provide information for the Items listed below, but do not limit information to these Items:

   a. Utilization of the words "shall" or "must" in Section VI, Statement of Needs, Items A through G indicates mandatory technical requirements:

      Does / Shall your company comply with the mandatory requirements as presented in Section VI, Statement of Needs, Items A through G?

      Yes ____ No ____

      If "NO," identify the specific requirement and the reason for non-compliance.

      Utilization of the words "should" or "may" in Section VI, Statement of Needs, Items A through G indicate a non-mandatory requirement.

      Does / Shall your company comply with the non-mandatory technical requirements as presented in Section VI, Statement of Needs, Items A through G (i.e. "should" becomes "shall")?

      Yes ____ No ____

      If "NO," identify the specific requirement and the reason for non-compliance.

   b. Does your company agree with the Procurement Requirements in Section VI.G.?

      Yes ____ No ____

      If "NO," identify the specific term and condition(s) and the reason for non-compliance.

c. API

- Describe any standard and/or proprietary API's, integration resources, or development tools that extend your toolset.

d. Architecture

- Describe which web browsers are supported by your solution. For each browser identified, note any aspects of your application that may not carry over to different browsers or operating systems.
- Is the application optimized for mobile device support including a responsive user interface or app? What is supported out of the box?
- Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.
- Does your solution have the ability to operate on commercially supported and up-to-date hardware and software platforms?
- Describe the hardware and software requirements for proposed system(s).
- How is scalability accomplished as the criticality of the system(s) and number of users increases?
- Describe requirements for application servers, any specific platform recommendations or requirements for certified configuration.
- Describe the supported database platforms.
- Does this system provide native compatibility for the following database architectures SQL, Oracle or additional database support?
- Describe support for real-time access to data through some other method (ODBC, ADO, LDAP, JDBC,) that allows dynamic web content and applications.
- What are the system storage requirements, including file formats, that your proposed solution uses?
- Explain how your system provides for export of customer data.
- Explain how the solution uses standard programming language for customizations.
- Is the solution available as a hybrid deployment, leveraging a mixture of integrated, on premise, private and/or public cloud?

e. DRP / Backup

- Please describe your Backup and recovery process. Attach or reference additional documents as necessary. Please include standard recovery time SLAs and note services that may not be available during backups.
- Please provide an overview of your disaster recovery plan (DRP) including measures such as offsite backup storage, RTO/RPO, warm/hot site availability... Etc.

f. Implementation

- How do you implement the product? If you work with external partners describe how you partner with these firms to implement your application
- Provide an implementation schedule indicating how long after the award of the contract it shall take your company to allocate the resources and deliver and install the system for use at VCU.

g. Performance

- Describe the average client response time for all functions of the proposed system.

h. Reports

- What pre-defined reports are provided, and which reporting customization features are provided (scheduling reports, on-screen, downloadable, emailed, PDF, Excel, CSV, etc.)?

- Can pre-defined reports be personalized by end users to fit their specific business needs?

i. Security

- Describe the logging/ tracking and reporting access and use of your solution.
- Describe the auditing methodologies and capabilities for managing integrity and change control. Describe elements capture with the audit process.
- Describe auditing and logging capabilities and data. Include the information recorded with each event. For example, Successful and failed authentication, Successful and failed authorization, Successful and failed policy change.
- Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability?
- How does your system record and granularly audit changes to file and content of database? What is the ability to provide these audit events as ingestible items by a SIEM or central log collection source?
- If the solution is SaaS or hosted off-site, the Offeror must complete a full third party service provider assessment prior to VCU's procurement of its service.
- If the solution is SaaS or hosted off-site, the service provider must provide relevant documentation and when available, attestation around its infrastructure, platform, and application security architecture. This documentation may include, but is not limited to, SOC"/ SSAE-16 reports, internal information security policy and requirements, recent assessment, penetration testing, and audit reports. Please describe your firm's ability to provide this information.
- Do you have a 3rd party attestation of controls or certification such as an SSAE-16, ISO 2700X or a penetration test? Please provide any additional details that would demonstrate system controls.
- How often are external/third party penetration tests performed on the solution?
- Which items of the solution are scanned as part of external / third party penetration tests?
- Please describe the solutions data retention configuration options for audit logs, configurations and other relevant data.
- Please describe the process for detecting and preventing the unauthorized modification, update, or deletion of records within the system.
- Does your solution use LDAP or SAML based single sign-on for authentication and/or authorization access to system?
- Explain how your solution integrates with DUO Security's multi-factor authentication solution for administrative access to the system
- Describe how your solution will integrate with the University for authentication and authorization methods
- Describe the handling of matching on attributes for authentication and authorization.
- Describe the method(s) and granularity of authorization of access to data and services (e.g. individual accounts, LDAP groups, Active Directory accounts)
- Support role-based access to data in which user roles can be setup to facilitate authorization to access, review and contribute content.
- Describe how the product uses network communications to provide its services. Include the purpose and circumstances of all sessions, both amongst internal components and between internal and external components. Specify the communications protocols, listening port numbers, client initiation port numbers, and encryption used between the applicable components: Client workstation(s) to/from server(s); Server to-from server if applicable; Client workstation(s) to/from

external server(s) (e.g. directories, databases, file shares, vendor sites); server(s) to/from external server(s) (e.g. directories, databases, file shares, vendor sites). Are there any unencrypted communications? If so, please list all data that is passed in the clear.

- Describe the communications path of any sensitive data.
- How are users and processes authenticated before gaining access to data and services? Include authentication between components and between the product and external services. Are all authentication components encrypted when crossing the network?
- Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details.
- What antivirus or other equivalent protection against malicious code is your solution compatible with?
- What encryption technologies are employed by your system, and where are they employed?
- Please describe the capabilities to encrypt data at rest and in transit.

j. Staffing

- Describe any staffing required by the University to support the system including performing backups, installing new releases, creating reports, and any other tasks needed.

k. Support

- Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
- Please describe your backwards compatibility for previous versions of system integrations, and for preserving product customizations, extensions and configurations.
- How many revisions from current product are you still supporting?
- Describe capabilities for remote support and indicate what action shall be taken by the University to take advantage of that service.
- Describe maintenance options and whether they vary in cost by time of day, etc.
- Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
- Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following four (4) years.
- Describe the procedures for obtaining services for all types of maintenance (e.g., installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)
- Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.
- Describe the procedures followed in distribution of information to the University pertinent to system problems encountered at other locations along with the solutions to those problems, when such information is relevant to the University's software.
- What is the procedure for handling upgrades? Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled.

- Describe any system enhancements in development that are scheduled for release in the next twelve months. How are development requests handled for system enhancements?
- Describe all responsibilities of both the vendor and University in the isolation and diagnosis of system failures.
- What is the standard SLA for each level of support? What are the defined incident severity levels and the corresponding SLAs? Please describe your escalation process?
- Please enumerate the various types of support (phone, chat, online, forums, knowledge base, etc.) and the corresponding availability of these types of support based on the support levels available.
- How is availability tracked and reported in this system? Does the system provide period reporting on uptime?

l. Training

- Please describe your training options for the technology solution. Please provide details such as computer-based, in-person, certifications, etc.

4. Submit information about the qualifications and experience that your company has to provide the Planning, Assessment and Accreditation System.

   a. Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include, but is not limited to, comparable accounts in higher education and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.

   b. Specify the proposed personnel your company intends to assign to the project and provide proof of the expertise for the proposed system. Information needed includes but is not limited to the names, qualifications, and experience of professional IT services technicians to be assigned to the project. Resumes of staff to be assigned to the project may be used.

   c. Does the offer include a single primary point of contact for the VASCUPP institutions for sales, support and problem resolution? If so, please provide the name and contact information.

   d. Information demonstrating the Contractor's financial stability to include:
      1) Full name, address, and telephone number of the organization;
      2) Date the firm was established;
      3) Ownership (e.g. public company, partnership, subsidiary, etc.);
      4) If incorporated, provide the state of incorporation;
      5) Number of full-time employees on January 1st for the last three (3) years or for the duration the firm has been in business, whichever is less.

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

   f. 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/coopcon.htm.

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

Firm must complete and submit Appendix I unless the firm is a Department of Small business and Supplier Diversity (DSBSD) certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

6. Invoicing and Payment:

   Firm must complete and submit Appendix II.

VIII. PRICING SCHEDULE:

A. Offerors shall propose a pricing/ fee structure to include all costs associated with license price, set-up, implementation, hosting, training and maintenance to include all items described in Section VI. STATEMENT OF NEEDS for the proposed planning, assessment and accreditation system. Offerors shall provide additional costs associated with the STATEMENT OF NEEDS, as appropriate. A breakdown of all costs shall be provided. See Attachment C

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 (35 points); methodology/approach to providing the requirements stated herein (30 points); pricing (25 points); and the Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (10 points). Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. VCU reserves the right to make multiple awards from the solicitation. The University 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 University 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 RFP, and the Offeror's response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

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

X. REPORTING AND DELIVERY REQUIREMENTS:

By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its

SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority**. The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES

OWNED

BY WOMEN AND MINORITIES

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

XI. GENERAL TERMS AND CONDITIONS:

A. PURCHASING MANUAL: This RFP is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the VCU Procurement Services Office. In addition, the manual may be accessed electronically at http://procurement.vcu.edu/ or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.

B. APPLICABLE LAW AND COURTS: This RFP and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their Proposals, Offerors certify to the Commonwealth and to VCU that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act.* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia,*"§ 2.2-4343.1).

In every Contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:

   a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their Proposals, Offerors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their "Proposal, and that theyh avenot conferred on any public"employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their Proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their Proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a Proposal on the official VCU Form provided for that purpose may be a cause for rejection of the Proposal. Modification of, or additions to, the General Terms and Conditions of the solicitation may be cause for rejection of the Proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Proposal.

I. PAYMENT:

1. To Prime Contractor:

a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the VCU Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b) Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

c) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public institution is being billed.

d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, VCU shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this Section do not relieve VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia,"§ 2.2-4363).

2. To Subcontractors:

a) Contractor awarded a contract under this RFP is hereby obligated:

i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

ii. To notify VCU and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b) The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from VCU, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of VCU.

J. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. QUALIFICATIONS OF OFFERORS: VCU may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to VCU all such information and data for this purpose as may be requested. VCU reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VCU further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VCU that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

L. TESTING AND INSPECTION: VCU reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

M. ASSIGNMENT OF CONTRACT: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the VCU Director of Procurement Services.

N. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

2. The VCU Procurement Services Department may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VCU a credit for any savings. Said compensation shall be determined by one of the following methods:

a) By mutual agreement between the parties in writing; or

b) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the VCU's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VCU with all vouchers and records of expenses incurred and savings realized. VCU shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VCU within thirty (30) days from the date of receipt of the written order from VCU. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the VCU Procurement Service Office or with the performance of the Contract generally.

O. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have in law or equity.

P. USE OF BRAND NAMES: Unless otherwise provided in this RFP, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable VCU to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the RFP.

Q. TRANSPORTATION AND PACKAGING: By submitting their Proposals, all Offerors certify and warrant that the price offered for FOB Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. Further, Offeror shall bear the risk of loss until the goods and equipment until VCU accepts Delivery of them.

R. INSURANCE: By signing and submitting a Proposal under this RFP, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any Subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the

Code of Virginia. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify VCU of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract.

2. Employers Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at http://www.eva.virginia.gov for a minimum of ten (10) days.

T. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition: (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace: and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over $10,000, so that the provisions will be binding upon each Subcontractor and/ or Vendor.

For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

U. NONDISCRIMINATION OF CONTRACTORS: A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor Transaction Fees are determined by the date the original purchase order is issued and are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:

   a) DSBSD-certified Small Businesses: 1%, capped at $500 per order.
   b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

2. For orders issued July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

W. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). The Selected Offeror/Vendor acknowledges that for the purposes of this Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this Contract for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this Contract, required by law, or authorized in writing by the University.

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. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

D. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) 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.

E. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.

F. 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.

G. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

H. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

I. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

J. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

K. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From: ______________________________ ____________ ____________
Name of Offeror Due Date Time

______________________________ ______________________________
Street or Box Number RFP No.

______________________________ ______________________________
City, State, Zip Code +4 RFP Title

Name of Contract"/ Purchase Officer or Buyer: Amy Anthes

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

L. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

M. LIMITATION OF LIABILITY: To the maximum extent permitted by applicable law, the Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

N. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

O. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for four (4) successive one (1) 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

one (1)- year period, the contract price(s) for the additional one (1) year 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.

P. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Q. 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 should be furnished with the proposal.

R. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.

S. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in purchase order(s) with the eVA transaction fee specified below assessed for each order.

1. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
   a) DSBSD-certified Small Businesses: 0.75%, Capped at $500 per order.
   b) Businesses that are not DSBSD-certified Small Businesses: 0.75%, Capped at $1,500 per order.
2. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
   a) DSBSD-certified Small Businesses: 1%, Capped at $500 per order.
   b) Businesses that are not DSBSD-certified Small Businesses: 1%, Capped at $1,500 per order.

   The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

   The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

   Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, may provide an electronic catalog (price list) or index page catalog for items awarded. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

T. 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.

U. DETERMINATION OF RESPONSIBILITY: The Contract will be awarded to the responsive and responsible Offeror with a Proposal, conforming to the RFP, will be most advantageous to VCU, technical and financial factors considered. A responsible Offeror is one who affirmatively demonstrates to VCU that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws and regulations applicable to the procurement. VCU reserves the right to investigate the capabilities of Offeror, confirm any part of the information furnished by an Offeror, and require other evidence to determine that the Offeror is responsible.

V. REJECTION OF PROPOSALS & WAIVER OF MINOR INFORMALITIES/IRREGULARITIES: VCU reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.

W. PROTEST: Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act,, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

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

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror.

The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this paragraph shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP.

"Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

XIII. SPECIAL TERMS AND CONDITIONS INFORMATION TECHNOLOGY:

A. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance 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.

B. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

C. 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.

D. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

E. TITLE OF SOFTWARE: By submitting a bid, the bidder 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.

F. 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.

G. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-

Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

H. 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.

I. DATA AND INTELLECTUAL PROPERTY PROTECTION:

1. Definitions
   a. "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under this agreement.
   b. "Personally Identifiable Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account

numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.

c. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

d. "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.

e. "Services" means any goods or services acquired by the University of Virginia from the Selected Firm/Vendor.

f. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

   The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Selected Firm/Vendor has a limited, nonexclusive license to use these data as provided in this agreement solely for the purpose of performing its obligations hereunder. This agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the agreement.

3. Intellectual Property Disclosure/Rights

   a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.

   b. Selected Firm/Vendor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Selected Firm/Vendor agrees to assign and hereby assigns"all"rights, title, andinte rest in any and all intellectual property created for the University as part of the performance of this agreement to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the vendor that the University is licensing under this agreement. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the vendor, and seeks ownership rights only to the extent Vendor is being engaged to develop certain intellectual property as part of its services for the University.

   c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

   a. Selected Firm/Vendor will use University Data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this agreement or as otherwise required by law.

   b. University Data will not be stored outside the United States without prior written consent from the University.

   c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under this agreement. Selected Firm/Vendor will ensure that employees who perform work under this agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this agreement.

   d. The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

5. Data Security

   a. Selected Firm/Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Selected Firm/Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High controlbaselinesin the latest version of National Institute of Standards and Technology Special Publication 800-53.

   b. If the Selected Firm/Vendor stores Personally Identifiable Information as part of this agreement, the Selected Firm/Vendor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

   c. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.

6. Employee Background Checks and Qualifications

Selected Firm/Vendor shall ensure that its employees who will have potential access to University Data have passed appropriate, industry standard, background screening and possess the qualifications and training to comply with the terms of this agreement.

7. Data Authenticity and Integrity

Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The Selected Firm will be responsible during the terms of this agreement, unless otherwise specified elsewhere in this agreement, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach

a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Selected Firm/Vendor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

b. Liability.

1) If Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

2) If Selected Firm/Vendor will NOT under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Selected Firm/vendor.

9. Response to Legal Orders, Demands or Requests for Data

a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will:

- immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data;
- consult with the University regarding its response;
- cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and

- upon the University's request, provide the University with a copy of its response.

b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

a. Upon termination or expiration of this agreement, Selected Firm/Vendor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.

b. Selected Firm/Vendor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Vendor's facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

a. The University reserves the right in its sole discretion to perform audits of Selected Firm/Vendor at the University's expense to ensure compliance with the terms of this agreement. The Selected Firm/Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.

b. If the Selected Firm/Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually a:

- American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls;

- vulnerability scan of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this agreement; and
- formal penetration test of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this agreement.

Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this agreement. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance

a. Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under this agreement. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.

b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Selected Firm/Vendor service provided to the University, the Selected Firm/Vendor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days"of the"request.

13. No End User agreements

This agreement is the entire agreement between the University (including University employees and other End Users) and the Selected Firm/Vendor. In the event that the Selected Firm/Vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this agreement shall apply.

14. Survival

The Selected Firm/Vendor's obligations under Section XIII (DATA AND INTELLECTUAL PROPERTY PROTECTION) shall survive termination of this agreement until all University Data has been returned or securely destroyed.

XIV. <u>**CONTRACT ADMINISTRATION:**</u>

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and standards for the delivery, installation and on-going service and/or maintenance that may be required.

A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.

B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. **ATTACHMENTS:**

A: Appendix I – Participation In State Procurement Transactions Small Businesses and Businesses Owned By Women and Minorities:

http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP_Website_Link_Appendix_1.pdf

B: Appendix II – Invoicing and Payment

http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP_Website_Link_Appendix_2.pdf

C. Pricing Schedule

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 recognizedby 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 Small Business and Supplier Diversity (DSBSD) 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.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

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:

Commitment for utilization of DSBSD SWaM Businesses:

___________% of total contract amount that will be performed by DSBSD certified SWaM businesses.

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

Name Printed: ____

Email: ____

Phone: ____

Firm: ____

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)*: ____

Name Printed: ____

Title: ____

Email: ____

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

APPENDIX II

INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, 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.

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

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 ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) 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. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed 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. Additional information about ACH payments is available at: http://www.vcu.edu/treasury/VendorACH.htm.

