



VCU Procurement Services

July 16, 2020

Jennifer Levine
Ruffalo Noel Levitz
1025 Kirkwood Pkwy SW
Cedar Rapids, IA 52404

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

RE: Contract #: 7964590CK
Renewal No.: 1 of 1
Current Purchase Order: P0006897

Dear Ms. Levine:

Your firm's contract with Virginia Commonwealth University (VCU) for Telemarketing and Pledge Fulfillment Services expires on July 18, 2020. VCU intends to exercise the renewal of this contract in accordance with:

- Section XXII, Item H of Contract #: 7964590CK;
-

Your signature constitutes your firm's acceptance of this renewal. Services shall be provided in accordance with the contract for the renewal period: July 18, 2020 through July 17, 2021.

Additional services are currently being negotiated and a contract amendment will be forthcoming.

Please return this document to me no later than July 17, 2020. Your response may be e-mailed to me at ckersey2@vcu.edu. If you have any questions, please contact me at (804) 828-0163.

Sincerely,

Christopher C. Kersey, CPPB, CUPO
Category Manager

Contract #: : 7964590CK

RESPONSE:

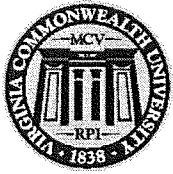
Ruffalo Noel Levitz, LLC
Name of Firm


Signature

Mary Noel
Name Printed

Director of Accounting
Title

7/23/2020
Date



VCU

Procurement Services

VIRGINIA COMMONWEALTH UNIVERSITY STANDARD CONTRACT

Contract Number: 7964590CK

This contract entered into by Ruffalo Noel Levitz, LLC, hereinafter called the "Contractor" and Virginia Commonwealth University (VCU), 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 execution of the contract by both parties to two (2) years thereafter with one (1) one (1)-year renewal option.

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

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposal # 7964590CK VCU – Ruffalo Noel Levitz, LLC Contract

All documents are incorporated herein by reference. Any conflict or inconsistency between the incorporated documents shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Request for Proposal # 7964590CK VCU – Ruffalo Noel Levitz, LLC Contract

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

CONTRACTOR:

Ruffalo Noel Levitz, LLC

By: Mary Noel
Mary Noel (Jul 3, 2018)

Name Printed: Mary Noel

Title: Director of Revenue

Date: Jul 3, 2018

CONTRACTOR:

Ruffalo Noel Levitz, LLC

By: Trisha Cornwell
Trisha Cornwell (Jul 5, 2018)

Name Printed: Trisha Cornwell

Title: Director of Accounting

Date: Jul 5, 2018

PURCHASING AGENCY:

Virginia Commonwealth University

By: Mark E. Roberts

Name Printed: Mark E. Roberts

Title: Interim Director, Procurement Services

Date: 7/18/18

PURCHASING AGENCY:

Virginia Commonwealth University

By: Karol Kain Gray

Name Printed: Karol Kain Gray

Title: Vice President, Business and Finance

Date: 7/18/18



VCU Procurement Services

Request for Proposals

VIRGINIA COMMONWEALTH UNIVERSITY REQUEST FOR PROPOSALS (RFP)

#7964590CK

REVISED

Issue Date: MARCH 30, 2018
Title: TELEMARKETING AND PLEDGE FULFILLMENT SERVICES
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: CHRISTOPHER C. KERSEY, CPPB
ckersey2@vcu.edu

Proposal Due Date (Firm): APRIL 30, 2018
2:00 PM

Proposal Delivery Addresses: VCU
Procurement Services – Proposal Processing
912 W. Grace Street, 5th Floor
Richmond, VA 23284

Note: Do not send via US Mail.