Contractor must indicate the method of payment selected:

_______ Commercial Card Payment (Wells Fargo VISA)

_______ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: ______________________________
Name Printed: ______________________________
Title: ______________________________
Name of Firm: ______________________________
Date: ______________________________

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 electronic invoicing and payment processes:

Name of the individual: ______________________________
Title: ______________________________
Mailing address: ______________________________
____
Email address: ______________________________
Phone number: ______________________________
Fax number: ______________________________

ATTACHMENT C

RFP 7390554AA PRICING SCHEDULE			
	PLANNING, ASSESSMENT AND ACCREDITATION SYSTEM		
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	Annual subscription fee		
	Maintenance and support, year one		
	Implementation services		
	On-site training		
	Ongoing technical support		
	Access to user guides		
	Maintenance and support, year two		
	Maintenance and support, year three		
	Maintenance and support, year four		
	Mainenance and support, year five		
	Listl all other fees that would be included in your solution		
	TOTAL		

VCU
VIRGINIA COMMONWEALTH UNIVERSITY

RFP - Addendum

DATE: April 7, 2017

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7390554AA

Commodity/Title: Planning, Assessment, and Accreditation System

Issue Date: March 24, 2017

Proposal Due: April 25, 2017

Pre-Proposal Conference:

The following questions were received:

Q: Whether companies from Outside USA can apply for this?
A: There are no requirements for submittal regarding the home base of the firm.

Q: Whether we need to come over there for meetings?
A: Oral presentations would be anticipated to be in person.

Q: Can we perform the tasks (related to RFP) outside USA?
A: Please submit your proposal related to the RFP.

Q: Can we submit the proposals via email?
A: Per page 2, Electronic submissions will not be accepted in lieu of the original hard-copy proposal.

Q: Is a custom solution a viable option, or are you only looking for a product to meet your needs?
A: A proposal for a customized solution will be considered in our evaluation process.

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

Very truly yours,

Amy Anthes, Senior Buyer

Phone: (804) 828-1070

____
Name of Firm

____
Signature/Title

____
Date

VCU

VIRGINIA COMMONWEALTH UNIVERSITY

RFP - Addendum

DATE: April 17, 2017

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7390554AA Addendum No.2

Commodity/Title:	Planning, Assessment and Accreditation System
Issue Date:	March 24, 2017
Proposal Due:	April 25, 2017

The above is hereby changed to read:

ADDED LANGUAGE:

Q: Whether companies from Outside USA can apply for this?
A: There are no requirements for submittal regarding the home base of the firm. **However, the storage of data outside of the United States is not acceptable. Any proposal that involves the access to data by Non-US Nationals will have to be reviewed by the VCU export officer. The vendor is responsible for complying with U.S. Export Control Laws, including but not limited to the Export Administration Regulations (15 C.F.R. Parts 730 to 774) and the International Traffic in Arms Regulations (22 C.F.R. Parts 120 to 130). The vendor agrees to obtain any required permission under the regulations to complete the work outlined in the RFP.**

Q: Whether we need to come over there for meetings?
A: Oral presentations would be anticipated to be in person. **There may be additional times when on site availability is required as well.**

Q: Can we perform the tasks (related to RFP) outside USA?
A: Please submit your proposal related to the RFP. **However, the storage of data outside of the United States is not acceptable. Any proposal that involves the access to data by Non-US Nationals will have to be reviewed by the VCU export officer. The vendor is responsible for complying with U.S. Export Control Laws, including but not limited to the Export Administration Regulations (15 C.F.R. Parts 730 to 774) and the International Traffic in Arms Regulations (22 C.F.R. Parts 120 to 130). The vendor agrees to obtain any required permission under the regulations to complete the work outlined in the RFP.**

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 of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Amy Anthes

Phone: (804) 828-1070

____
Name of Firm

____
Signature/Title

____
Date

ORGANIZATION SUBSCRIPTION AGREEMENT (OSA)

This Organization Subscription Agreement is dated as of __April 30 ________________, 2018, by and between Virginia Commonwealth University, Office of the Provost, located at 901 West Franklin Street, Richmond, Virginia 23284, (the "Organization"), and Watermark Insights, LLC located at 71 West 23rd Street, New York, New York 10010 ("Watermark").

1. The Service

1.1 Introduction. Watermark owns the rights in and to an educational tools website, the URL address of which is www.watermarkinsights.com, and related technology ("the Service"). The Service offers information and services to teachers, professionals and students involved in education and training processes. The Organization wishes to enter into this Agreement with Watermark to enable its employees, and, as applicable, its administrators, faculty and students ("End Users") to make use of the Service.

1.2 License Grant; Access Codes. In consideration of the Service fee, Watermark grants to the Organization a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service solely for the purpose of enabling access and use of the Service by its End Users during the term of this Agreement in accordance with the terms of the End User License Agreement (the "EULA"). In the event that the Organization is paying for its End Users' accounts, access shall be granted to the End Users by way of log on codes and user identification as follows:

(a) Watermark shall allocate a code or password that can be used solely by End Users to register for the Service (the "Access Code"). Each End User's access to the Service is conditioned upon the End User's acceptance of the EULA. The Organization represents and warrants that its End Users shall comply with the EULA and the Organization shall be responsible for the conduct of its End Users in using the Service.

(b) Watermark shall make the Access Codes available to the Organization, and the Organization shall be responsible for providing the Access Codes to its End Users and informing them that they may register for the Service. The Organization shall be responsible for maintaining the confidentiality of the Access Codes. The Organization shall immediately inform Watermark if it becomes aware of any unauthorized use or disclosure of any Access Codes. The Organization acknowledges that all personal information is subject to Watermark's Privacy Policy, which can be viewed at https://www.watermarkinsights.com/privacy-policy/ (as may be amended from time to time, the "Privacy Policy").

(c) In the event that Vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with VCU employees, or other VCU End Users, such agreements shall be null, void, and without effect, and the terms of this Agreement shall apply. See also Special Terms and Conditions Paragraph I.13 of the Request for Proposal #7390554AA ("RFP").

1.3 Restrictions. Organization shall not, directly or indirectly: (a) modify, disassemble, de-compile, reverse engineer, or otherwise attempt to determine the source code or protocols from the object code of the Service or knowingly permit or encourage any third party to do so; (b) use the Service in any manner to provide service bureau, time-sharing or other computer services to third parties; (c) use the Service in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with the Service; (g) use the Service, or

allow the transfer, transmission, export, or re-export of the Service or portion thereof in violation of any applicable law, including, without limitation, export control laws or regulations administered by a government agency of competent jurisdiction.

1.4 Promotion of the Service. Intentionally omitted. ~~The Organization hereby authorizes Watermark to use the name of the Organization in connection with the promotion of the Service in any media, solely to identify the Organization as a user of the Service. Watermark shall not use the Organization's name outside the context of promotion of the Service without the prior permission of the Organization.~~

1.5 Service Availability. Watermark shall endeavor to ensure that the Service is available, except for scheduled downtime for maintenance or in the event of a force majeure event (as defined in Section 8). Watermark shall provide reasonable notice to the Organization of scheduled downtime for maintenance. In the event of unexpected downtime, Watermark's sole obligation will be to use commercially reasonable efforts to resolve the issue as soon as reasonably practicable under the circumstances.

1.6 End User Polls. Watermark may, from time to time (but no more than quarterly), conduct polls of End Users to ascertain and measure the use and enjoyment of the Service by End Users. Such polls will be conducted on a basis that complies with Watermark's Privacy Policy. The Organization agrees to encourage End Users to cooperate with Watermark by providing the information requested by Watermark in order for Watermark to improve and expand the Service for the benefit of End Users. All right, title and interest in poll inquiries and responses will belong to Watermark.

2. Publishing of Materials

2.1 Materials. The Organization acknowledges that End Users may compile and post to the Service materials comprised of text, data and images in the form of lesson plans, student materials and other educational materials ("Materials"), which shall be made available to other End Users to enable them to download, reproduce and distribute such Materials in accordance with these Terms and Conditions and the RFP.

2.2 License. To the extent of the Organization's rights in and to Materials posted by End Users, the Organization hereby grants to Watermark and its affiliates a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use, reproduce, display, distribute and provide the Materials in connection with the Service. Watermark may alter, edit and delete any inappropriate Materials posted on the Service, and reserves the right (but not the obligation) to take any action which Watermark deems appropriate in its discretion withrrespect to anyn Materials posted on the Service. Watermark shall provide notice to the Organization in all instances where Taskstream alters, edits, or deletes inappropriate Materials. Materials will be treated in accordance with the Privacy Policy.

2.3 Ownership. Watermark retains ownership of the Service, including its technological components, and developments and derivatives thereof, including all intellectual property rights therein. To the extent of the proprietary information of Watermark contained in the Service, Organization agrees to protect the Service using the same standard of care its use to protect its similar information but not less than a reasonable person standard of care. Organization acknowledges that Watermark may be irreparably harmed by any breach of this Agreement by it or its End Users, including, without limitation, by the unauthorized use or disclosure of the

Service and, further, that monetary damages may not be a sufficient remedy for such harm. Organization agrees that Watermark may be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages and without the requirement to post bond or other security, to seek injunctive or other equitable relief in the event of any breach of this Agreement by Organization or End Users.

2.4 LIMITATIONS. BY POSTING MATERIAL TO THE WATERMARK WEBSITE, END USERS AND/OR THE ORGANIZATION WILL NOT SURRENDER ANY INTELLECTUAL PROPERTY RIGHTS THEY MAY HOLD IN SUCH POSTED MATERIALS, OTHER THAN THE LIMITED LICENSE GRANTED TO WATERMARK AS SET FORTH IN SECTION 2.2. WATERMARK SHALL USE SUCH LICENSE FOR THE SOLE PURPOSE OF PROVIDING INFORMATION AND SERVICES TO END USERS HEREUNDER OR AS REQUIRED TO MEET REQUIREMENTS AT LAW.

3. Indemnification

Watermark agrees to indemnify and hold harmless the Organization, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorney's fees, arising from activities under the Agreement. Accordingly, the Organization will promptly notify Watermark of any claim or action brought against the Organization in connection with this Agreement. On such notification, Watermark will immediately take over and defend any such claim or action in accordance with Section 2.2-514 of the Code of Virginia.

4. Warranties; Disclaimer

4.1 Warranty. Each party represents and warrants that: (a) it has the authority and capacity to enter into this Agreement, and to carry out and perform its obligations as set forth herein, (b) this Agreement is a valid and binding obligation of the Party enforceable in accordance with its terms, and (c) the Party has reviewed the RFP and its General Terms and Conditions, and Special Terms and Conditions and Watermark's Privacy Policy, and by agreeing to this Agreement has accepted the terms thereof.

4.2 Disclaimer. Use of the Service is at the sole risk of the Organization and End Users. Watermark makes no express or implied warranty that the Service will be uninterrupted or error free, nor does it make any warranty as to the results that may be obtained from use of the Service, or as to the accuracy, reliability, completeness, or content of any information or Materials, software or merchandise that may be provided through the Service. No statement, information or advice, including, but not limited to statements regarding capacity, suitability for use or performance, whether made by a Watermark employee, reseller or other representative or otherwise, which is not contained in this Agreement shall be deemed to be a warranty by Watermark for any purpose or give riseto any liability of Watermark whatsoever, and Organization agrees that it will not rely on any such statement, information or advice.

4.3 No Editorial Control. The Organization acknowledges that Watermark exercises no editorial control over Materials posted by users of the Service. The views and opinions expressed in such information do not necessarily reflect those of Watermark or its content providers or licensors. Neither Watermark nor its content providers or licensors make any warranties or representations regarding the accuracy, adequacy, truthfulness, completeness, or usefulness of such information.

4.4 Third Party Websites. Any links provided from the Service are to websites not under control of Watermark, and Watermark in no way endorses or shall have any liability arising from such sites or the products or services offered therein. Watermark does not endorse any such linked websites.

4.5 DISCLAIMER OF WARRANTIES. THE SERVICE, SUPPORT, TRAINING AND ALL INFORMATION, MATERIALS AND SOFTWARE ACCESSIBLE THROUGH THE SERVICE ARE PROVIDED ON AN "AS-IS," "AS-AVAILABLE" BASIS. THERE IS NO EXPRESS OR IMPLIED WARRANTY MADE AGAINST INTERFERENCE WITH THE ENJOYMENT OF ACCESS TO THE SERVICE OR THE INFORMATION CONTAINED THEREIN. WATERMARK HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, USAGE, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. Limitation of Liability

5.1 LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LIABILITY (INCLUDING BREACH OF WARRANTY) SHALL WATERMARK BE LIABLE TO THE ORGANIZATION OR END USERS OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES THAT ARISE FROM LOSS OF ANTICIPATED REVENUE, LOSS OF INFORMATION OR MATERIAL OF ANY KIND, LOST PROFITS, OR LOSS OF BUSINESS), EVEN IF WATERMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING IN CONNECTION WITH OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO RELIANCE ON ANY MATERIALS, CONTENT, INFORMATION, SERVICES, SOFTWARE OR PRODUCTS OBTAINED ON THE SERVICE, OR MISTAKES, OMISSIONS, INTERRUPTIONS, COMMUNICATION FAILURES, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, OR THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS OR WEB SITES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND IN SUCH STATES WATERMARK'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TASKSTREAM SHALL BE LIABLE FOR THE ACTUAL DAMAGES CAUSED BY ITSELF, ITS OFFICERS, EMPLOYEES AND AGENTS IN CONNECTION WITH THIS AGREEMENT OR IN CONNECTION WITH ANY GOODS, SERVICES, ACTIONS OR OMISSIONS RELATING TO THIS AGREEMENT. TO THE EXTENT PERMITTED BY THE VIRGINIA TORT CLAIMS ACT, SECTION 8.01-195.1, ET. SEQ. OF THE CODE OF VIRGINIA, AS AMENDED, AND OTHER APPLICABLE STATUTES RELATING TO CLAIMS AGAINST THE COMMONWEALTH OR ITS AGENCIES, ORGANIZATION SHALL BE RESPONSIBLE FOR THE NEGLIGENT ACTS OR OMISSIONS OF ITS OFFICERS, EMPLOYEES, OR AGENTS. NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF THE SOVEREIGN IMMUNITY OF ORGANIZATION OR THE COMMONWEALTH OF VIRGINIA. THE TOTAL CUMULATIVE LIABILITY OF THE COMMONWEALTH, ITS OFFICERS, EMPLOYEES AND AGENTS IN CONNECTION WITH THIS CONTRACT OR IN CONNECTION WITH ANY GOODS, SERVICES, ACTIONS OR OMISSIONS RELATING TO THE CONTRACT, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED PAYMENT OF THE MAXIMUM PURCHASE PRICE. AS AN AGENCY OF THE COMMONWEALTH OF VIRGINIA, ORGANIZATION CANNOT AND DOES NOT WAIVE OR SETTLE LEGAL CLAIMS THAT IT MAY HAVE AGAINST ANOTHER PARTY PURSUANT TO VA. CODE SECTION 2.2-514.

5.2 Maximum Liability. If, notwithstanding the foregoing, Watermark is held liable for damages, then regardless of the theory of liability (including negligence, contract, tort, breach of warranty, strict liability or otherwise), in no event shall the maximum liability of Watermark or its affiliates, and respective directors, officers, shareholders, employees, agents, insurers or third-party providers exceed the aggregate dollar amount paid by Organization for subscriptions to Watermark in the twelve (12) month period preceding the date of the claimed breach, injury or damage. THIS SECTION LIMITS AND ALLOCATES THE RISK AND ORGANIZATION ACKNOWLEDGES THAT THE PRICING PROVIDED UNDER THIS AGREEMENT RELFECTS THIS LIMITATION AND ALLOCATION OF LIABILITY.

6. Pricing

6.1 Fees. Watermark's initial annual fees and any applicable service or other fees due and payable hereunder shall be set forth in ANNEX A hereto.

6.2 Payment Terms. All fees are due and payable in US Dollars net 30 days after Organization's receipt of a proper invoice from Watermark.

6.3 Taxes. Unless otherwise stated, Watermark's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). The Organization is responsible for paying all Taxes, excluding Taxes based on Watermark's income. If Watermark has the legal obligation to pay or collect Taxes for which the Organization is responsible, the appropriate amount will be invoiced to and paid by Organization unless Organization provides Watermark with a valid tax exemption certificate or resale certificate authorized by the applicable taxing authority.

7. Term and Termination

7.1 Term. This Agreement shall be in effect for the initial three (3) year period from the date first written above, and for two (2) optional annual renewals, unless earlier terminated under this Section 7.

7.2 Termination for Breach. Either party may terminate this Agreement by written notice in the event of material breach by the other party, should such breach remain uncured for thirty (30) days after the receipt of notice describing such breach in reasonable detail (or if not subject to cure, immediately upon written notice).

7.3 Effects of Termination. Upon termination of this Agreement for any reason: (a) all licenses granted to Organization hereunder shall immediately terminate, (b) the Organization shall immediately cease (and cause End Users to cease) using the Service and associated materials, and Watermark may disable Access Codes and remove access of Organization and End Users to the Service, and (c) in the event that such termination was by the Organization under Section 7.3 ("Termination for Breach"), then Watermark shall refund to the Organization any prepaid fees on a pro-rata basis reflecting the unused remainder of the term. Any such termination shall not relieve either party from any obligations hereunder accrued at or prior to the effective date of termination or waive any right of the non-breaching Party hereunder or at law or in equity.

8. Force Majeure

8.1 Force Majeure. If any party to this Agreement is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement that party shall give to the other party prompt written notice of the force majeure event; thereupon the obligations of the party giving the notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable, provided that resolution of a force majeure event shall be at the sole discretion of the affected party. The term "force majeure" as herein contemplated, shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, plague, lightening, fire, storm,

flood, earthquake, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, service or supplies and any other cause, whether of a kind specifically enumerated above or otherwise which is not reasonably within the control of the party claiming suspension.

9. Survival

Any right or obligation hereunder which creates a right of action or which by its terms continues beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement.

10. Miscellaneous

Neither party is, nor shall be deemed to be, an employee, agent, co-venturer or legal representative of the other party for any purpose. The parties are independent contractors. Neither this Agreement nor any interest hereunder shall be transferable or assignable by the Organization without the prior written consent of Watermark; provided, however, that the Organization may assign this Agreement without consent to an affiliate or to any successor-in-interest in connection with the merger or the sale of all or substantially all of its capital stock or assets to which this Agreement relates. Subject to the foregoing, the rights and obligations hereunder shall be binding on each party and their respective successors and assigns. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective, valid and enforceable under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity or unenforceability, without invalidating, or rendering unenforceable, the remainder of the Agreement. This Agreement (including the RFP and its General Terms and Conditions, and Special Terms and Conditions, and Watermark's Privacy Policy) contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein, and supersedes any prior agreements on this subject matter between the parties with respect to the subject matter hereof. In the event of a conflict between the terms and conditions of this Agreement and the General Terms and Conditions and Special Terms and Conditions of the RFP, the RFP shall control. Except as otherwise provided herein, this Agreement may not be modified or amended except in a writing signed in ink or accepted electronically by the parties. No provision of the Agreement shall be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. No waiver shall constitute a consent to or waiver of any other breach of the same obligation or a breach of any other obligation contained herein. All notices to be given hereunder shall be in writing, shall be effective when received or personally delivered, and shall be delivered personally, by facsimile transmission (receipt verified), mailed by certified mail (return receipt requested), postage prepaid, or sent by express courier service, to the parties at the address first written above (or at such other address for a party as shall be specified by like notice, also effective only upon receipt thereof). This Agreement may be executed in multiple counterparts, each of which shall be deemed an original of this Agreement and all of which taken together shall constitute one agreement. Delivery of an executed counterpart by facsimile transmission, electronic mail in "Portable Document Format" (.pdf) form, or any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signatures.

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FOR Virginia Commonwealth University		FOR Watermark Insights, LLC	
By:	Patricia Perkins	By:	DocuSigned by: Aitken Thompson CA5039C0BF564E0...
Title:	AVP Finance & Controller	Title:	Chief Administrative Officer
Date:	4/30/2018	Date:	4/30/2018

VI. STATEMENT OF NEEDS:

A. Scope and Introduction

B. Mandatory Requirements

1. Planning, Assessment and Budget Management:

a. Manage academic and non-academic assessment across the University to document planning and budget needs.

Taskstream-Tk20's assessment management system helps facilitate and manage the outcomes assessment process across campus. It enables the creation of flexible, customized work spaces in which academic programs and non-academic offices can document all aspects of the process including: program objectives/goals, outcomes (at all levels), assessment plans, aggregate findings, and action plans to track improvement initiatives.

Taskstream-Tk20 also provides association of budget amounts with strategic plan activities. Summary reports for budgets that are aligned with strategic initiatives (e.g., budget rationale, requested amounts, priority, and status) can be generated with drill-down to specific program/unit areas.

b. Document and coordinate assessment and strategic plans, periodic program reviews, annual reports and corresponding action plans.

In regards to strategic planning, we have templates in the system that the University may use or modify to collect, enter, and monitor data. You may also customize templates based on current University processes. Additionally, action plans can be documented and reported on in the system to demonstrate activity, progress, and evidence efforts for 'closing the loop' on continuous improvement initiatives.

For program review, Taskstream-Tk20 allows institutions to create customized program/periodic review templates that define the types of information that need to be collected across programs/departments, schools/colleges, and at the institutional level. Such templates establish a standard infrastructure for efficiently managing information such as: mission statements, strategic plans, student learning outcomes, program objectives, institutional goals, curriculum maps, evaluation activities, assessment plans and findings, action/strategies, and the documentation of supporting evidence of these activities. Outcomes, goals, plans, and findings that have been entered for program review templates can be imported into (or exported from) any other templates owned by that same area.

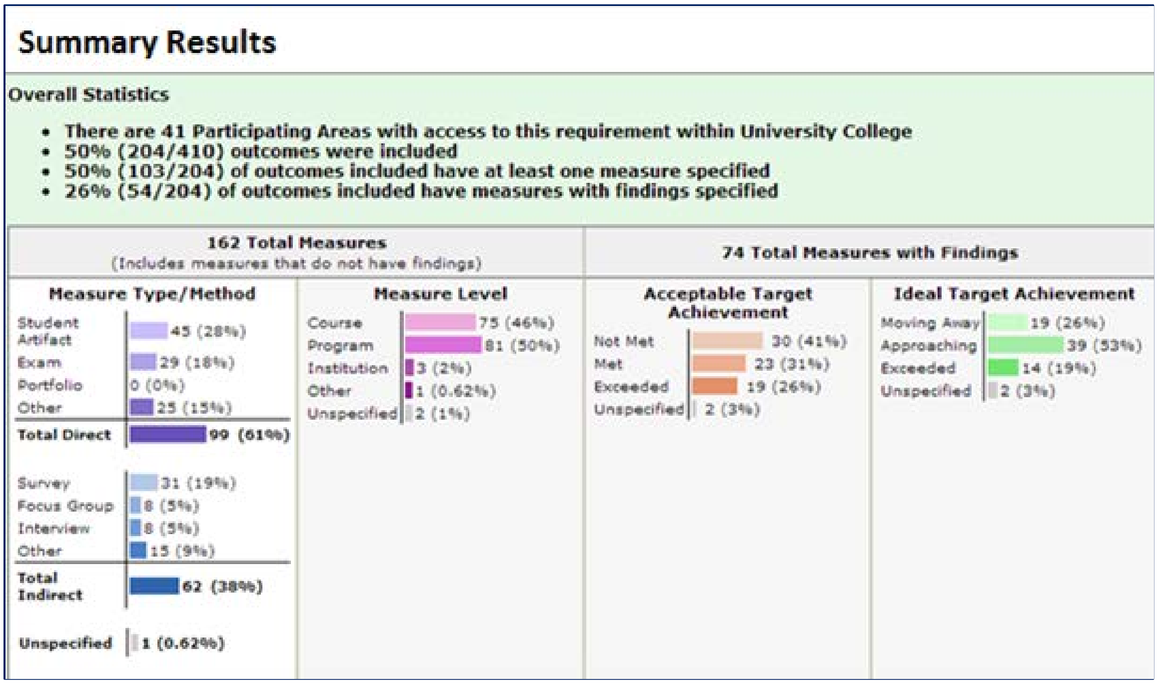
Furthermore, progress toward program review goals and priorities can be viewed for individual programs or across programs through alignment and at-a-glance reports with drill-down capabilities.

Taskstream-Tk20 also includes management reports that provide a view of progress by requirement and by participating unit, with drill down capabilities for a detailed view of plans and documentation.

c. Tie outcomes and assessment results directly to action items and report on the status of initiatives, goals achieved, and budgets for planned improvement actions.

Taskstream-Tk20 incorporates association of outcomes and assessment results directly to action items in the work areas, and then allowing for these results to be viewed and reported on directly in the system. In these work areas, budgets for planned improvement actions can be recorded and reported on as well. Further, once findings have been entered, there are areas for overall reflection and recommendations moving forward.

Sample Assessment report on Measures and Targets



d. **Track action items by unit, monitor associated budget requests, and review them across one or more planning cycles.**

Taskstream-Tk20 provides association of budget amounts with strategic plan activities. Summary reports for budgets that are aligned with strategic initiatives (e.g., budget rationale, requested amounts, priority, and status) can be generated with drill-down to specific program/unit areas. When generating summary reports, Taskstream-Tk20 administrators can designate time period or planning cycle to review items from current and former planning cycles.

e. **Track progress for projects requiring long-term planning.**

Strategic planning capabilities allow for interim goals and initiatives to be broken down by specific milestones and success status can be tracked through the operational status feature resident in the tool. Items within the planning template (i.e., outcomes, findings, etc.) can be carried forward to future planning cycles. Templates for long-term planning (multiple year) can also be used in the system.

f. **Align/map goals and outcomes from the course/unit level to goals, standards, outcomes and objectives at various levels across the institution, up to the institutional mission and strategic plan.**

Taskstream-Tk20's tool facilitates tracking and reporting institutional mission, goals, activities and outcomes at all levels. Through the system's customizable workspace templates, the university can distribute requirements and collect information from across the institution for assessment, planning, accreditation and program review processes. The university can distribute the institutional mission and strategic goals for alignment. Specialized features within the system support the documentation and alignment of outcomes, plans for assessing those outcomes, curriculum maps, findings, and improvement actions based on the assessment results. Alignment reports can be generated as evidence of broad-based institutional support of the assessment, accreditation, program review and planning process.

g. Manage a wide variety of assessment data from multiple units/levels for comprehensive planning.

Taskstream-Tk20 offers the ability to generate a variety of aggregate reports including outcome alignment/mapping, assessment activities and results, budget requests, action planning, etc. and disaggregated views for more detailed information at the course, program, department, or school/college levels. These reports allow for management of a variety of data across multiple facets and for concurrent planning templates. Reports can also be exported to Excel, Word and PDF for other uses.

h. Define any number and type of outcomes as well as any number and type of assessment methods for each outcome. Student learning outcomes could include, but are not limited to, general education outcomes, individual course outcomes, program-level outcomes. Assessment methods could include, but are not limited to, student papers and projects, capstone course projects, portfolio evaluation, nationally normed tests, surveys and interviews. Academic program review outcomes could include, but not be limited to, faculty scholarship and productivity, student persistence, time-to degree and graduation rates.

By use of the assessment management system, outcomes can be created at any echelon of the university. Further, each identified outcome can have its own measurement description including evaluation method, establish target levels for performance, and has the ability for the outcome author to electronically attach a copy of the actual assessment instrument that will be used to evaluate the outcome.

The system also includes a goal/outcomes library that can serve as a repository for local goals/outcomes at VCU (both academic SLOs and non-academic operational outcomes). In addition, Taskstream-Tk20 also hosts 1,000 + sets of international, national, and state-level professional standards/competencies from most academic accrediting agencies. These goals/outcomes (local to VCU and from professional agencies) can be used when mapping local outcomes (course-level, program-level, department-level, school/college-level) and when generating reports for gap-analysis.

i. Manage program reviews for academic and non-academic areas using templates customized by the University. Outcomes and goals from the assessment process must be able to be seamlessly linked to program review items within the solution.

Taskstream-Tk20 allows institutions to create customized program/periodic review templates that define the types of information that need to be collected across colleges, programs, and campuses. Such templates establish a standard infrastructure for efficiently managing information such as: mission statements, strategic plans, student learning outcomes, program objectives, institutional goals, curriculum maps, evaluation activities, assessment plans and findings, action/strategies, and the documentation of supporting evidence of these activities. Outcomes, goals, plans, and findings that have been entered for program review templates can be imported into (or exported from) any other templates owned by that same area.

Furthermore, progress toward program review goals and priorities can be viewed for individual programs or across programs through alignment and at-a-glance reports with drill-down capabilities. Taskstream-Tk20 also includes management reports that provide a view of progress by requirement and by participating unit, with drill down capabilities for a detailed view of plans and documentation.

j. **Assign metrics for review in particular years. A program or unit must be able to indicate the frequency that outcomes are assessed.**

Taskstream-Tk20's system offers tools for review of template planning components that can be submitted for various levels of feedback and/or review using a variety of metrics including rubrics, form-based feedback, meets/does not meet requirements, etc.

Reviewers can also return a submitted item back to a program for revision. Once revised, the program can resubmit for re-evaluation.

The system also offers several reporting options and views (both aggregate and disaggregated) to help identify trends regarding the quality of planning elements authored at various institutional levels.

k. **Allow flexibility in the length and frequency of assessment cycles for different entities in the hierarchy; annual cycle for student learning outcomes vs. 6-8 program review; academic vs. non-academic.**

Yes. Using Taskstream-Tk20's assessment management system, VCU can designate planning templates for different assessment cycle lengths by initiative/purpose (i.e., Five-Year Strategic Planning; Annual Assessment Planning; Program Review, etc.).

The same is true for other initiatives including non-academic operational planning, academic program review, and specialty/professional accreditation/assessment cycles for academic areas like Nursing, Teacher Education, Business, etc.

l. **Create customized assessment templates for different entities in the hierarchy to include the ability to change the order, labels and other descriptive information.**

Yes. Taskstream-Tk20 is highly customizable and can be configured for concurrent use (multiple templates) across campus with academic and non-academic programs, including operational plans, program review, strategic planning, specialty/professional accreditation, and annual assessment planning.

Many of the terminology/nomenclature labels used within planning templates can be customized based on VCU's needs.

Templates that are created at the institutional level and disseminated for use are restricted from local editing (changing the template format), however, schools/colleges and program/departments can be permissioned to create their own localized planning templates as needed.

m. Align relationships between course objectives and an academic program with institutional objectives in a parallel or hierarchical format.

Any area of the University can map its goals, objectives, strategies and metrics for use in planning initiatives. When users create a new outcome or goal in Taskstream-Tk20, they are prompted to map the outcome or goal for alignment purposes. They can choose from other goal and outcome sets in the system that are available for mapping, including accreditation standards and collegiate and university goals and outcomes, or strategic initiatives.

The Goal vs. Alignment Report shows which groups (e.g., colleges, units, divisions, programs, or courses) at the University have completed mapping to a selected outcome or goal set. The report also includes the ability to drill down to view the specific outcomes or objectives that were aligned, and the details associated with the measures and metrics to be used.

Reports can also be created to provide visual representations of alignment to institution or university goals and objectives using activity maps via the system's easy-to-use, integrated Curriculum and Activity Map builder.

n. **Configure, manage and document a systematic review and quality assurance process to allow for review of collected information throughout the assessment and planning process**.

Taskstream-Tk20's system offers tools for review of template planning components that can be submitted for various levels of formative review using a variety of customizable metrics including rubrics, form-based feedback, meets/does not meet requirements, etc.

Reviewers can also return a submitted item back to a program for revision. Once revised, the program can resubmit for subsequent review.

The system also offers several reporting options and views of collected review data (both aggregate and disaggregated) to help identify trends regarding the quality of planning elements authored at various institutional levels and over time.

2. Data Collection and Creation Requirements:

a. Collect assessment data and manage assessment plans in the same solution. Provide the technology for collecting and managing assessment data offered in the same platform.

Within the Taskstream-Tk20 tools, assessment data can be both collected and organized, as well as reported on. In the tool, each program will have a separate work area where their mission, goals and objectives can be entered. Then if desired, each assessment cycle can have its own assessment plan where the distinct measures that were used to assess specific learning outcomes can be entered in the system, as well as the targets set for each measure. Once data has been collected, these findings can be either entered the system. If the data is within a report, the report itself can also be uploaded and tied to the cycle and measure that was assessed.

b. Create rubrics and attach them directly to measures in multiple assessment plans.

Taskstream-Tk20's rubric tool allows programs to create rubrics from scratch or assemble criteria from sample rubrics (e.g., the American Association of Colleges and Universities' VALUE Rubrics) which they can then edit, to reflect the objectives of their specific learning communities. Create and manage an unlimited number of rubrics for a variety of purposes, including review and approval of assessment plans. These rubrics can be attached to measures and used in multiple assessment plans as well.

c. Enable juried assessment with easy upload of digital work in bulk including ability for calculation and data analysis within the system.

Aqua by Taskstream™, offers the ability for electronic student artifacts (digital work) to be uploaded in bulk, configured for scoring with a variety of settings including blind evaluation; multiple evaluation; unbiased scoring; custom rubrics; etc. Evaluators can easily access artifacts routed to them for scoring and evaluate the work with little training. The system can also accommodate juried assessment (i.e., 'calibration') prior to a scoring event including the use of exemplar/sample student artifacts partitioned from assessment for record.

Administrators/those with appropriate permissions can locally generate several reports on collected assessment data that includes aggregate and disaggregate views, a variety of filtering features (by course, by assignment, by demographics, etc.). Beyond on-screen views, reports can also be exported in several formats for use in document/exhibit rooms, accreditation reports, or for additional statistical analysis using a separate statistical software system (i.e., SPSS).

d. Support entering and tracking rubric-based and narrative feedback on artifacts by multiple users, including examining inter-rater reliability.

Through use of Aqua by Taskstream™, both quantitative and qualitative feedback from multiple users can be collected using rubrics to assess artifacts. Aqua has several types of reports which can be run, including a report which would allow admins to view inter-rater reliability.

e. Enable and document rubric-based and narrative feedback on assessment practices for program and administrative units.

The Taskstream-Tk20 tools include the ability to provide feedback comments on unit and programmatic assessment plans, including the ability to use a rubric and/or form for review of those plans.

f. Allow seamless upload of artifacts created externally from institutional platforms (e.g. Blackboard, Word Press).

Aqua by Taskstream™ supports the ability to bulk upload artifacts, as well as bulk submit artifacts for scoring. Assessment Coordinators can export all results. In addition, bulk upload of student rosters / hierarchy / demographic information is available.

g. Share documents/ data in accordance with level of user access or with specified users.

Roles, permissions, and affiliations can be designated within the system to control the area(s) of the system that users have access to, as well as the amount of access (read only, read/write or coordinator) that users have. While user affiliation can be done through account provisioning, user roles/permissions are designated by the administrator role within the system.

h. Upload supporting files, store them in a user-friendly manner that maintains role-based access, and link them to multiple assessment components.

Supporting documents in any digital format (e.g., Word, PowerPoint, Excel, PDF) can be uploaded and attached directly to specific fields as substantiating evidence. Depending upon which assessment component these supportive files are being uploaded to, only permissioned users will have access.

i. Provide a library of resources with instruments built by higher education institutions and pre-built rubrics, including the American Association of Colleges & Universities VALUE rubrics.

Taskstream-Tk20's resources include the VALUE rubrics from AAC&U in the system and available for our clients' use. Additionally, institutions can copy and edit these rubrics as desired for their initiative.

j. Allow calendaring of target dates, completion dates, and generate auto reminders.

Taskstream-Tk20 provides users the option of setting due dates and reminders in advance of items that are due for reporting purposes. These reminders would be sent via email to designated participants who have not completed their task.

k. Text editor resembles Word and can copy/paste from external documents.

Taskstream-Tk20 allows users to copy and paste content from Microsoft Office products within work areas and templates. The tool also has a text editor within the system in most areas to allow for additional editing, such as bold, italics, anchoring, etc.

l. Allow for institutional document library or repository for evidence.

Taskstream-Tk20 does offer several options for hosting a virtual document library/repository.

m. Import data from other VCU systems (e.g., Banner, WEAVEonline)

Taskstream-Tk20 supports the ability to import several types of data exported from Banner and other Educational Technology systems. This can include user information as well as demographic information. Other data can potentially be imported, but we would need more detail about the type and format of data and where it would be utilized in the Taskstream-Tk20 system. We are pleased to host a technical conference call to clarify as needed.