Access to Solicitation: This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>



A VASCUPP Member Institution

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
TELEMARKETING AND PLEDGE FULFILLMENT SERVICES
#7964590CK**

OFFER FORM

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 services described herein in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

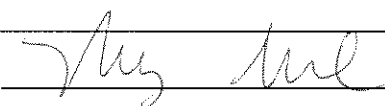
A. GENERAL INFORMATION:

Name & Address of Firm:

Ruffalo Noel Levitz

Date: 4/26/2018

1025 Kirkwood Pkwy SW

By (Signature In Ink): 

Cedar Rapids, IA Zip Code 52404

Name Typed: Mary Noel

E-Mail Address: dayna.carpenter@ruffalonl.com

Title: Director, Revenue

Telephone: (800) 876-1117

Fax Number: (319) 362-7457

Toll free, if available

Toll free, if available

DUNS NO.: 78-167-0443

FEI/FIN NO.: 48-1289593

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

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

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

<input type="checkbox"/> Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph XI for more information
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D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified firms for a comprehensive telemarketing and pledge fulfillment program to secure pledges and donations to support the operational activities of Virginia Commonwealth University (VCU). The selected vendor must be able to solicit gifts from donors, ranging from alumni, friends of the University and other constituents; obtain donor biographical data; manage a team of VCU students at the call center; conduct constituent research; prepare data transfer and reports that integrates seamlessly with the Blackbaud eCRM donor database; provide digital ad marketing, preferably through IP targeting; provide direct mail services; and provide online giving/crowdfunding integration while the vendor's experience with analytics helps VCU to make strategic decisions that assist in growing the donor base and revenue.

Term: The initial contract term shall be two (2) year(s), with the option of up to a one (1)-year renewal, to be executed upon mutual signed agreement of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. 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. Upon request, 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.

- C. 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.

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 216 certificate and degree programs in the arts, sciences and humanities. Sixty-nine of the programs are unique in Virginia, and 28 graduate and professional programs are ranked among the best in the nation in U.S. News & World Report's "America's Best Graduate Schools," including the No. 1 ranked sculpture and nurse anesthesia programs. As one of the nation's top research universities, VCU attracts more than \$255 million a year in sponsored research funding.

VCU Medical Center is one of the nation's leading and Central Virginia's only academic medical center. It includes the 865-bed MCV Hospitals and outpatient clinics, MCV Physicians - a practice of more than 600-physician-faculty, and the health sciences schools of VCU.

VCU is an urban leader, forging ties with business, industry and government in such innovative projects as the collocation of the schools of Business and Engineering, the da Vinci Center for Innovation in Product Design and Development and the Virginia BioTechnology Research Park.

The university and its medical center are the largest-single employer in the Richmond area, with more than 18,650 employees, including almost 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's direct economic impact to Virginia is estimated to be \$3.6 billion in annual spending that supports 43,705 jobs.

VCU's 16 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf, men's soccer and men's and women's tennis, including the VCU men's basketball's run to the Final Four in 2011.

The VCU database of record contains over 350,000 living records. The calling segment includes approximately 190,000 constituent records for alumni (162,000 with phone) while the balance is made up of mostly friends of the university. In fiscal year 2017, VCU had 11,443 alumni donors. The VCU phone program secured 5,226 pledges and raised \$464,815 in pledge dollars. The average pledge was \$88.94.

III. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. Service Requirements

- 1) The vendor must provide comprehensive telemarketing services for the VCU base of alumni, and in the future, other VCU constituents (e.g., parents, friends, grateful patients, etc.).
- 2) The calls should solicit renewal gifts from lapsed donors and acquire new donors. Success is measured by increased donor retention, upgrades in giving levels for existing donors and the number of new donors acquired.
- 3) Required services include:
 - a) Recording pledges (recurring and one-time)
 - b) Processing credit card donations in real time
 - c) Collecting biographical updates
 - d) Capturing constituent feedback
 - e) Segmentation of various constituencies
 - f) Daily and weekly reporting
 - g) Accessible ad hoc reporting platform via dashboard
 - h) Seamless connectivity with RADAR (Blackbaud eCRM)
 - i) Fulfillment correspondence and tracking
 - j) Predictive modeling
 - k) Weekly electronic (optimized for mobile devices) and direct mail messaging for follow up
 - l) Use of Merchant Account provided by and owned by VCU

B. Management Services

- 1) The vendor must provide an on-site manager who works collaboratively with the Office Of Annual Giving within Development and Alumni Relations and staffs the telefund call center from noon until 9:15 p.m. EST Sunday through Thursday. Calls may also be made Fridays and Saturdays at varying times. The telefund program requires the employment of 19 VCU students nightly, but this could fluctuate, given program demands. The individual representing the vendor on-site must have the ability and resources necessary to recruit, train, hire and coach the VCU student caller employees. The manager will also be required to provide daily, weekly and ad-hoc reporting services.
- 2) VCU also requires the ability to hold off-site telemarketing calling to be done by callers employed by the vendor.

C. Telemarketing and Research Services

- 1) The vendor will provide phone number append, wireless append and phone number validation and research services. Necessary telemarketing services include:
 - a) Collaboration with scriptwriting
 - b) Ability to update scripts in real time
 - c) Strategic planning
 - d) Data mining
 - e) Ask-level strategies
 - f) Segment and pool categorizing
- 2) Preferred services include the capacity for planned, leadership and major gift modeling and progressive dialing and/or a hybrid dialing program that is not predictive.
- 3) In certain circumstances, the vendor must accommodate outsourced records for specific segments, such as professional degree programs or segments where targets are not being met.
- 4) A successful vendor will:
 - a) Average 60 calls per hour with 6-8 completes per hour.
 - b) Achieve overall completion rate of 50%
 - c) Have a contact percentage of completed calls falling between 50 and 75 percent. Contact rate indicates what percentage of the completed records should result in a solicitation (contact).
 - d) Maintain a credit card participation rate above 35 percent.
- 5) If above goals are not met during the on-site calling period, vendor will provide telemarketing services off-site in an effort to meet said goals.

D. Data Integration and Reporting Services

- 1) VCU requires seamless data transfer between the vendor's calling application and the VCU constituent donor database (Blackbaud eCRM). The vendor must provide field layout and data specifications for the input and return data files. Testing prior to real time deployment is required by VCU to the extent that VCU is satisfied with configuration and security standards are met.
- 2) The vendor must make available all collected information including, but not limited to:
 - a) Credit card transactions (including the recurring payment transactions)
 - b) Pledge data (including payment schedule for recurring transactions)
 - c) Biographical corrections
 - d) Response/call status/disposition for each phone number attempted
 - e) All other recorded information
- 3) Data must be updated nightly and provided in a secure format, preferably comma delimited files on a secure FTP site or available through a secure web service. The vendor must allow for a testing environment for VCU's Advancement Services team to test data-exchange capabilities. The vendor must adhere to PCI Level 1-compliant credit card procedures.
- 4) The vendor's calling application must provide VCU staff with standard and customized on-demand reporting. Reporting must identify all individuals who were contacted with the result of that contact. VCU personnel must be supplied with access to all back-end reporting and must be properly trained on how to use the software.
- 5) It is preferred that the contractor provide a nightly phone number disposition report and a direct data exchange to VCU's database of record whereby the disposition of each phone number attempted and completed is flagged with the appropriate disposition.

E. Digital Marketing Solution

- 1) Provide a turnkey solution whereby digital ads are served to a predetermined constituency over a set length of time, which coincides with other solicitation channels deployed by VCU.
- 2) In the context of targeted digital display advertising, it is required that the vendor has the ability to execute:
 - a) Site retarget

- b) Site retargeting
 - c) White and Black listing of specific website chosen by VCU
 - d) Geo-fencing
 - e) Geo-optimization
 - f) Produce creative assets for delivery in the channel
 - g) Create pixel code for placement on webpages
 - h) Host one dashboard analytics tool that measures
 - i) Site traffic
 - j) Mobile traffic
 - k) Source of traffic
 - l) Click through rate
 - m) Attribution
 - n) Conversion metrics
 - o) Time on site
 - p) ROI
 - q) Cost to acquire
- 3) Secondly, it is preferred that the vendor has the ability to deliver digital ads to constituents through IP targeting to encourage donations and pledge fulfillment. The preferred vendor will not use cookies for this digital marketing. VCU will provide constituent information to the vendor who will match IP addresses, serve ads, and provide analytics including ROI.

F. Direct Mail Services

- 1) Direct mail services must include:
- a) Pledge fulfillment billing to include but not be limited to next-day, 15-day, 30-day, 45-day and monthly
 - b) Writing
 - c) Graphic design
 - d) Stock photography
 - e) Printing, mailing and postage
- 2) It is also preferred that the vendor be able to design high-quality direct mail pieces that qualify for the nonprofit bulk rate postage. The contractor is not required to offer print services on-site but must have relationships with reputable print vendors who will be required to share samples of work and provide references. The scope of direct mail requires at time many levels of segmentation with dynamic images and text. Correspondence must be in color and meet VCU identity standards.