VCU's implementation specialist will work closely with the institution to ensure that the process is completed as seamlessly as possible and using the best available methods. As we have worked with other institutions who have transitioned from WEAVEonline to Taskstream-Tk20 we are pleased to share best practices and provide contact information if VCU would like to speak with them directly regarding their model of transition and use of legacy data from WEAVEonline in Taskstream-Tk20.

n. Text, hyperlinks, graphics are supported in narratives

Users can generate hyperlinks to file attachments that will remain intact after exporting the narrative to Word or PDF. Taskstream-Tk20 allows PDFs of reports and completed work to be created at any time. Within the PDF, hyperlinks can be embedded to attachments or specific areas within the template as supporting evidence.

3. Assessment, Planning and Budgeting Management Reports Requirements

a. Produce meaningful standard and ad hoc/custom reports. Reports must be customizable to specific nomenclature, data elements and entity groups.

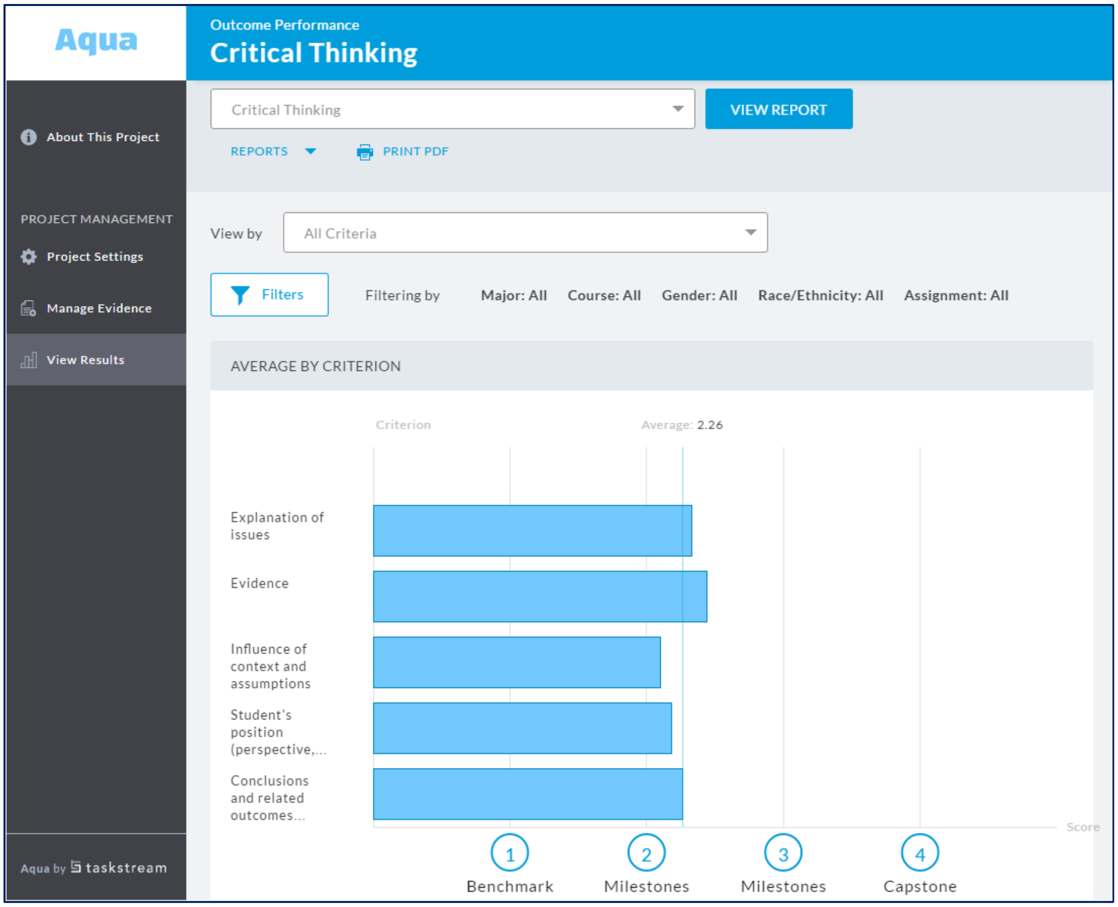
Taskstream-Tk20 offers a variety of options for customizing the information presented in reports. Customized reports may be tailored to pull specific data and information needed by the University to demonstrate results, actions and areas for improvement. While Taskstream-Tk20 is not formally a 'data warehouse' system which, by nature, would support true ad hoc reporting, all reports in Taskstream-Tk20 can be exported to Excel for further manipulation if needed or importing into a local data warehouse system at VCU.

b. Save and share ad hoc/custom report parameters and generate saved reports in real time.

Report parameters in Taskstream-Tk20 can be saved and reports can be generated on those saved parameters in real time.

c. Run reports that summarize/aggregate assessment practices, results, etc. across units in relation to shared, overarching goals/outcomes and across multiple cycles.

The reporting interface in Aqua by Taskstream™ allows assessment coordinators and permissioned faculty users to view aggregate performance across learning outcomes for their students and to filter data by available student demographics. Engaging, interactive performance reports display powerful data visualizations in real-time, showing score distribution at the outcome and criterion-level. Users can also export the data in a variety of formats (including PDF for reporting to external stakeholders, or .csv) for additional offline analysis.



d. Generate reports to analyze outcomes and/or standards assessed across multiple measures, courses and programs.

Please see previous response. Aqua by Taskstream™ allows for reporting on outcomes assessed across courses, programs, even schools, depending upon the setup of the institutional hierarchy. VCU's implementation specialist will assist with this setup.

e. Produce reports in multiple formats, including Excel, CSV, Microsoft Word, HTML and PDF.

Most reports run from Taskstream-Tk20's solutions can be quickly exported into common formats such as .csv, Excel and Word for use by any external stakeholder, or for import into other programs for further analysis or desired data visualization.

f. Add custom logos and graphics within the application and on reports.

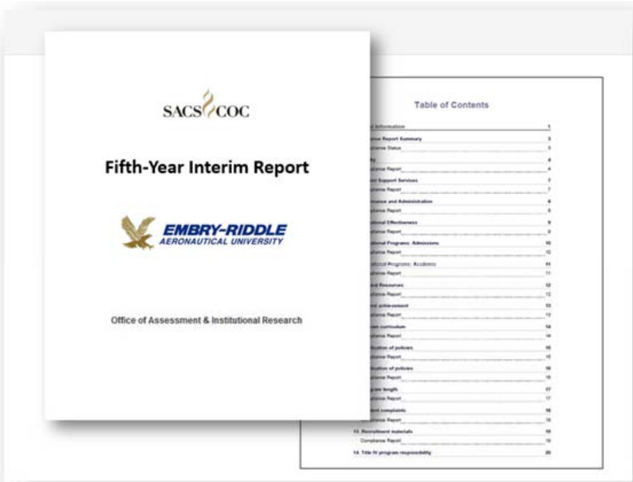
Taskstream-Tk20 enables the University to customize the system to reflect the University brand, including logo and color scheme. In addition, custom templates can be created for exclusive use by University users (e.g., to reflect the VCU branding), and published reports can be edited as needed to include additional branding.

4. Accreditation Management Requirements

a. **Create documents required by regional, national and program level accreditors. User should have the ability to set all levels of permissions and the ability to set sections as confidential.**

Taskstream-Tk20 houses a vast catalog of assessment templates for our partner institution's use, including state and local standards, and specialized accreditation templates. Administrators have the ability to set levels of permissions within these templates for view only or view and edit access.

b. **Provide up to date and pre-loaded templates for forms and reports required by SACSCOC, AACSB,ABET, ABET-CAC, ABET-EAC, ABGC, ACEJMC, ACEN, ACOTE, ACPE (Association for Clinical Pastoral Education), ACPE (Accreditation Council for Pharmacy Education), APA, CACREP, CAMPEP, CANAEP, CAHME, CAPTE, CCNE, CDA, CEPH, CIDA, CRE, CSWE, FSEPAC, JRCENMT, JRCERT, LCME, NAACLS, NASAD, NASD, NASPAA, NASM, NAST NCATE, PAB and other accrediting bodies as needed.**



Many clients use Taskstream-Tk20 to support specialized and regional accreditation, certification, and regulatory processes. Within Taskstream-Tk20, we have the most current specialized, national and regional accreditation templates built into the system for data entry, monitoring and reporting as well as self-study preparation and exhibit rooms. All our templates are fully customizable and can be updated at any time as accrediting agencies and requirements change. Working with a broad client base helps us remain up-to-date on changes to requirements so that we can incorporate them into our database as applicable.

The contractor should provide customer contact regarding updated templates based on new standards developed by accrediting agencies and make the templates available on an as-needed basis.

Please see previous response. We routinely and as a matter of continuous practice update and version accreditation report templates and standards in the system.

c. **Develop additional templates from pre-loaded options.**

Any pre-loaded template is customizable by VCU for local use. Further, VCU can develop unique templates for use in Taskstream-Tk20 as needed (i.e., Strategic Planning; Program Review; etc.).

d. **Easily upload and manage supporting documentation in multiple file formats for use in multiple accreditation reports, with the ability to track where each document is linked. The solution should include the ability for libraries to be established by an accrediting agency with a set of electronic files for each section and standard within each agency.**

In the assessment management system, supporting documentation of any type can be attached to assessment templates, plans & findings (Word, Excel, images, PDFs, PPT, web links, video files, etc.).

If video evidence is part of a measure or finding within the assessment plan (such as is sometimes the case in teacher education programs) the video file can be attached to the measure or finding as supporting evidence.

If multiple files are needed, Taskstream-Tk20 also includes the ability to link to other Taskstream-Tk20 work. Many institutions use this option to utilize the webpage builder within Taskstream-Tk20 to house video documentation, then include the link to these assets as part of the measure or finding.

Taskstream-Tk20 does offer several options for creating a virtual document room where documents can be uploaded and archived in the system for future access and reference.

e. **Support multiple authors and tracked changes. The solution should allow for monitoring and facilitating by multiple people and should have a track changes option.**

All assessment, evaluation, and feedback activity can be tracked in Taskstream-Tk20. Comments, reviews, and reflections from multiple reviewers are captured and can be reported upon. Reviewers can use rubrics, forms, numerical scores, comments, or meets/does not meet designations to provide feedback on assessment and planning activities.

f. **Seamlessly integrate assessment data and other data maintained in the solution into accreditation reports.**

Online reporting enables institutions to readily share access with third-party stakeholders (such as accreditation agencies). Access to real-time assessment data (including quality assurance/review) and direct assessment of student learning artifacts enables administrators and instructors to reflect, analyze, and recommend or implement changes for campus-wide improvement in a timely manner, and evidence collected assessment data in the relevant finding sections for a given outcome.

g. **Make all compiled accreditation forms and supporting documentation available on a CD/DVD or USB flash drive in a format that is acceptable for submission to the accrediting agency.**

Published reports within Taskstream-Tk20 assessment management system can be exported as pdf or MS Word documents. From there, these reports can be saved locally and made available on a CD or USB for submission to accreditors. In addition, accreditation reports can also be made available as a web page with password protection for accreditors to view. VCU’s Implementation Specialist is happy to advise and assist as requested.

h. **Automatically generate the four column SACSCOC faculty roster form based on data maintained in the system and course data from Banner, with live links to faculty credentials and course syllabi.**

A faculty roster form can be automatically generated as a filtered report option which includes faculty name, courses taught, degrees earned, and any other rationale for why faculty are credentialed to teach courses in the four-column format. However, the system does not currently have the capability for access to live links to faculty credentials, course syllabi or direct import of course data into the faculty credential module.

i. **Provide custom report options to display faculty credentials data to meet program accreditation report requirements and to generate lists of faculty based on criteria such as department, discipline, degree, terminal degree, rank, awards, etc.**

The faculty credentialing module was intentionally designed, and provides for a wide array of faculty information to be entered into the system. While specific fields are not customizable at this time, the current data inputs in faculty credentialing offer a wide variety of fields including:

Profile	First/last name, title/position, DOB, Biography, Resume (upload) etc.
Credentials	Credentials Summary Academic Degrees Professional Certifications Professional Development Professional Memberships Awards and Honors
Experience	Experience Summary Professional Experience Consulting and Paid Service Experience Military Experience
Teaching	Teaching Summary
Scholarship	Research Summary Publications Presentations Research Reports Working papers Creative Activities Grants Patents Other Activities
Service	Service Summary

j. Allow individual faculty to access and update their individual profile and to create customized CVs.

Individual faculty can access and update their profile as often as needed. They can also proxy editing access to another user at VCU to edit on their behalf (i.e., Department Office Assistant). Faculty or their proxy can generate CVs in the system, which can be further edited as needed.

k. Allow calendaring of target dates, completion dates, and generate auto reminders.

In the platform, VCU can use deadlines and work area instructions to manage the distribution of responsibility for assessment planning and reporting throughout most of the system. Due dates can be set and review/feedback mechanisms can be established to allow administrators to review work submitted and track status of activities.

l. Allow for production of audit trail.

For each planning requirement managed by a template in the system, there is a log that tracks who made changes to a requirement and when the changes were made. Please note that any documentation of changes is self-reported.

m. Customizable homepage for accreditation reports.

Homepage image (institutional logo), welcome message, and coloration can be customized within the site at no additional cost. (Please note that branding customization does not include specifications such as font style, size, etc. and can take 6-8 weeks to turn-around to the end user since some dev work is involved.) Configuration (the setup of templates / permissions / organization goals etc.) are all done within the existing structure of the system and are done with the assistance of your Taskstream-Tk20 Implementation Specialist during the implementation process.

Further, VCU can produce online accreditation homepages (web-site) that can be customized, edited with content, and published online including password-protection.

n. Has hyperlink testing capability.

While Taskstream-Tk20 does not currently offer hyperlink testing capability, the system does allow users to link to assets (documents, reports) that have already been uploaded into Taskstream-Tk20, specifically in the case of an accreditation self-study.

C. Requirements for Additional Applications:

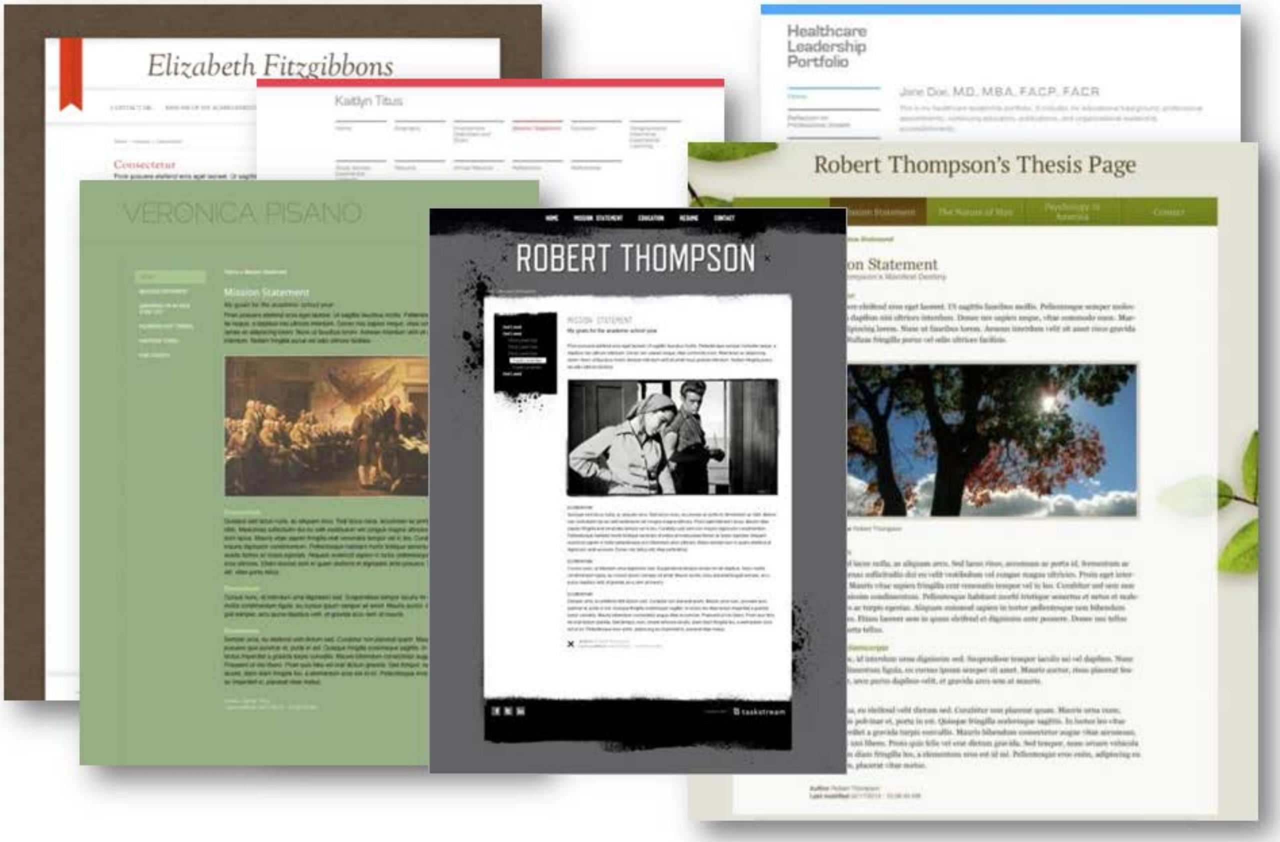
1. E-portfolios

a. Link e-portfolio artifacts directly to specific assessment outcomes at various levels across the institution.

Taskstream-Tk20 includes a comprehensive standards library accessible to users. In addition, Taskstream-Tk20 will add custom outcome sets at no cost for use by the University. Students can attach learning outcomes to a specific requirement in a folio if desired. Faculty can also import outcomes or standards into the requirement directions to indicate to students which outcomes should be addressed by the requirement. Institutions can assign evaluation methods to any or all requirements in the folio, most commonly customized rubrics, which provide the ability to nest outcomes or standards at the criteria level. To foster transparency, institutions may also decide to display the evaluation rubric to the student along with the requirement, or opt to have the rubric remain hidden from student view, depending on which process is a better match with the project goals. Custom instructions can also be added to the rubric which will only be accessible by the evaluators.

b. Create structured templates as well as allow students to build their own creative portfolio.