G. Crowdfunding Services

The vendor must provide the option for online giving integration including crowdfunding and/or giving day platforms. These platforms must connect data seamlessly with VCU's constituent donor database Blackbaud eCRM. Vendor will also provide professional services related to crowdfunding including but not limited to training, implementation training, and strategic consultation.

H. Samples

Vendor shall submit samples of direct mail for nonprofit or higher education representative of acquisition, renewal and special initiatives.

IV. THE REQUEST FOR PROPOSALS PROCESS – GENERAL

- A. **Written Proposals:** To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.

- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

V. PREPARATION OF WRITTEN PROPOSALS - GENERAL

- A. Offerors shall submit:
1. **Required Forms:** The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II.
 - d) All forms must be executed by an official representative of the Offeror.
 2. **Hard Copy and Electronic Copy of Entire Proposal**
 - a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, and
 - b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

VI. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.

- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

Name of Contractor

Due Date

Time

Street or Box Number

RFP No.

City, State, Zip Code +4

RFP Title

Name of Contract/Purchase Officer or Buyer:

If a proposal is not clearly identified, the Contractor 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.

VII. PROPOSAL RESPONSE FORMAT

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. **General** – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. **Deliverables** – Fully describe all of the deliverables to be submitted under the proposed contract.

3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

RUFFALO NOEL LEVITZ | RESPONSE TO RFP #7964590CK

PRICE PROPOSAL

We are committed to working with you to develop a delivery and billing schedule that best fits your immediate needs and fiscal realities. Pricing and terms are valid for **90 days**.

Column I Description	Column II Estimated Quantity	Column III Price*	Column IV Extended Price (Columns II x III)
1. Management Services (please enter your yearly service fee)	2	Year 1: \$148,732 Year 2: \$153,194	\$301,926
2. Telemarketing and Research Services (please enter your yearly service fee)	2	Year 1: \$5,441 Year 2: \$5,604	\$11,045
3. Data Integration and Reporting Services (please enter your yearly service fee)	2	Year 1: \$26,300 Year 2: \$27,089	\$53,389
4. Digital Marketing Solution (please enter your yearly service fee)	2	Year 1: \$24,800 Year 2: \$25,544	\$50,344
5. Direct Mail Services (based on number of pieces mailed out)	20,000	Year 1: \$9,000 Year 2: \$9,270	\$18,270
6. Crowdfunding Services (please enter your yearly service fee)	2	Year 1: \$8,500 Year 2: \$8,755	\$17,255
7. Long Distance Fees (please enter your estimated yearly long distance fees)	2	Year 1: \$8,550 Year 2: \$8,807	\$17,357

*Note: Year 2 reflects a 3% annual increase.

Total Proposal Amount (sum of prices in Column IV)	\$469,586
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It will be important for VCU to take into account expenses that are incurred outside of the RNL/VCU contract. In this proposal, we have provided three various hours models that would have a direct and immediate impact on your investment in student wages. While wages would be impacted, the RNL partnership fees would not be affected by the adjustment in hours.

1. Management Services includes all investment fees associated with Program Design and Consultation. RNL's Program Design and Consultation include your RNL project team, including the salary and expenses associated with your on-site phone manager. RNL will work with your team to develop up to five (5) call guides, up to two (2) training placemats, up to eight (8) email versions, up to two (2) email templates, up to three (3) letter versions, and two (2) letter templates for next-day and reminder letters. This fee also includes up to three (3) annual visits from the senior manager and vice president associated with your program.

RNL has discounted this line from \$164,000 in the original RFP response to \$148,732 for year one of VCU's upcoming contract.

2. Telemarketing and Research Services includes NCOA, Phone Append, and Wireless ID services for the entire population of VCU records that is sent through to us (estimated at 225,000). Fees also include a population of 35,000 records being sent for cell append. Investment in research will ensure that your program is running in the most efficient way possible—with callers having the ability to focus on the best records of constituents who are likely to give. NCOA, Phone Append,

RUFFALO NOEL LEVITZ | RESPONSE TO RFP #7964590CK

and Wireless ID are automatically included in the overall pricing of Management Services. Cell append accounts for an annual investment of \$5,441.

RNL has discounted this line from \$6,000 in the original RFP response to \$5,441 in year one of VCU's upcoming contract.

3. Data Integration and Reporting Services: The annual investment of \$26,300 includes up to 16 data loads, up to 121 data segments, one (1) demographic refresh, up to 45 paid files for processing and fulfillment reports, and up to 19 reminder cycle drops.

For purposes of this RFP – RNL has included expenses associated with data loads, segmentation and structuring of calling pools within CAMPUSCALL, RNL Research Services, Data Management including removal of historic bad phones and fiscal year comparison of data to the previous years' results, and loading of scripts into the CAMPUSCALL system.

RNL confirms that SmartView reporting dashboard will be available to VCU's staff with the beginning of the fall start of calling. This dashboard will be available in addition to the existing SFTP site where RNL currently posts all nightly reporting. These reports will continue to generate and be available for VCU's advancement staff.

RNL has discounted this line from \$29,000 in the original RFP response to \$26,300 in year one of VCU's upcoming contract.

Please note: Receipt of the data by the deadline established is critical in keeping your program on track.

4. Digital Marketing Solution: RNL offers targeted online advertising through our Digital Dialogue service. Pricing includes targeted advertising for up to six (6) weeks. Pricing includes and estimated six (6) impressions per week to amplify existing solicitation channels (campaign should be paired with on-site phone efforts or direct marketing efforts through email and or direct mail). 600,000 impressions are recommended for up to 110,000 prospects.

RNL has provided a separate proposal and pricing sheet to detail the Digital Dialogue service. In addition, RNL has discounted this line from \$26,680 in the original RFP response to \$24,800 in year one of VCU's upcoming contract.

5. Direct Mail Services do not include postage (estimated to be approximately \$9,425, annually, at the current USPS rate). Postage will be invoiced to VCU following the month that the expense is incurred. RNL will only charge postage for the actual count of direct mail pieces that are deployed.

Based on our historic work with VCU's program, we estimate the actual annual mail count to be approximately 12,840 pieces. This takes into account the volume of gifts we have secured in the past and an estimate for those that will be secured on credit card (not needing subsequent follow-up and reminder letters). This would provide an estimated cost savings of \$12,492 from the amount listed on the previous page for 20,000 pieces (see Line 5, Column IV of our Pricing Proposal).

RNL has discounted this line from \$16,580 in the original RFP response (approximately \$0.77 / piece) to \$9,000 in year of VCU's upcoming contract (approximately \$0.45 / piece). Based on FY18 figures, we estimate you'll need closer to 13,000 pieces of direct mail for acknowledgement and fulfillment purposes (or approximately \$5,850).

6. Crowdfunding Services: RNL offers both crowdfunding and giving day services as a part of our ScaleFunder platform. Pricing above illustrates the investment level when both crowdfunding and giving day platforms are purchased together, at a discounted bundled rate. Either module (crowdfunding or giving day) can be purchased independently at a rate of \$8,400 annually.

RUFFALO NOEL LEVITZ | RESPONSE TO RFP #7964590CK

RNL is offering to waive the one-time, flat fee of \$5,000 for integration of VCU's payment processor. RNL has discounted this line from \$13,500 in the original RFP response to \$8,500 in year one of VCU's upcoming contract. Alternatively, should VCU choose to implement crowdfunding only, we are offering a year one investment of \$5,000.

Optional ScaleFunder Consulting Services		
On-site Giving Day Planning Workshop	A full-day planning workshop that can include sessions for the giving day planning committee, development leadership, gift officers, or schools/units.	\$5,000 + Travel
On-site Giving Day Event Leadership	On-site day-of giving day support for managing unexpected activity and strategic input on spur-of-the-moment opportunities.	\$3,000 + Travel

7. Long Distance Fees: Annual investment includes a flat-rate monthly bill of \$50 per station (based on 19 stations). Total monthly fees equal approximately \$950 over the course of a 9-month program for VoIP services, with long-distance fees being bundled within that monthly package.

RNL is also recommending adjustments to the phone number and associated voicemail box approximately four (4) times a year at an additional expense of \$25 for each adjustment. Changing of the phone number that appears as VCU call center's caller identification will ensure that we're reaching the highest number of prospects as possible.

RNL has adjusted the pricing from \$9,100 in the original RFP response to \$8,650 in year one of VCU's contract. This difference accounts for an adjustment from 20 stations to 19 stations, as VCU will not need VoIP services on a supervisor station.