E-portfolio users can customize the style, look, and feel of the folio. With a variety of different 'skins' available in an array of colors and formats, there are many options for designing and arranging the content. Additionally, it's easy to copy a folio and add or delete content to tailor the experience for the intended audience. Student and faculty users may have multiple versions and copies of their folios tailored for different audiences and needs. Taskstream-Tk20 can also create custom templates using University branding at no additional cost for students/faculty to use in their portfolio design.



c. **Share portfolios with internal and external audiences such as potential employers or admissions committees in multiple formats (i.e. published to the web, printed, or saved as a single file).**

Not only can students export and share their customized portfolios with external parties, but they can also publish as many versions as they'd like to the web, with the option to password-protect each portfolio. Portfolios can also be published to PDF and can be shared on social media such as LinkedIn, Twitter, Google+, and Facebook.

d. **Upload multiple file formats, including video and audio, to a portfolio.**

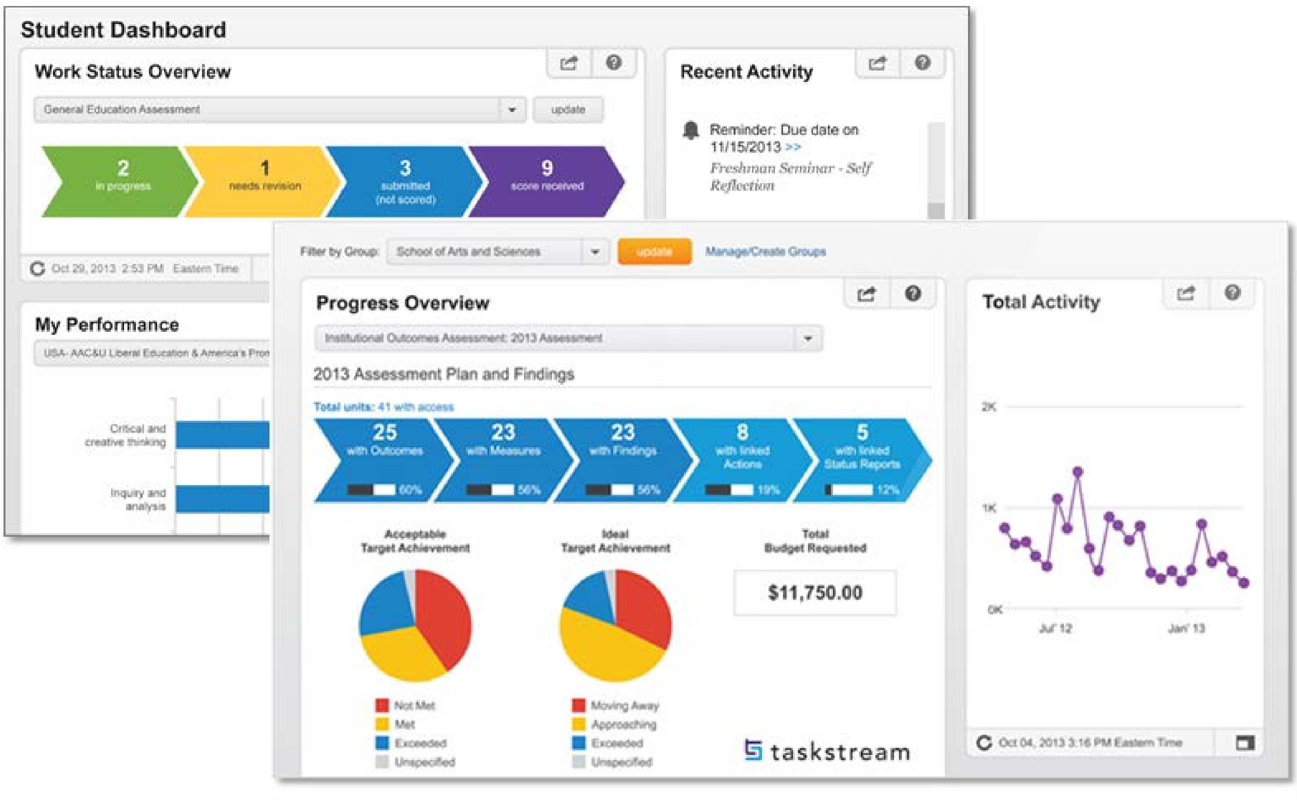
Users can upload all file types within the system to their portfolio as Taskstream-Tk20 places no restriction on file type. This includes but is not limited to Word files (.doc, .docx) Excel files (.xls, .xlsx, .csv etc) .pdf, .jpeg, .png, .mp3, .mp4, .wav, .mov .bitmap, etc.

e. **Track and analyze data gleaned from portfolio related activities.**

Taskstream-Tk20's platforms include robust reporting capabilities, with aggregated and disaggregated views. As users input data into the system, or students work through requirements, progress and performance reports can be run, which provide overviews of the data, as well as the ability to 'drill down' to specific work. Taskstream-Tk20's solutions include a myriad of reporting options, including performance results reports, rubric criteria reports, evaluation summary reports, and more.

f. Monitor engagement in portfolio development and evaluation.

Taskstream-Tk20 includes role-specific dashboards which allow for quick visualization of data. With Taskstream-TK20 dashboard reports, you can monitor the health of your implementation and the engagement of faculty and students and confirm the alignment and measurement of outcomes. Institutions, programs, faculty, and students can visually track performance on outcomes and competencies.



g. Provide both formal and informal feedback to students using rubrics, forms and comments.

Taskstream-Tk20 allows for informal and formal comments on artifacts in student portfolios. Students can solicit comments from informal reviewers on individual portfolio artifacts. In a formal evaluation or review of a portfolio artifact, comments on either rubrics or text can be shared with students if desired. Additionally, an administrative only comment section can be enabled in rubric-based evaluations for internal review purposes only.

h. Generate reports in real time with direct links to archived learning artifacts and allow filtering of data to analyze student performance.

Reports on student learning artifact evaluations provide overviews of data, as well as the ability to drill-down all the way to the student artifact in real time.

i. **Maintain student artifacts and portfolios so that students can access them after they leave the University.**

Taskstream-Tk20 allows students read-only access to e-portfolio content license for up to 7 years after the student's last enrollment date. Students may also choose to publish their materials to the web where Taskstream-Tk20 will host them at no cost indefinitely, and provide the option for students to remove the materials at any point simply by notifying Taskstream-Tk20's responsive, in-house support staff. Students may also choose to subscribe to Taskstream-Tk20 after graduation in order to have full read/write access to all Taskstream-Tk20 functionality.

2. Field Experience and Placement

a. **Provide essential clinical experience and internship support for the health professions, counseling, social work, education and the social sciences.**

Taskstream-Tk20 supports clinical/field placement. Our field placement module allows for documenting cooperating site/staff data; managing placement and rotation of students in field settings; and reporting on elements within the field placement module including placement, diversity, and individual student performance based on field assessments.

b. **Create multiple customized templates for placement site date (including contact information and site demographics) and cooperating staff data (including experience and credentials) to meet the needs of student teaching, clinical field experience, internships and other remote educational experiences such as study abroad programs.**

Our field placement module allows for documenting cooperating site/staff data; managing placement and rotation of students in field settings; and reporting on elements within the field placement module including placement, diversity, and individual student performance based on field assessments.

c. **Integrate with faculty credentials to link to and track University supervisors.**

While there is not currently an option to directly link/track a university supervisor's certifications in the faculty credentialing module, the field experience module does allow for documentation of supervisor and cooperating teacher credentials.

d. **Allow students to submit placement application forms online.**

If students are required to complete an application online and submit to a specific website, the link to that website can be uploaded into Taskstream-Tk20 for students to access. If this is a form that VCU would like to use within Taskstream-Tk20, an application form can be created for candidates to complete and submit to the program as a requirement, or sent to them as an online form via email for them to electronically complete and submit.

e. **Match student applications with cooperating sites and staff maintained in the solution.**

Search capabilities allow you to find good fits for students based on criteria like geographical location (zip codes), subject, school SES status, and by grade.

f. **Collect key demographic data and descriptive statistics for a variety of student activities outside the classroom experience.**

Any demographics can be collected and imported or required for entry in the system, including major, concentration, co-curricular activities, etc. These demographics can be filtered in reports as well, and if they are evaluated using a rubric (i.e., dispositions rubric), descriptive statistics can be displayed within generated rubric-collected data reports.

g. **Easily collect field experience assessments from cooperating site staff who are not associated with the University.**

Customizable, centralized databases allow you to collect and track detailed information about sites, cooperating teachers (including credentials and payments), administrator approvals, and specific placements. In addition, the Field Placement module enables you to associate individual placement records with corresponding program requirements. When combined with Taskstream-Tk20's performance evaluation capabilities, the result is a powerful solution for assessing student knowledge and skills demonstrated outside of the classroom.

h. **Manage and report on placements, University supervisor assignments, cooperating site staff, and the status of applications and assessments based on multiple criteria, including location (state where site is located), academic program, and specific course requirement.**

Reports in the field placement module includes reports on field placement records, which display placement details for selected candidates and filter criteria (such as state, site, status, etc.), Academic program reports which display a summary of all sites where placements took place for selected academic programs and years, and Supervisor reports, which display a summary of supervisor assignments and gender/ethnicity demographics (if applicable).

i. **Integrate with e-portfolios for student artifacts related to field experience.**

Yes. The Field Placement module allows for the association of individual clinical placement experiences (i.e., course-embedded clinical activities) with corresponding program requirements completed within a student’s e-portfolio.

D. Usability Requirements

1. Easily accommodate changes in the entity hierarchy without loss of data and/or need to reenter data (e.g. change in school, change in department).

Hierarchy edits are easily made without the loss of any data. In addition, areas can be moved around as needed.

2. Present a visual interface that is user-friendly, provides multiple ways to access solution components, and limits the number of clicks to move from one function to another. Additionally, the web-based platform should allow users access from any environment.

Taskstream-Tk20 offers Software-as-a-Service (SaaS) and is entirely cloud-based. All our tools are hosted entirely in-house and at our Tier 2-plus web farm partner, Quality Technology Group.

3. Provide a real-time dashboard view of program/unit assessment activities, progress toward meeting goals and deadlines. The dashboard should include the following:

- **a- Early alert functions which are useful in increasing timelines**
- **b- Planning Pages directly linked to SACSCOC standards**
- **c- Tools for manipulating and representing data**
- **d- A report function that provides and overall view of deadlines and dates**

Taskstream-Tk20 includes role-specific dashboards which allow for quick visualization of data. With Taskstream-TK20 dashboard reports you can monitor the health of your implementation and the engagement of faculty and students and confirm the alignment and measurement of outcomes. Institutions, programs, faculty, and students can visually track performance on outcomes and competencies.

Taskstream-Tk20 dashboards can provide visualizations such as comparing cohorts or student progress over time, or monitoring the linkages of assessment findings and improvement actions, or engagement of assessment planning activities.

4. Quickly view details about specific assessment plans to evaluate progress as well as see summarized results from multiple programs/ departments.

Taskstream-Tk20 reporting is designed to allow for both institutional and programmatic views, which enables users to see both the assessment data from a broader view, or hone in to a specific program, concentration, or course, facilitating program improvement.

5. Describe how product(s) addresses accessibility to ensure the application conforms to accessibility guidelines and standards.

Taskstream-Tk20 is committed to making its tools accessible for all users, including people with disabilities. Our tools comply with Federal Section 508 guidelines, Bobby, and W3C WCAG recommendations as described below. We are happy to provide our VPAT upon request. Some optional services and third-party plug-ins may not be covered by this document. As new technologies emerge, Taskstream-Tk20 strives to amend its tools to be compliant with the widest audience possible; however, for legacy reasons, some pages may not be updated immediately.

In addition to making technical changes to our websites to provide greater accessibility, we test them with multiple assistive technologies — such as screen readers and screen enlarging software — to analyze and modify our pages. We also engage accessibility experts and people with disabilities to further test and modify our websites for optimal usability. For additional information, please visit the following link: https://www1.taskstream.com/accessibility/

E. Support and Training Requirements

1. Service and support 24/7/365 available to Customer via telephone, e-mail, fax and remote access. An on-line help component should be available.

Mentoring Services, located in our New York City offices, is available via toll-free telephone and email support 7-days per week providing help-desk support for ALL end-users. We also have an on-line help section (please see https://help.taskstream.com/) complete with FAQs, support videos, and guides with screenshots to assist users.

2. On-site consultation and training for identified University staff must be included with implementation.

Implementation services are typically provided via live and recordable virtual meetings and offered in perpetuity of use. As an optional service, Taskstream-Tk20 can provide onsite custom training at a flat rate of $2,000 per day per trainer. Onsite training is not a requirement for successful use; it is noteworthy that 98% + of all implementations do not opt for onsite training or consultation and have successful, sustained implementations of Taskstream-Tk20.

3. Optional on-site training, support, or upgrade service for the product.

Per the response above, Taskstream-Tk20 offers optional onsite training as requested by VCU (although not a requirement for successful implementation and sustained use). Taskstream-Tk20 can provide optional customized onsite training at a flat rate of $2000 per day per trainer.

Taskstream-Tk20 periodically updates the service and features roughly every two-three months. Updates are propagated to the global site, tools, and for all users at no cost. Those at VCU who have Taskstream-Tk20 administrator permissions are notified well in advance of updates including any planned outage and a summary of updates. All end-users are also notified by a message that they can dismiss when they login to their own Taskstream-Tk20 account.

4. Options for requesting escalation for situations where rapid response or additional expertise is needed.

For implementation, VCU will work in close partnership with an assigned Taskstream-Tk20 Implementation Specialist for implementation planning, system configuration, account creation, quick-start guides, training, etc. Once initial implementation is complete, our Mentoring Services team is available to answer questions and resolve any issues. If there are situations where a rapid response or additional expertise is required, our Mentoring Services team will reach out to the VCU Implementation Specialist for additional assistance.

VCU will also have a dedicated Account Services Manager for any further escalations required beyond the assistance of the implementation specialist. Note that the VCU Implementation Specialist and Account Services Manager is available in perpetuity of use for consultation and assistance with modified or expanded use of the system or its component features (i.e., revised rubrics, new templates, modified report requirements).

5. Training materials and documentation must accompany training sessions.

Purchase of Taskstream-Tk20's solutions includes unlimited, customizable and recordable web-based training sessions for all end user groups. Customized quick start guides in PDF will be created and are also available as a service at no additional cost.

6. Training must include administration of application, assessment plan configuration and management, accreditation configuration and management, customization, report writing, creation of templates, rubrics and scales for electronic portfolios, managing assessment of portfolios, creating and administering surveys, generating output, and advice on training other users.

A designated Taskstream-Tk20 Implementation Specialist will work closely with VCU to customize the system to meet the needs stated above. This work will also include the following:

- Identify the desired goals and outcomes for each initiative and key point people responsible for implementation activities;
- Set up the environment in Taskstream-Tk20 (e.g., naming conventions, hierarchy);
- Create accounts (e.g., for designated university administrators, faculty, and staff);
- Work together to create work areas and methods for assuring quality of program requirements (e.g., rubrics and/or forms for review and feedback);
- Establish timelines for training and support documents (e.g., online trainings, user guides) needed for faculty, staff, and administrators, to ensure successful implementation.

F. Technical, Security and Maintenance Requirements:

1. Support role-based access to data in which user roles can be set up to facilitate authorization to access, review and contribute content.

In Taskstream-Tk20, user privileges/roles including 'reviewer', 'evaluator', 'manager', 'coordinator', and edit/view-only permissions can be assigned and administered locally at VCU by select individuals designated as a 'System Administrator'. These roles allow permissioned users access to various components/functions in the system, such as reports manager, review/approval authority, authorship permissions for building planning templates, and granting account holders the ability to contribute/edit content.

2. Secure, web-based hosted service accessible from any major web browser including Google Chrome, Mozilla Firefox, Internet Explorer and Safari.

Taskstream-Tk20 is a highly dynamic web-hosted environment that responds slightly differently to each browser. We recommend using a supported Internet browser to get full Taskstream-Tk20 capability:

Windows
Microsoft Internet Explorer 11.0 and above
Mozilla Firefox (latest version)
Google Chrome (latest version)

Mac
Mozilla Firefox (latest version)
Apple Safari 5.1 and above

Google Chrome (latest version)

iPAD/iOS
Mozilla Firefox (latest version)
Google Chrome (latest version)

Android 4.x +
Mozilla Firefox Latest Version
Google Chrome Latest Version

If you use an Internet browser other than those listed above, you may still be able to access Taskstream-Tk20 but you may not have access to all the system's features.

3. Data backup and recovery

Taskstream-Tk20 has a two-node highly available database server cluster and three database backup servers in two different physical locations with close to real-time data synchronization. One of the database backup servers is synchronized using SQL Server's native AlwaysOn Availability Groups feature and the other two database backups servers are synchronized using SQL Server's native Log Shipping feature.

Taskstream-Tk20's infrastructure is supported by a high performance, high capacity, scalable I/O SAN provided by EMC which maintains full redundancy across every component. While typical backup schedules for the industry are once for every 24-hour period, Taskstream-Tk20 has surpassed that metric and deployed an almost up-to-the-minute data synchronization system so that, at most, only 5 minutes of work could ever be lost in the case of catastrophic failure. All remaining hardware is also redundantly configured for zero or minimal downtime. The backup system for uploaded files consists of disk-to-disk backups (on-site and off-site) is synchronized every 10 minutes. The backup system for database content performs high-frequency synchronization to both our on-site and off- site backup database servers.

Finally, we keep two dedicated raided servers to house daily database backups for at least 180 consecutive days and then we keep bi-monthly backups for 6 more months, and finally at least one backup a year in perpetuity.

Taskstream-Tk20 has developed and actively maintains a robust Business Continuity/Disaster Recovery Program. The Business Continuity Plan contains trade secrets, proprietary information, and other sensitive information. The Overview below summarizes the main components of the Plan.