VIII. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):

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.

Offerors must submit complete Appendix I (see section XIV: Attachments) unless offeror is a 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.

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.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

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.

IX. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

X. 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 Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XI. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.
3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that it's entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

XII. 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. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

XIII. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: April 23, 2018.

XIV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but

not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XV. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. 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. VCU reserves the right to rescore proposals following oral presentations
- B. 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 Contractor's presentation team.

XVI. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

XVII. QUALIFICATIONS OF OFFERORS:

The Commonwealth 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 the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth 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.

XVIII. CANCELLATION OF 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.

XIX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

EVALUATION CRITERIA

Qualifications and Experience	40%
Methodology/Approach	35%
Pricing Schedule	20%
SWaM Status/Utilization*	5%

**Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).*

XX. AWARD OF CONTRACT

- A. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.
- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- D. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

XXI. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation 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 purchasing office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling University Purchasing at (804) 828-1077.

B. APPLICABLE LAW AND COURTS: This solicitation 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 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 they have not 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 state 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. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. 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 state 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 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 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 agency 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, the Commonwealth 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
2. To Subcontractors:
- a. Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - (2) To notify the agency 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 the Commonwealth, 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 the Commonwealth.

K. 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.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth 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 the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth 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.

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

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: All changes in the scope of work to be only adjusted pursuant to a written agreement between the parties.

2. The Purchasing Agency 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 the Purchasing Agency 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 Purchasing Agency'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 the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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 Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, 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 the Commonwealth 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 solicitation.

S. 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.

T. INSURANCE: By signing and submitting a proposal under this solicitation, 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 the Commonwealth 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. The Commonwealth of Virginia 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.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. 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 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.

W. 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.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. 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, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. 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.

Z. FERPA: 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 students' 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.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services,

actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price. In no event shall either party be liable for any special, consequential, exemplary, incidental or similarly designated damages arising out of or in connection with this contract. Contractor's liability for any alleged or actual breach of, or claims arising from or related to, this contract shall be limited as follows: (i) in the event any such liability or claim is covered by an insurance policy secured by Contractor, then such liability or claim shall be limited to amount of coverage as determined by the issuer of such policy; and, (ii) in the event any such liability or claim is not covered by an insurance policy secured by Contractor, then the liability and claims shall be limited to an amount equal to the amount of fees actually paid by University to Contractor for the services giving rise to such liability or claim; provided, however, that the foregoing clause (ii) is not intended, and shall not be deemed, to limit or restrict in any way any coverage or benefits provided under any applicable insurance policy secured by Contractor. Notwithstanding anything to the contrary, Contractor shall be responsible for the negligence of itself, its officers, employees and agents in connection with the performance of this contract.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. 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.

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

FF. 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 clause 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.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

XXII. 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. 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.
- C. 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.
- D. INDEMNIFICATION: The indemnification obligations and liabilities are revised subject to the revised Liability w/ VCU additional language and additional terms in XXI, AA.
- E. 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.
- F. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

- G. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- H. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for one (1) successive one (1) year period 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.
- I. 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.
- J. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- K. 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.
- L. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

- M. 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.
- N. CRIMINAL BACKGROUND CHECK:
The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.
<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The

Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

O. IDENTIFICATION CARDS:

All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/myid.html>. Contractor's employees must wear their VCU identification when they are on VCU property.

QUALIFICATIONS OF THE STAFF

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

Among our strong base of 700+ fundraising management experts, we have assembled a team to support VCU's program and ensure its success. This team will continue to work with VCU staff to develop an operating plan that serves as a master calendar of outreach. The operating plan addresses data transfer, prospect research, prospect counts, segmentation, and communication channels utilized.

TITLE	POSITION DESCRIPTION
Vice President and Account Manager	<ul style="list-style-type: none"> Focuses on meeting your overarching annual giving goals Serves as a thought partner with VCU leadership Collaborates to provide a wider range of solutions as needed Handles the contractual relationship
Director of Client Services	<ul style="list-style-type: none"> Serves as your day-to-day contact for current program needs Develops specific strategies and plans for meeting program goals Continuously monitors results; mobilizes RNL resources to address notable performance gaps
Project Manager	<ul style="list-style-type: none"> Establishes and manages project timeline(s) Coordinates activities of your RNL team Keeps everyone informed of project status
Client Solutions Consultant	<ul style="list-style-type: none"> Serves as digital giving expert and ScaleFunder platform resource Provides platform training and best practices/strategies for successful crowdfunding and giving day initiatives
Data Analyst	<ul style="list-style-type: none"> Manages data enrichment services, prospect segmentation, and processing of all files uploaded to SFTP site
Writer	<ul style="list-style-type: none"> Drafts all creatives Revises/Updates materials
Graphic Designer	<ul style="list-style-type: none"> Designs a consistent campaign look for all multichannel components included in the program in keeping with VCU's brand guidelines Revises/Updates materials

Dayna L. Carpenter, CFRE - Vice President, Client Partnerships

Dayna Carpenter joined the RNL Fundraising Management Division in November 2016 as Associate Vice President and Consultant, representing clients in the Mid-Atlantic region. Ms. Carpenter works with colleges, universities, and other nonprofit organizations to design and implement successful development programs. Her experience encompasses the establishment of new programs and best practices in annual giving—including strategic planning, development analytics, direct marketing, calling programs, and volunteer management.

With more than 10 years of experience in annual giving and membership development programs, Ms. Carpenter most recently served as the director of annual giving at the University of Maryland, Baltimore County (UMBC), where she led a multichannel annual giving program that incorporated direct mail, calling, and innovative online solicitation techniques. In 2011, she introduced UMBC's formalized in-house student calling program. Ms. Carpenter also led the integration of development initiatives throughout UMBC's 50th Anniversary Celebration, coordinating efforts between major gifts, advancement services and donor stewardship, and other campus partners. Through her work at UMBC, alumni contributions to academic departments increased by 484 percent in individual donors and 340 percent in dollars raised.

Prior to that, she served as a phonathon manager at State University of New York, College at Oneonta, where she developed and implemented phone solicitation and segmentation strategies. Ms. Carpenter has served as a volunteer in a number of leadership positions including on the board of directors for the Northeast Annual Giving Conference and the Council for Advancement and Support of Education, District II (CASE).

Ms. Carpenter holds an MS in Strategic Fundraising and Philanthropy from Bay Path University (MA) with a concentration in Higher Education Fundraising and a BA in studio art from University of Maine, Orono. She completed her thesis on crowdfunding in higher education and has presented at a number of conferences and roundtable sessions on the topic.

Gabrielle Strickland – Director, Client Services

Gabbie Strickland joined RNL in 2008 and in her ten-year tenure has had the opportunity to serve RNL and its clients in a variety of roles: Program Center Manager (PCM), Senior Manager, and Director of Client Services.

As a PCM, Ms. Strickland worked with both public and private institutions on projects ranging in duration from 12 to 30 weeks. She was able to assist other PCMs as both a mentor and a trainer, helping to prepare 10 new PCMs for their position in a four-week timeframe.

In Ms. Strickland's five years overseeing programs as a Senior Manager of Fundraising Services, she managed over 20 employees and provided consultation and guidance for 30 distinct colleges and universities across the United States. Ms. Strickland had the opportunity to work with programs with varying sizes and scopes ranging from a four-week program with 12 stations (Peru State) to a 60-station full-year program (University of Texas at Austin). In addition to working with On-Site Fundraising Management Programs, Ms. Strickland provided short-term consultations at the Rochester Institute of Technology, Western New England, and Union College (NY) to review and suggest best practices for training, forecasting, statistical analysis, and calling strategies.

For the past two years, Ms. Strickland has been able to serve clients in the role of Director of Client Services with a commitment to executing a high-level of performance and strategy. Ms. Strickland's portfolio as Director of Client Services is varied; working with large private institutions like Georgetown University, to public institutions such as Virginia Commonwealth University.

Prior to joining RNL, Ms. Strickland worked in the phonathon of her alma mater, the University of Virginia, for three years as a student caller and a student supervisor. She graduated from the University of Virginia with a bachelor's degree in Psychology. Ms. Strickland remains closely connected to her alma mater, serving on the Young Alumni Council, and working as a volunteer for Reunion Giving. She currently resides in Alexandria, VA.

Christie Ellis – Project Manager

Christie Ellis joined RNL in 2005 after working in the telecommunications industry for eight years.