Taskstream-Tk20 has identified the personnel and the duties that are critical to running the business from an executive, technical, financial and customer service perspective. In each case, personnel have been identified to substitute in case the current responsible party is incapacitated. Each substitute party has been informed of such selection and, where warranted, has been supplied documentation necessary to perform the duty. Every six months, or when job duties or personnel shifts, the Executive Team meets to reassess the substitution plans.

Taskstream-Tk20 is well positioned with a plan for initial communications and subsequent telecommuting in the event of a disaster.

4. Initial Communications: All officers and employees are issued and are required to carry, at all times, a complete list of home and cell phone numbers for all other personnel. All employees also have web-accessible regular email as well as internal email with which to communicate. The Company has prepared and distributed a detailed list of communication responsibilities.

Telecommuting: As a completely web-based system, Taskstream-Tk20 can be supported from a technical and customer service standpoint from any internet-connected computer and a telephone. In the event that customer service has to be handled outside the main offices, Taskstream-Tk20's phone system has the capability to be forwarded to outside phone numbers. If the need for large numbers of telecommuters arises, a detailed plan setting forth communication and workflows is in place. Each employee of Taskstream-Tk20 has a home computer and internet connection sufficient to complete the majority of their duties at Taskstream. Copies of all critical internal documents and key external contracts are held off-site at the Company's accountant's Connecticut offices, as well as on an off-site hard drive of the Chief Operating Officer.

5. Logging/ tracking and reporting access and use.

Taskstream-Tk20's 24x7 monitoring system detects potential database attacks and notifies key personnel by text and email instantly upon detection of any questionable activity. For initial Internet security, we use Dell's SonicWALL NSA 4600 firewall appliances in a redundant highly available setup with robust performance which provides high bandwidth processing and allows us to implement complex access rules as required. Only HTTP and HTTPs are open to the Internet by default.

As an additional layer of security, Taskstream-Tk20 has specialized file security and data security systems built to prevent access to private data. Access is restricted using ID keys which are generated in real-time according to a proprietary algorithm. The use of the keys are monitored site-wide for tampering—all invalid key usage is logged with IP information for tracking, if necessary. SSL is provided during authentication (log in) as well as in our reporting systems.
Ability to operate on commercially supported and up-to-date hardware and software platforms.

As Taskstream-Tk20 is a hosted, web-based solution, users can access/operate the system on commercially supported and up-to-date hardware and software platforms that are web-enabled through a web browser application and have a live connection to the Internet.

6. A process for problem resolution for the proposed products and services.

Regarding response time for problem resolution, we acknowledge issues as soon as possible, but the response for issues varies depending on the nature of the issue. Our systems and data sites have numerous alarms and alerts in place so that, in the event of an issue or incident, immediate action can be taken. Critical issues are addressed immediately; this includes service outages (though Taskstream-Tk20 has maintained a 99.99% or better up time in the last year). Serious issues that affect multiple users are also attended to immediately. Issues that involve individuals are queued into our bug reporting system and examined within 4 hours and generally resolved within 24 hours.

G. Procurement Requirements:

Freight terms shall be F.O.B. Destination/Prepaid with inside delivery; additional charges shall not be allowed.

The terms and conditions of the RFP govern the resulting contract and not any Contractor terms and conditions or software license agreement.

The proposal prices shall include all costs for the equipment and services including all applicable freight and travel and living expenses; extra charges will not be allowed.

The initial contract term is from the date of award and continues for one (1) year after the implementation is complete and the system is accepted with four (4) annual, optional renewal terms.

SPECIFIC PROPOSAL REQUIREMENTS

a. Does / Shall your company comply with the mandatory requirements as presented in Section VI, Statement of Needs, Items A through G?

Yes.

Does / Shall your company comply with the non-mandatory technical requirements as presented in Section VI, Statement of Needs, Items A through G (i.e. “should” becomes "shall")?

Yes.

b. Does your company agree with the Procurement Requirements in Section VI.G.?

Yes.

c. API

- **Describe any standard and/or proprietary API’s, integration resources, or development tools that extend your toolset.**

Taskstream-Tk20 is LTI v1.1 compliant and v1.0 certified compliant, and supports various single-sign on protocols including LTI, Token-Based authentication, and CAS. Our Web Services API provides for real-time data sharing with other systems without the need for user interaction. This functionality can create accounts, update user information, and transfer course and program data automatically.

We also offer integration with multiple LMS tools, such as Blackboard, Sakai, Desire 2 Learn, Canvas, and Moodle.

Taskstream-Tk20 has an office of Integration Services and is pleased to respond to any specific technical questions or for a conference call to discuss technical capabilities.

d. Architecture

- **Describe which web browsers are supported by your solution. For each browser identified, note any aspects of your application that may not carry over to different browsers or operating systems.**

Taskstream-Tk20's tools are entirely web-based, and users can access their accounts from anywhere at any time with a live Internet connection. Taskstream-Tk20 supports all current web browsers: IE10 and above, Edge 12 and above, Chrome/FireFox 40 and above, Safari 7 and above, as well as these current browsers on iOS/Android devices.

- **Is the application optimized for mobile device support including a responsive user interface or app? What is supported out of the box?**

While Taskstream-Tk20 does not currently offer a mobile app, the system is fully navigable and accessible on web-enabled mobile devices that have a current web browser and active connection to the Internet, allowing users to both view and edit content based on their role and permission levels.

It is important to note that since document file storage directories are non-native to mobile devices, student submissions may be inhibited depending on the action they are attempting to perform (attach a document or other non-native evidence to a requirement). For photo and video submissions, students can select this type of media from their phone or tablet for upload and submission. Because of the nature of work performed in the portfolio tool, we recommend a laptop or personal computer for more intensive site navigation.

- **Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.**

Taskstream-Tk20 offers cloud-based SaaS solutions, and as such there is no local hardware/software requirements of any kind, and there are no specific OS compatibility requirements (only browser compatibility requirements, which are listed below, for use/administration of the system).

Taskstream-Tk20 supports all current browsers: IE10 and above, Edge 12 and above, Chrome/FireFox 40 and above, Safari 7 and above, as well as these current browsers on iOS/Android devices.

- **Does your solution have the ability to operate on commercially supported and upto-date hardware and software platforms?**

Yes, Taskstream-Tk20 operates on web-enabled hardware platforms that have a live Internet connection using current web-browsers.

- **Describe the hardware and software requirements for proposed system(s).**

Taskstream-Tk20 offers cloud-based SaaS solutions, and as such there is no installation of any kind, and there is no specific OS compatibility requirements (only browser compatibility requirements). Taskstream-Tk20 supports all modern browsers: IE10 and above, Edge 12 and above, Chrome/FireFox 40 and above, Safari 7 and above, as well as these current browsers on iOS/Android devices.

- **How is scalability accomplished as the criticality of the system(s) and number of users increases?**

Taskstream-Tk20 is built, primarily, as an n-tiered system with additional advanced application servers providing enhanced scalability. The basic building technology is an ASP/IIS 7.0 and MVC .NET/IIS 7.0 front-end with MS SQL Server 2014 Enterprise running on a pair of Dell clustered servers serving as the database backend.

The topology of our site is a web farm of approximately 24 tool web servers, an EMC NAS for file serving, and ultra-high performance primary and backup databases. Performance is augmented using industry standard "Redis" servers which provide high performance and scalable access to temporarily volatile data. Additionally, we have custom-built database accelerating software technology which provides optimal scaled performance as system-wide use increases.

- **Describe requirements for application servers, any specific platform recommendations or requirements for certified configuration.**

As Taskstream-Tk20 is a cloud-based SaaS system, there are no end-user requirements or options for locally-hosted application servers. All feature updates and enhancements are developed by Taskstream-Tk20 and propagated to all users at the time of release.

- **Describe the supported database platforms.**

As Taskstream-Tk20 is a SaaS we manage and maintain the database on behalf of client institutions.

- **Does this system provide native compatibility for the following database architectures SQL, Oracle or additional database support?**

As Taskstream-Tk20 is a SaaS we manage and maintain the database on behalf of client institutions.

- **Describe support for real-time access to data through some other method (ODBC, ADO, LDAP, JDBC,) that allows dynamic web content and applications.**

Taskstream-Tk20 is LTI v1.1 compliant and v1.0 certified compliant, and supports various single-sign on protocols including LTI, Token-Based authentication, and CAS. Our Web Services API provides for real-time data sharing with other systems without the need for user interaction. This functionality can create accounts, update user information, and transfer course and program data automatically. Please note that we do not allow direct connections to our database.

- **What are the system storage requirements, including file formats, that your proposed solution uses?**

Users can upload all file types within the system to their portfolio as Taskstream-Tk20 places no restriction on file type. This includes but is not limited to Word files (.doc, .docx) Excel files (.xls, .xlsx, .csv etc) .pdf, .jpeg, .png, .mp3, .mp4, .wav, .mov .bitmap, etc.

Taskstream-Tk20 does place limitations on the file size of individual video files uploaded for performance reasons. The limit for single video files or multimedia files is 500MB. If there is a need to increase this limit, this is definitely possible. There are no limits to the number of files that can be uploaded. Additionally, Taskstream-Tk20's e-portfolio tool allows for the embedding of multimedia artifacts from 3rd party hosts (e.g., YouTube), which does not impact storage space.

- **Explain how your system provides for export of customer data.**

All reports run from Taskstream-Tk20's solutions can be quickly exported into common formats such as .csv, Excel and Word for use by any external stakeholder, or imported into other programs for further analysis or desired data visualization.

TS Export: Taskstream-Tk20's XML Export is a database export utility that provides a comprehensive output of assessment data from your institution's Taskstream-Tk20 Folio Assessment Programs in LAT (Learning Achievement Tools). In addition to evaluation results, the export includes student data (including name, student IDs, etc), history logs of all submission and evaluation events, rubric scores for all rubric criteria, and descriptions of student work.

The XML extract contains customized tags that enable transmission, validation, and interpretation of data between Taskstream-Tk20 and VCU. The schema closely mirrors the data structures that are represented on the interfaces of the Taskstream-Tk20 site. Therefore, it is highly recommended that people who work with this schema are familiar with the Taskstream-Tk20 LAT system, in particular the LAT Folio Assessment System that includes concepts such as DRF templates, evaluation methods, role definitions, and rubric elements (criteria, performance levels, etc.). A typical integration effort would include a developer, who understands how to extract the XML data and to push it into a downstream system, and an assessment coordinator, who understands how the different DRF programs are structured and what evaluation data must be captured for downstream reporting.

For additional details, please visit on our online integration services support center: https://integration.taskstream.com/customer/en/portal/articles/1367556-ts-export-overview

- **Explain how the solution uses standard programming language for customizations.**

Taskstream-Tk20 is offered as a SaaS, cloud-based solution and while certain customizations are available in the system (rubrics, branding, templates, terminology/nomenclature), we are not a client custom-developer provider and do not offer unique custom builds of the system for individual clients. All development work is done exclusively by Taskstream-Tk20 and updates are propagated to the entire system and end-users.

Taskstream-Tk20 does maintain a dynamic list of development priorities that in turn provides our product improvement team with guidance, initiatives, and recommendations for continuous improvement. Taskstream-Tk20 actively encourages clients to provide feedback and suggestions on areas for improvement, and we have a formal process of documenting every feature request for tracking and consideration with our senior development administrators.

- **Is the solution available as a hybrid deployment, leveraging a mixture of integrated, on premise, private and/or public cloud?**

Taskstream-Tk20 offers Software-as-a-Service (SaaS) and is entirely cloud-based. All of our system and components/features are hosted entirely in-house and at our Tier 2-plus web farm partner, Quality Technology Group.

e. DRP / Backup

- **Please describe your Backup and recovery process. Attach or reference additional documents as necessary. Please include standard recovery time SLAs and note services that may not be available during backups.**

Taskstream-Tk20 has developed and actively maintains a robust Business Continuity/Disaster Recovery Program. The Business Continuity Plan contains trade secrets, proprietary information, and other sensitive information. The Overview below summarizes the main components of the Plan.

Taskstream-Tk20 has identified the personnel and the duties that are critical to running the business from an executive, technical, financial and customer service perspective. In each case, personnel have been identified to substitute in case the current responsible party is incapacitated. Each substitute party has been informed of such selection and, where warranted, has been supplied documentation necessary to perform the duty. Every six months, or when job duties or personnel shifts, the Executive Team meets to reassess the substitution plans.

Taskstream-Tk20 is well positioned with a plan for initial communications and subsequent telecommuting in the event of a disaster.

Initial Communications: All officers and employees are issued and are required to carry, at all times, a complete list of home and cell phone numbers for all other personnel. All employees also have web-accessible regular email as well as internal email with which to communicate. The Company has prepared and distributed a detailed list of communication responsibilities.

Telecommuting: As a completely web-based system, Taskstream-Tk20 can be supported from a technical and customer service standpoint from any internet-connected computer and a telephone. In the event that customer service has to be handled outside the main offices, Taskstream-Tk20’s phone system has the capability to be forwarded to outside phone numbers. If the need for large numbers of telecommuters arises, a detailed plan setting forth communication and workflows is in place. Each employee of Taskstream-Tk20 has a home computer and internet connection sufficient to complete the majority of their duties at Taskstream. Copies of all critical internal documents and key external contracts are held off-site at the Company’s accountant’s Connecticut offices, as well as on an off-site hard drive of the Chief Operating Officer.

In addition to the above response, please see a sample SLA below:

Taskstream-Tk20 Standard Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) is made and entered into as of this ____ day of __________, 20__ (“Effective Date”) by and between Taskstream-Tk20, LLC, (“Taskstream-Tk20”), and _______________, *located at _______________________________ ("Organization") and is made subject to the terms and conditions set forth in that certain Organizational Subscription Agreement and any related agreements, amendments and/or attachments (collectively, the "Agreement") executed between the parties and dated _________, 20__.*

The Parties hereby represent and warrant to each other that the individuals executing this SLA are duly authorized to execute and deliver this SLA on their behalf, and that each Party will comply with and be bound by its terms and conditions, as well as those contained in the Agreement. Any terms defined in the Agreement shall have the same meaning in this SLA as in the Agreement. In the event that any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provisions of this SLA shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent with the Agreement.

SERVICE AVAILABILITY GUARANTEE
Taskstream-Tk20 shall maintain 100% availability for the Service (as that term is defined in the Agreement) for Organization. Based upon the actual duration of the interruption of Service, the Organization shall be entitled to credits against subsequent renewal invoices issued by Taskstream-Tk20.

REPORTING
Organization will be entitled to credit(s) as outlined below if the Organization: (1) provides written notice to Taskstream-Tk20 of the circumstances giving rise to this credit request, and (2) provides such written notice within five (5) days after the last day of the calendar quarter within which Taskstream-Tk20 failed to comply with the above guarantee. For any calendar quarter in which Taskstream-Tk20 fails to meet the above guarantee, Organization will receive one credit, based on the credit structure below.

CREDIT POLICY
If Taskstream-Tk20 fails to meet the Service Availability Guarantee outlined above in any given calendar quarter, Taskstream-Tk20 will, as Taskstream-Tk20's sole obligation and Organization's sole and exclusive remedy for failure to meet the foregoing guarantee, credit Organization's account according to the following schedule(s):
Credit:

- *Uptime of 99.99% or higher: No Credit*
- *Uptime of 99.9% - 99.99%: 1% Credit*
- *Uptime of 99.0% - 99.9%: 2% Credit*
- *Uptime of 98.0% - 98.9%: 3% Credit*
- *Uptime of 97.0% - 97.9%: 5% Credit*

CREDIT EXCEPTIONS

1. *A. If at any time the Organization is in default under the Agreement or terms of payment, then the Organization will not be entitled to any service credits.*
2. *B. Credit will not be issued under this Service Level Agreement for any covered outage that, as determined by Taskstream-Tk20 in its reasonable judgment, results from:*

Any scheduled or emergency maintenance up to an accumulated total of 24 hours per calendar quarter; Downtime due to Organization-initiated changes whether implemented by Organization or Taskstream-Tk20 on behalf of Organization; Downtime caused as a result of the Organization exceeding system capacity; Downtime due to viruses or denial of service attacks; Downtime due to Organization required operating system software revisions and hardware/software configurations that are not Taskstream-

Tk20 tested and approved; Downtime due to problems caused by Organization-supplied Web site content or software (e.g. faulty CGIs or third party applications); Downtime due to the acts or omissions of Organization, its employees, agents, third party contractors, or anyone gaining access to Taskstream-Tk20's network or to the Organization's Web site at the request of Organization; Downtime caused by Acts of God or natural disasters; Any event or condition not wholly within the control of Taskstream-Tk20; and the negligence or willful misconduct of Organization or others authorized by Organization to use the Services provided by Taskstream-Tk20.

Data Base Backup
Taskstream-Tk20 shall employ -- at a minimum -- the following data base backup system to protect Organization data, to the extent reasonably possible, from catastrophic hardware failure: A concurrent backup system providing data synchronization on no more than a one-hour delay on doubly redundant database servers located both on- and off-site, as well as a dedicated raided server to house daily database backups onsite for the most recent 365 days.

Files & Attachments Backup
Taskstream-Tk20 shall employ -- at a minimum -- the following backup system to protect files and attachments uploaded by Organization End Users, to the extent reasonably possible, from catastrophic hardware failure: A concurrent backup system providing data synchronization on no more than a one-hour delay on doubly redundant database servers located both on- and off-site.

Data Migration
In the event that Organization decides to no longer use Taskstream-Tk20's Services, Taskstream-Tk20 shall assist Organization in the migration of Organization assessment data on Taskstream-Tk20 through its data export functionalities, at the then current prices on Taskstream-Tk20's website. In the event that the data migration requires non-standard work by Taskstream-Tk20 personnel, the rates for such work shall be negotiated.

- **Please provide an overview of your disaster recovery plan (DRP) including measures such as offsite backup storage, RTO/RPO, warm/hot site availability... Etc. f. Implementation**

Please refer to the previous question.

- **How do you implement the product? If you work with external partners describe how you partner with these firms to implement your application**

Implementation Planning:

While Taskstream-Tk20 provides intuitive, flexible, and easy-to-use tools, we believe that training and ongoing support are crucial for the success of any implementation. Taskstream-Tk20 prides itself on its industry leading customer service, playing an integral role in design and implementation at no cost to the client. To that end, Taskstream-Tk20 has a well-structured implementation support plan that includes a combination of implementation meetings, trainings, support materials, and telephone and email support provided by Mentoring Services for technical and implementation issues.
Taskstream-Tk20 will assign an implementation support specialist and an account manager to work directly with the university in close partnership by configuring Taskstream-Tk20 for use across the institution. The Taskstream-Tk20 implementation specialist will collaborate on development of an implementation plan which will serve as a 'roadmap' detailing all elements associated with the configuration, training, and roll-out of Taskstream-Tk20.

Phase 1: Preplanning – Following a needs assessment facilitated by Taskstream-TK20, the preplanning phase is usually done through one or more conference calls and one or more 60-120 minute on-line meetings with the Taskstream-Tk20 implementation specialist and account manager. During this phase, Taskstream-Tk20 works with primary contacts at the university to determine desired outcomes and goals and uses that information to answer such questions as: What data do you need to collect and report on? What does your assessment process look like? Who will be using Taskstream-Tk20? What accreditation needs to you have? What are your initial thoughts regarding communication strategies and training key users across campus?

Phase 2: Design – The design of the institutional effectiveness system, including the construction of all requirements and assessments, is what drives the envisioned end result with respect to data aggregation and reporting. In this phase, VCU would likely designate a point person or design team to work directly with a Taskstream-Tk20 implementation specialist to translate the decisions made in Phase One into the Taskstream-Tk20 environment. In short, the design phase focuses on the setup or customization of Taskstream-Tk20 to meet the needs of the institution. In addition to individual mentoring support, primarily conducted over the phone and online, Taskstream-Tk20 provides detailed help manuals for every step of this customization.

Phase 3: Implementation – In this phase of the process, we focus on getting key administrators up-to-speed on how to manage the system and for general users and reviewers in how to work within the system. These trainings are part of Taskstream-Tk20's service offerings and will be held as often as necessary. All trainings are done via teleconference and typically last for one hour at a time. Training sessions can be offered for general users, reviewers, and administrators, and can also be used as 'train-the-trainer' sessions. We will customize beginner's guides that can be distributed to all constituent groups to facilitate the process based on the actual system configuration/workflow at VCU. Mentoring Services support is also available via telephone and email support 7-days per week.

Phase 4: Evaluation and Revision – Taskstream-Tk20 believes that we are true partners in the process, and we see the implementation as just the beginning of the process. This final phase is ongoing and in perpetuity of implementation/use. We follow up with VCU, through both telephone conversations and web-conferences, to ensure that you are constantly evaluating the successes and identifying barriers and using this evidence to continually improve your implementation.

As part of our training and support plan, Taskstream-Tk20 educates system administrators on how to configure and customize the system for specific needs at the institution. We also provide access to these system administrators to manage various processes and monitor use and performance. Robust online help materials provide detailed information for troubleshooting system problems. Additionally, our Mentoring Services group is available via email and a toll-free number to provide free trouble-shooting services to faculty, staff, and administrators. Typically, VCU IT personnel and Taskstream-Tk20's Mentoring Services associates work closely together to bring all users up to the speed they need, depending on determined local level of involvement/support.

- **Provide an implementation schedule indicating how long after the award of the contract it shall take your company to allocate the resources and deliver and install the system for use at VCU.**

The implementation of Taskstream-Tk20 can take as little as three weeks or last for several months; much depends on the depth of use and the readiness of end-users to assume roles within the system as they come on board. As VCU sets the pace for this process, Taskstream-Tk20's Mentoring Services Department will meet with you as often as necessary to achieve time-related goals. Taskstream-Tk20 has experienced full implementations that have been begun and completed in as little as two-three weeks, though the workload during these two weeks has been significant. The average implementation planning and system configuration lasts for approximately 2-4 months.

The table below represents a tentative sample Implementation Schedule with some basic assumptions about your timeline:

Phase/Stage	Milestone	Responsible Party	Timeframe
Initial Implementation / Pre-launch activities	**Initial Vision Discussion ("Onboarding Call")** Review VCU's vision, goals and understand overall timetable for setup, deployment, and training.	VCU & Taskstream-Tk20	June 2017
	Needs Assessment ("Getting Started Call") Confirm goals outlined in Launch Call, and create detailed timelines for each specified initiative.	VCU & Taskstream-Tk20	June 2017
	Setup and Account Creation Set up back-end of system and create administrator accounts (Account creation method dependent upon VCU's preferences).	Taskstream-Tk20	Within 48 hours of Getting Started Call

	Implementation Meetings Hands-on online meetings to set up templates and program/workspace areas based on articulated goals and timelines.	VCU & Taskstream-Tk20	Summer 2017
	Admin Training and Orientation Orientation and training for key faculty and administrators (might include access to Quick-start guides, online trainings, etc.).	Taskstream-Tk20	Summer 2017
	General Training and Orientation Broader orientation and training for faculty, and administrators (might include access to Quick-start guides, online trainings, etc.).	Taskstream-Tk20	Summer 2017
Launch	**Roll Out** VCU utilizes Taskstream-Tk20 across the institution. Ongoing, unlimited support for all VCU users provided by Taskstream-Tk20.	VCU	Fall 2017
	Partnership Review Review progress and plan for continuous improvement.	VCU & Taskstream-Tk20	Winter 2017

g. Performance

- **Describe the average client response time for all functions of the proposed system.**

We acknowledge issues as soon as possible, but the response for issues varies depending on the nature of the issue. Our systems and data sites have numerous alarms and alerts in place so that, in the event of an issue or incident, immediate action can be taken. Critical issues are addressed immediately; this includes service outages (though Taskstream-Tk20 has maintained a 99.99% or better up time in the last year). Serious issues that affect multiple users are also attended to immediately. Issues that involve individuals are queued into our bug reporting system and examined within 4 hours and generally resolved within 24 hours.

h. Reports

- **What pre-defined reports are provided, and which reporting customization features are provided (scheduling reports, on-screen, downloadable, emailed, PDF, Excel, CSV, etc.)?**

Taskstream-Tk20's solutions offer a variety of options for customizing the information presented in reports. Customized reports may be tailored to pull specific data and information needed by the University to demonstrate results, actions and areas for improvement.

In most cases, reports run in Taskstream-Tk20 can be viewed within the system, saved as HTML, printed, or exported to Excel, Word, or PDF.

- **Can pre-defined reports be personalized by end users to fit their specific business needs?**

Taskstream-Tk20 reports can be customized to include relevant information for accreditation and external stakeholder purposes, such as findings, results, and addressing action items, thus "closing the loop" on the assessment process, or other information and data dependent upon the user's needs.

The system offers many options to customize reports, which can be discussed once you meet with your implementation specialist.

i. Security

- **Describe the logging/ tracking and reporting access and use of your solution.**

Taskstream-Tk20's 24x7 monitoring system detects potential database attacks and notifies key personnel by text and email instantly upon detection of any questionable activity. For initial Internet security, we use Dell's SonicWALL NSA 4600 firewall appliances in a redundant highly available setup with robust performance which provides high bandwidth processing and allows us to implement complex access rules as required. Only HTTP and HTTPs are open to the Internet by default. As an additional layer of security, Taskstream-Tk20 has specialized file security and data security systems built to prevent access to private data. Access is restricted using ID keys which are generated in real-time according to a proprietary algorithm. The use of the keys are monitored site-wide for tampering—all invalid key usage is logged with IP information for tracking, if necessary. SSL is provided during authentication (log in) as well as in our reporting systems.

- **Describe the auditing methodologies and capabilities for managing integrity and change control. Describe elements capture with the audit process.**

Please see response to previous question. In addition, Taskstream-Tk20's collocation has both SOC 2 and SOC 3 audit reports which can be furnished upon request. Taskstream-Tk20 has also undergone a Shared Assessment Self-Audit which can also be provided if necessary.

- **Describe auditing and logging capabilities and data. Include the information recorded with each event. For example, Successful and failed authentication, Successful and failed authorization, Successful and failed policy change.**

Systems that handle confidential information, accept network connections, or make access control (authentication and authorization) decisions record and retain audit-logging information that answers the following:

What activity was performed?
Who or what performed the activity?
What activity was performed on (object)?
When was the activity performed?
What tool(s) was the activity performed with?
What was the status (such as success vs. failure), outcome, or result of the activity?

We use enterprise-level centralized log management solutions to monitor, correlate, and analyze all audit logs.

- **Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability?**

Please see previous response.

How does your system record and granularly audit changes to file and content of database? What is the ability to provide these audit events as ingestible items by a SIEM or central log collection source?

Please see previous response.

If the solution is SaaS or hosted off-site, the Offeror must complete a full third party service provider assessment prior to VCU's procurement of its service.

We're happy to provide you with our Shared Self-Assessment as requested.

- **If the solution is SaaS or hosted off-site, the service provider must provide relevant documentation and when available, attestation around its infrastructure, platform, and application security architecture. This documentation may include, but is not limited to, SOC / SSAE-16 reports, internal information security policy and requirements, recent assessment, penetration testing, and audit reports. Please describe your firm's ability to provide this information.**

We are happy to provide our PIC DSS quarterly assessment, PCI-DSS yearly questionnaire, and our data center's SOC attestation reports upon selection.

- **Do you have a 3rd party attestation of controls or certification such as an SSAE-16, ISO 2700X or a penetration test? Please provide any additional details that would demonstrate system controls.**

Due to the sensitive nature of these documents, we are happy to provide this information to you upon selection.

- **How often are external/third party penetration tests performed on the solution?**

External/Third Party: We have started yearly third party penetrations test on our applications.

Internal: Our Security Engineer performs full Penetration Test and Vulnerability Assessments on our applications yearly and new features go through Assessments upon release.

- **Which items of the solution are scanned as part of external / third party penetration tests?**

Our Security Engineer performs quarterly Vulnerability Assessments on all our networks as well as yearly Penetration Tests.

- **Please describe the solutions data retention configuration options for audit logs, configurations and other relevant data.**

All security related logs are kept online for a minimum of 3 weeks. Daily incremental backups will be retained for at least 3 months. Weekly backups of logs will be kept for at least 1 month. Monthly backups will be retained for a minimum of 1 year.

Data typically does not get hard delete from the database for recovery and redundancy purposes. Data is archived and may reside in our database for a minimum of seven years. We will accommodate any requests to remove data at any time or upon termination of a contract. Data that persists in our database after termination of service may be scrubbed to anonymize such data.

- **Please describe the process for detecting and preventing the unauthorized modification, update, or deletion of records within the system.**

Each Taskstream-Tk20 user has an individual login and password that they are instructed not to share with anyone else. Taskstream-Tk20 cannot keep students from divulging their passwords. However, all logins to all accounts are logged: further, once logged into Taskstream-Tk20, a user cannot communicate, send information or change information "anonymously."

- **Does your solution use LDAP or SAML based single sign-on for authentication and/or authorization access to system?**

Taskstream-Tk20 supports a variety of protocols for establishing single sign-on with other systems, including LTI, Token-Based authentication, and CAS. Taskstream-Tk20 is LTI v1.1 compliant and LTI v1.0 certified compliant as a member of the IMS Global Learning Consortium with over 50 systems.

- **Explain how your solution integrates with DUO Security's multi-factor authentication solution for administrative access to the system**

Duo Security multi-factor authentication is used by authorized Taskstream-Tk20 employees for administrative sites when logging in from outside of our networks. We currently do not offer multi-factor authentications to clients.

- **Describe how your solution will integrate with the University for authentication and authorization methods**

Taskstream-Tk20 is LTI v1.1 compliant and v1.0 certified compliant, and supports various single-sign on protocols including LTI, Token-Based authentication, and CAS. Our Web Services API provides for real-time data sharing with other systems without the need for user interaction. This functionality can create accounts, update user information, and transfer course and program data automatically.

- **Describe the handling of matching on attributes for authentication and authorization.**

All customer data is logically segmented in the database which is only accessible to key administration personnel. Access to data is adheres to a need-to-know basis and such access is carefully monitored.

- **Describe the method(s) and granularity of authorization of access to data and services (e.g. individual accounts, LDAP groups, Active Directory accounts)**

Taskstream-Tk20 accounts can be purchased, and we also integrate with many single sign-on solutions.

- **Support role-based access to data in which user roles can be setup to facilitate authorization to access, review and contribute content.**

There are various levels of access to the data on the users side (students, evaluators, administrators, site coordinators, etc. All have different levels of access). Access to raw data in the database, or any files/content uploaded is not available through an accessible service such as API or portal. Access to individual accounts is controlled solely by the account owner.

- **Describe how the product uses network communications to provide its services. Include the purpose and circumstances of all sessions, both amongst internal components and between internal and external components. Specify the communications protocols, listening port numbers, client initiation port numbers, and encryption used between the applicable components: Client workstation(s) to/from server(s); Server to-from server if applicable; Client workstation(s) to/from external server(s) (e.g. directories, databases, file shares, vendor sites); server(s) to/from external server(s) (e.g. directories, databases, file shares, vendor sites). Are there any unencrypted communications? If so, please list all data that is passed in the clear.**

Since our solutions are SaaS and all data is hosted in house, client connections to our services is limited to HTTPS , FTPS, and Sign-on services running on standard ports. All communication is over TLS Describe the communications path of any sensitive data.

All sensitive data is transmitted over encrypted communication. Data is encrypted in transit to all our servers.

- **How are users and processes authenticated before gaining access to data and services? Include authentication between components and between the product and external services. Are all authentication components encrypted when crossing the network?**

All system administrators use their own credentials and are required to use them and are not permitted to share credentials. We have a separate application that allows our Mentoring Services group to support our clients need. Representatives have access to student and faculty data on an individual level and must be granted permission from the particular user prior to accessing that users data.

- **Describe how and where any sensitive data, including authentication information, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details.**

All traffic to/from Taskstream-TK20 servers utilize TLS 1.1/1.2 which is continually monitored and upgraded to adhere to industry best practices.

- **What antivirus or other equivalent protection against malicious code is your solution compatible with?**

We have a fully deployed enterprise level antivirus system that serves our development & office workstations as well as key pieces of production infrastructure.

- **What encryption technologies are employed by your system, and where are they employed?**

HTTPS and Sha256RSA with 2048-bit encryption is used to store and transfer data. All database backups (data at rest) are encrypted. Because our database uses an EMC SAN, all drives are therefore part of RAID arrays and cannot be read individually. HTTPS and Sha256RSA with 2048-bit encryption is used to store and transfer data. All database backups (data at rest) are encrypted. Because our database uses an EMC SAN, all drives are therefore part of RAID arrays and cannot be read individually.

- **Please describe the capabilities to encrypt data at rest and in transit.**

Data is stored on Taskstream-Tk20 servers and all data-at-rest is encrypted. Data on deprecated hard drives are destroyed by U.S. DOD methods using third-party data destruction services.

j. Staffing

- **Describe any staffing required by the University to support the system including performing backups, installing new releases, creating reports, and any other tasks needed.**

Involvement of VCU staff will vary depending on whether the institution will use integration services such as LMS integration and gradebook pass back. Because Taskstream-Tk20 offers a cloud based, SaaS solution, there is little to no setup involved on premises. Below is a brief overview of what you'll need to consider when determining the involvement of local IT staff.

Implementations require the following datasets

- User List - Taskstream-Tk20 will need an Excel spreadsheet with the list of Faculty/Staff/Admin users you'd like to have accounts created for in LAT. This data includes first name, last name, and e-mail address for all faculty users.
- Demographic Information - Taskstream-Tk20 will need an Excel spreadsheet of any demographic information from your SIS that you'd like to include.

If your institution will be using the LMS integration you will also need to involve your LMS admin to obtain the shared secret and key to add Taskstream-Tk20 as a tool within the LMS, as well as adding the course shell. This is an simple process and can be completed with minimal involvement from the institutions IT or LMS Admin.

Taskstream-Tk20 recommends that key personnel from the institution are identified to assist with the implementation process. For some institutions, this is a single point of contact, or administrator, in other cases this responsibility is shared by key members of different departments. These personnel may be responsible for managing other users' permissions, engaging with implementation on specific system template setup formats and language, and generally liaising with Taskstream-Tk20 during the implementation and setup process. The amount of time involved in this process greatly depends on how complex the implementation will be, and Taskstream-Tk20's implementation specialists will conduct a needs assessment to determine this complexity, as well as work with the institution towards best practices, which can simplify the process, be easier to maintain, and yield better results. It is also important to note that the bulk of the time and energy devoted by university or institution staff occurs during the implementation process, where maintenance of the system is far less intensive.

k. Support

- **Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.**

Taskstream-Tk20 normally does not refresh except during maintenance windows. Maintenance windows are pre-scheduled for every 2 months during which time all systems refresh. Our agile approach to software development affords us the opportunity to continuously evolve.

- **Please describe your backwards compatibility for previous versions of system integrations, and for preserving product customizations, extensions and configurations.**

We generally support the last 2 versions of systems we might integrate with, specifically LMSs. We typically do preserve extensions and configurations. We do not have many product customizations aside from branding, but will preserve that with new releases.

- **How many revisions from current product are you still supporting?**

We embrace the values and practices of Agile software development, placing a high priority on understanding end-user needs and delivering a delightful user experience that matches their roles and goals. In other words, we do not "revise" old versions of our product, but continuously improve our product.

- **Describe capabilities for remote support and indicate what action shall be taken by the University to take advantage of that service.**

Implementation Services are typically provided via live and recordable virtual meetings. In fact, 98%+ of all implementations are done remotely, and our Mentoring Services team provides both phone and email support remotely as well. There are also self-service options in the form of quick-start guides, videos, and webinars that VCU can take advantage of during/after their implementation of Taskstream-Tk20.

- **Describe maintenance options and whether they vary in cost by time of day, etc.**

Taskstream-Tk20's tools are entirely web-based, and users can access their accounts from anywhere at any time. Any additional support is complimentary to the institution, regardless of time of day.

- **Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.**

All services, including integration services, are complimentary. The only additional cost is for onsite training, which is at the price of $2000/day/trainer.

- **Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following four (4) years.**

Again, there is no charge for continuous support and maintenance of the solution.

- **Describe the procedures for obtaining services for all types of maintenance (e.g., installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)**

VCU will not only have an implementation specialist who will be their primary contact for all support and maintenance, but an account services manager will also be provided for any additional support needed.

- **Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.**

Our focus as a company is to provide tools and services to help institutions achieve their goals and “get it right” for their communities. Above all, we remain committed to the improvement of students’ success and the institutions that serve them. We provide solutions focused on using student learning outcomes to help drive decision making and improvement at all levels. Our product development is informed by client feedback, our own research, reviews of prevailing campus practices, and the growing body of scholarship in the fields of assessment and user-centered design. We also have developed partnerships with multiple assessment organizations to continue our research and exchange ideas for continuously improving our solution.

- **Describe the procedures followed in distribution of information to the University pertinent to system problems encountered at other locations along with the solutions to those problems, when such information is relevant to the University's software.**

In the event Taskstream-Tk20 experiences a critical problem (as a SaaS this would be an issue that would effect all institutions and not just VCU), Taskstream-Tk20's Mentoring Services would immediately notify all system administrators of the issue including estimated time for resolution and any specific instructions for alternate means of accessing/using the system while the problem was being resolved. Upon resolution, Mentoring Services would send another message to all system administrators that the problem had been corrected and any other relevant information.

- **What is the procedure for handling upgrades? Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled.**

The Taskstream-Tk20 product and user experience team maintains close engagement with clients and our Mentoring Services team, soliciting feedback about product functionality and usability. We embrace the values and practices of Agile software development, placing a high priority on understanding end-user needs and delivering a delightful user experience that matches their roles and goals.

As such we release new upgrades at a pace of approximately one release every 5-10 weeks. Users are notified well prior to the release to avoid any interruption in downtime while we release (the average downtime per release is 5-10 minutes).

Once a release is completed, Assessment Coordinators are e-mailed with a run-down of the new features available, and apprised of any changes to the UI/UX.

Any fixes and patches are typically taken care of as they are brought to our attention. The time for these fixes to be installed will vary.

- **Describe any system enhancements in development that are scheduled for release in the next twelve months. How are development requests handled for system enhancements?**

Over the many years Taskstream-Tk20 has been providing assessment resources to institutions across the country, development has been end-user informed and has been deliberately designed to allow a high degree of customization by each institution to meet specific program and institutional assessment and accreditation needs. All this work has led to a solution that Taskstream-Tk20 feels confident can be tailored to VCU's needs. Additionally, while not currently iterating on the interface, Taskstream-Tk20 releases updates and performance enhancements every few months to ensure that the tools are functioning at peak levels.

For information about what is coming in development, please take a look at our webinar with information on what is coming for Taskstream-Tk20 this year: https://www1.taskstream.com/webinars/taskstream-tk20-a-better-way-forward-together/

- **Describe all responsibilities of both the vendor and University in the isolation and diagnosis of system failures.**

While typical backup schedules for the industry are once for every 24-hour period, Taskstream-Tk20 has surpassed that metric and developed and deployed a proprietary real-time backup system to provide almost up-to-the minute data synchronization so that, at most, only a fraction of an hour of work could ever be lost in the case of catastrophic failure. In the event of non-drive failure (for instance, a sub-component of the main database servers; e.g. motherboard, Raid controller, etc.), no work will be lost; however, the site may be inaccessible while the system is brought back online.

- **What is the standard SLA for each level of support? What are the defined incident severity levels and the corresponding SLAs? Please describe your escalation process?**

Please see page 29 for our SLA agreement.

- **Please enumerate the various types of support (phone, chat, online, forums, knowledge base, etc.) and the corresponding availability of these types of support based on the support levels available.**

At Taskstream-Tk20, we pride ourselves on providing the highest quality professional service to all end users of our software, including students, faculty and administrators, at no additional cost. We provide a wide range of training and on-going support materials, custom user guides, short video-tutorials, and custom online training sessions. We will work with you to develop the appropriate training plan for all users at your institution.

Based on the institution’s needs, we provide web-based training sessions tailored for different user groups. These training can be recorded and made available for future reference. The number of training hours necessary varies among institutions, and we will work with you and your team to ensure all stakeholders are familiar and comfortable with the system. Throughout our relationship we can also provide refresher training and training for new staff as needed for no additional cost.

We also offer in-person training for a fee, if you feel it is important for your user community. Such training sessions are optional and are not required for a successful implementation.

Following the implementation phase and initial training, Taskstream-Tk20 provides a great variety of methods to support users at no cost , including:

· On-demand Toll-Free Phone & Email Support. Any user may call or email the Taskstream-TK20 Mentoring Services team with questions.
· User Guides. Comprehensive user guides — documents that provide overviews of the system, questions to consider, and steps to follow to complete certain tasks — are available for all Taskstream-Tk20 users. Mentoring Services will also work with you to develop custom versions of these guides.
· Self-Help Mechanisms. The system features an extensive, searchable, easy-to-use online help system embedded within the platform. Direct links to help resources are available on every page of the site. How-to videos with step-by-step instructions are also available.

Support is unlimited and available to all users for the duration of VCU's use of Taskstream-Tk20. Our vast experience with a range of colleges and universities informs our work and enables us to provide the highest-quality implementation and ongoing support services.

- **How is availability tracked and reported in this system? Does the system provide period reporting on uptime?**

Taskstream-Tk20's cloud-based solutions offer state-of-the art system reliability for all users with historically 99.999% "up time."

We monitor all servers 24/7 for uptime and responsiveness, and our response time runs in the low sub-seconds. We have historically upgraded our SAN every three years, and each generation has been 4x faster than the previous, to stay exponentially ahead of user growth.

I. Training

- **Please describe your training options for the technology solution. Please provide details such as computer-based, in-person, certifications, etc.**

While Taskstream-Tk20 provides intuitive, flexible, and easy-to-use tools, we believe that training and ongoing support are crucial for the success of any implementation. Taskstream-Tk20 prides itself on its industry leading customer service, playing an integral role in design and implementation at no cost to the client. To that end, Taskstream-Tk20 has a well-structured implementation support plan that includes a combination of implementation meetings, trainings, support materials, and telephone and email support provided by Mentoring Services for technical and implementation issues.

Taskstream-Tk20 will assign an implementation support specialist and an account manager to work directly with VCU in close partnership to configure Taskstream-Tk20 for use across the institution. The Taskstream-Tk20 implementation specialist will collaborate on development of an implementation plan which will serve as a 'roadmap' detailing all elements associated with the configuration, training, and roll-out of Taskstream-Tk20.

As part of our training and support plan, Taskstream-Tk20 educates system administrators on how to configure and customize the system for specific needs at the institution. We also provide access to these system administrators to manage various processes and monitor use and performance. Robust online help materials provide detailed information for troubleshooting system problems. Additionally, our Mentoring Services group is available via email and a toll-free number to provide free trouble-shooting services to faculty, staff, and administrators. Typically, university IT personnel and Taskstream-Tk20's Mentoring Services associates work closely together to bring all users up to the speed they need, depending on level of involvement.

Taskstream-Tk20 is also pleased to facilitate online end-user training sessions, customized 'Quick-Start' guides, online indexed (searchable) user manuals, and recorded online training sessions which can provide asynchronous accessibility.

4. Submit information about the qualifications and experience that your company has to provide the Planning, Assessment and Accreditation System.

a. Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include, but is not limited to, comparable accounts in higher education and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.

Taskstream-Tk20 provides the highest quality web-based software and supporting services to efficiently plan and manage assessment processes and facilitate the demonstration of learning achievement. Taskstream-Tk20 empowers institutions to go beyond compliance to establish a culture of continuous improvement. Using Taskstream-Tk20's powerful tools for assessment planning, outcomes alignment, e-portfolios, rubric-based data collection and reporting, surveys, and more, institutions can better assess and demonstrate how prepared their students are with the knowledge, skills, and dispositions they need to thrive in a global society.

Taskstream-Tk20 is a privately-held, limited liability company headquartered in New York City with a branch in Austin, Texas. With our recently merged companies, we employ over 250 highly skilled educational, technical, and business professionals, all of whom are committed to the development and implementation of exemplary quality, innovative technologies that improve the effectiveness of educational institutions around the globe.

We are a pioneer in cloud-based software development, providing hosted online solutions to educational institutions at all levels since our founding in 2000. In our combined 30 years of experience working with diverse programs and institutions of higher education, we have built assessment systems that are highly customizable and configurable to meet evolving needs.

Our expertise and our software solutions cover a broad range of assessment and accreditation-related activities, from planning and data collection to documenting and reporting on improvements based on assessment findings.

Please view the following accounts below to evidence our client's vision, scope, and accomplishments:

Louisiana State University, Baton Rouge:
Dr. Bobby Matthews, Director of Assessment & Evaluation
isdblm@lsu.edu
51 Himes Hall--LSU
Baton Rouge, LA 70803-3505
(225) 578-1145
http://www.lsu.edu/academicaffairs/oae/index.php

LSU uses Taskstream-Tk20's assessment management system and customized planning templates for annual academic program assessment with activity across 200 + programs, although the Curriculum Map requirement is explicitly made optional and utilized by a select few programs.

LSU employs another custom planning template to track annual General Education assessment across 300 + academic programs, also with healthy activity. LSU used a customized self-study for 2014

SACSCOC Reaffirmation of Accreditation in the assessment management system. They also have been using the assessment management system to track Strategic Planning at the Unit, Department, and College level since 2012. Taskstream-Tk20 is currently working with the lead contacts at LSU to update/modify their planning templates for their next annual cycle.

Embry-Riddle Aeronautical University:

Ms. Tiffany Phagan, Director of Academic Assessment
phagant@erau.edu
600 S. Clyde Morris Blvd.
Daytona Beach, FL 32114
(386) 748-1364
http://oaa.erau.edu/assessment.html

Since 2013, Embry-Riddle Aeronautical University has used Taskstream-Tk20's assessment management system for annual academic program assessment, currently with active participation in over 100 programs across three campuses (Daytona Beach, Prescott, and World-Wide).

ERAU also employs custom planning templates which act as data repositories for all the assessment reports they run across their programs. They are currently exploring expanded use of Taskstream-Tk20 to conduct direct performance assessment and data collection/reporting for General Education and SACSCOC Quality Enhancement Plan (QEP) outcomes.

University of Alabama:

Dr. Chris Coleman, Associate Director of Institutional Effectiveness
chris.coleman@ua.edu
219 East Annex
The University of Alabama
Tuscaloosa, AL 35487
(205) 348-3303
http://oira.ua.edu/d/

The University of Alabama, a longtime former WEAVEonline client, transitioned to Taskstream-Tk20 in 2016. Their current, successful, implementation involves campus-wide use of custom planning templates in Taskstream-Tk20's assessment management system for academic degree programs; non-Academic offices/departments; and for documentation of their co-curricular assessment program. They will also use the assessment management system for their SACSCOC and CSWE (Social Work) self-studies. Their Taskstream-Tk20 Implementation Specialist is currently working with them on developing custom templates for Program Review in all academic programs across campus.

UA is also using direct assessment tools in Taskstream-Tk20 for evaluating outcomes associated with their SACSCOC Quality Enhancement Plan (QEP) which is focused on 'Experiential Learning', and outcomes assessment in several academic schools/colleges.

b. Specify the proposed personnel your company intends to assign to the project and provide proof of the expertise for the proposed system.   Information needed includes but is not limited to the names, qualifications, and experience of professional IT services technicians to be assigned to the project. Resumes of staff to be assigned to the project may be used.

Ben Coulter, Ed.D., Senior Director, Campus Solutions
Joining Taskstream-Tk20 in 2006, Ben came from Western Carolina University where he served for 12 years as Program Director of Instructional Technology and as an Associate Professor in Educational Leadership. His work at Western involved the design and programmatic integration of educational technology in the College of Education and leading collaboration efforts with university faculty on innovative approaches using technology in teaching and learning. In the Department of Educational Leadership, his courses included Instructional Design, Technology in Education, Two-year College Administration, and Higher Education Administration internships and practicums at the masters and doctoral levels. Ben earned his baccalaureate degree from Idaho State University in 1984; his master's degree from Western Carolina University in 1992; and his doctoral degree from NC State University (Higher Education Administration) in 2004.

Denise Rusinova, M.A.T., LAT Implementation Manager
In her five years with Taskstream, Denise has guided 100 clients through their implementations and specializes in integration services. Prior to joining Taskstream, Denise served for five years as a B-6 teacher. She was the founding Kindergarten teacher at PS 628 in Brooklyn and participated in development and realignment of all PK-5 curriculum to Common Core Standards. Denise holds a B.A. in Psychology and an M.A.T. in Elementary Education from Simmons College, and has advanced coursework in STEM.

Frank DiBartolo, M.B.A., Senior Implementation Specialist
Frank works with clients to plan and support custom implementations of Taskstream. He has nearly 10 years of experience in customer relations, and trains and supports end users of the system. With his strong project management and problem solving skills, Frank helps clients navigate their assessment processes within Taskstream, utilizing his experience and expertise in the system to help each schools master the nuances of their processes. Frank holds his Bachelor's in Marketing Management and Master's in Accounting, and is an avid travel and baseball fan. Frank is also fluent in Spanish and conversational Italian.

Michael Del Rio, Chief Technical Officer
Mike leads all of the Product Development efforts at Taskstream-Tk20 and is the main architect of the Taskstream-Tk20 site. He oversees Taskstream's Agile development process and manages all programming and technical development. Prior to joining Taskstream, Mike was a multimedia developer and programmer at a number of organizations, including IBM, Learning Technologies Interactive, Columbia University and the Association for Cultural Equity. Mike holds a B.S. in Computer Science from the Columbia University Fu School of Engineering.

Matthew Gulliford, Senior Account Manager
Matthew works closely with institutions to understand their assessment needs and goals in order to determine how Taskstream-Tk20 can help advance meaningful assessment practices on their campuses. Before joining the company in 2015, Matthew worked at Baruch College, City University of New York (CUNY), where he managed academic assessment and accreditation for the Marxe School of Public and International Affairs and was a member of the CUNY Assessment Council. Matthew is a Fellow of the

Higher Education Academy in the UK and before moving to the U.S. in 2011, he was a faculty member and administrator at several institutions including, King's College London, the University for the Creative Arts, and the London College of Fashion. Matthew lives in DUMBO, Brooklyn and relishes the opportunity to watch The Great British Bake Off with his French bulldog, Mr. Carson - who has quickly become an internet sensation.

c. Does the offer include a single primary point of contact for the VASCUPP institutions for sales, support and problem resolution? If so, please provide the name and contact information.

Yes...the Taskstream-Tk20 Account Services Manager for Virginia is Matthew Gulliford. Dr. Ben Coulter can also service as a point of contact:

Matthew Gulliford
Taskstream-Tk20 Account Services Manager (Virginia)
71 W. 23rd Street, Suite 1400
New York, NY 10010
mgulliford@taskstream.com
800-311-5656

Ben Coulter, Ed.D.
Taskstream-Tk20 Senior Director, Campus Solutions (Virginia)
71 W. 23rd Street, Suite 1400
New York, NY 10010
BCoulter@Taskstream.com
828-550-0102 (office in North Carolina)

d. Information demonstrating the Contractor's financial stability to include:

Full name, address, and telephone number of the organization;

Taskstream-Tk20, LLC
71 W. 23rd Street
New York, NY 10010
212-868-2700

Date the firm was established;

December 1999

Ownership (e.g. public company, partnership, subsidiary, etc.);

Privately owned company

If incorporated, provide the state of incorporation;

N/A

Number of full-time employees on January 1st for the last three (3) years or for the duration the firm has been in business, whichever is less.

Jan 1, 2017- 84 employees
Jan 1, 2016- 79 employees
Jan 1, 2015- 77 employees

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

To protect the privacy rights of our customers, we cannot provide a list. However, please note that between our two merged companies, we've worked with over 800 institutions world-wide.

f. 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/coopcon.htm.

The link is not valid, so we were unable to view the members of VASCUPP. Please provide us with the correct link and we are happy to provide you with this information if applicable.

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 Small Business and Supplier Diversity (DSBSD) 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.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

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 MinorityOwned (MO).

Name of Businesses: SB, WO, MO: Role in contract:

Commitment for utilization of DSBSD SWaM Businesses:

______0_______% of total contract amount that will be performed by DSBSD certified SWaM businesses.
Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed:
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: Name Printed: Aitken Thompson
Title: Chief Administrative Officer

Email: info@taskstream.com
Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; http://www.sbsd.virginia.gov/swamcert.html) to fulfill the Offeror's commitment for utilization.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, 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.

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

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 ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) 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. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed 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. Additional information about ACH payments is available at: http://www.vcu.edu/treasury/VendorACH.htm.

Contractor must indicate the method of payment selected:

________ Commercial Card Payment (Wells Fargo VISA)

__X____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: ________________________________

Name Printed: Aitken Thompson

Title: Chief Administrative Officer

Name of Firm: Taskstream-Tk20

Date: 4/21/2017

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 electronic invoicing and payment processes:

Name of the individual: Suzette Smith

Title: Accounting Associate

Mailing address: 71 W. 23rd St. New York, NY 10010

____

Email address: Accounting@taskstream.com

Phone number: 212-828-2700

Fax number: 212-828-2947

APPENDIX III
PRICING SCHEDULE

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Year 1	Annual subscription fee: Enterprise-Level Annual Site License for Taskstream-Tk20	$105,500.00	**$105,500.00**
Year 2	Annual subscription fee: Enterprise-Level Annual Site License for Taskstream-Tk20	$105,500.00	**$105,500.00**
Year 3	Annual subscription fee: Enterprise-Level Annual Site License for Taskstream-Tk20	$105,500.00	**$105,500.00**
Year 4	Annual subscription fee: Enterprise-Level Annual Site License for Taskstream-Tk20	$105,500.00	**$105,500.00**
Year 5	Annual subscription fee: Enterprise-Level Annual Site License for Taskstream-Tk20	$105,500.00	**$105,500.00**
	Maintenance and support (included in Site License)	$0.00	
	Implementation services (included in Site License)	$0.00	
	Online end-user training (included in Site License)	$0.00	
	Ongoing technical support (included in Site License)	$0.00	
	Optional: Custom Onsite Training. Offered as a flat-fee inclusive of all trainer costs per day/per trainer	$2,000.00	
	Other costs associated with implementation	$0.00	
	TOTAL		**$527,500.00**
	Discount Options for Multiple Year, Upfront Purchase		
	Enterprise-Level Three-Year Site License (Upfront)	$298,000.00	
	Enterprise-Level Five-Year Site License (Upfront)	$479,000.00	