Mrs. Ellis started as a supervisor working with off-site calling in the central office in Cedar Rapids, IA. In 2006, she joined the Graduate Services division as a program center manager for Cornell College in Mount Vernon, IA. She managed the program for several years and also trained and mentored other PCMs.

In 2009, Mrs. Ellis was promoted to Project Manager with RNL. She has helped more than 40 on-site calling programs maximize their fundraising success through phonathon efforts.

Kristin DeMarco – Client Solutions Consultant, ScaleFunder

Kristin DeMarco has six years of experience in higher education, digital platforms, peer-to-peer, and event fundraising. In her past position with the Annual Giving department at the University of Arizona, she became well-versed in donor solicitation trends and standards, as well as cultivating effective communication on behalf of a university with alumni of varying interests and degrees. She worked to implement a multichannel fundraising program that incorporated crowdfunding, direct mail, telephone outreach, and digital efforts.

In Ms. Demarco's time with ScaleFunder, she has expanded her knowledge of digital fundraising trends for crowdfunding and giving day. She currently works with over twenty clients of varying institutions, including private, public, liberal arts, and commuter campuses. In working with clients to implement their crowdfunding or giving day platforms, she provides administrator and project strategy, best practice training, and technical guidance. Once launched, she continues to serve as a resource for project strategy, platform updates, and troubleshooting. Kristin also provides data analysis to the client partner on pilot projects that includes important digital trends such as project views, conversion rates, social media shares, and referring domain channels.

More Than Just Phone

RNL's solutions are designed to meet today's challenges and are backed by best-practice strategies and 30 years of experience. We amplify, extend, and complement your phonathon programs with advanced data enrichment, direct response communications, targeted digital advertising, and industry-leading online giving platforms to execute a truly integrated approach that reaches the right donors at the right time with the right message through the right channels.

WORK PLAN

General

This section of the proposal must contain sufficient detail to convey the methodology or work plan

There are several components that work in sync to ensure that we are creating successful programs while being respectful of your alumni and donor base/potential donor base. The following pages describe the various campaign components recommended for VCU.



RNL SMART DATA

Quality data give you stronger records and stronger results. Basic research is included and additional data enrichment is available.



RNL PHONATHON MANAGEMENT

Our fully-managed call centers implement the best program staffing, training, and optimization.



AWARD-WINNING CREATIVE

Research-driven creative blends compelling design and content to engage donors and increase fulfillment.



RNL SMART FULFILLMENT

Automated, personalized reminders, with tailored schedules and increased frequency, are deployed across all channels for increased fulfillment rates.



RNL VOICE AND STYLE PERSONALIZATION

Advanced personalization of outreach type, tone, and ask for a more donor-centric approach that matches your brand.



PCI & LEGAL DISCLOSURE REGULATORY REQUIREMENTS

We handle the tough stuff for you and ensure privacy, security, and state requirements.



RNL SMART VIEW

Modern dashboards offer enhanced visibility into your programs so you can see exactly what's happening and learn from the results.



RNL DIGITAL DIALOGUE

We boost engagement by delivering relevant messages through top social networks and thousands of sites—including mobile apps—so you can reach more donors where they are—online.



RNL DIGITAL GIVING

RNL's Crowdfunding and Giving Day solutions are powered by a best-in-class platform that more effectively engages donors wherever they are.



RNL Smart Data

Data transfer

We will work closely together to coordinate the transfer of data, an important initial step. Following standard data specifications (provided by RNL), data are transferred electronically via the SFTP server. Credentials for the SFTP server will be made available once the contract is signed. We work with nearly all databases, including VCU's existing database.

Data verification

We recommend an initial load of the full calling file at the beginning of the program. When we receive your data file, your RNL data analyst will review and verify format/quality. This provides a snapshot of constituencies, gift history, graduation years, and other basic demographics. We understand the importance of regular updates for demographic and gift data in order to use time effectively and create the best experience for your constituents, so we work together on the right cadence of refresh files.

Data enrichment

We are always investing in new capabilities to ensure more robust and quantifiable data improvement. Data research improves contact rates, which translates into more conversations or asks, donors, and dollars—no wasted time and effort. The investment in data research always pays for itself and routine data enrichment (conducted a minimum of a year in advance of program kick-off) is a best practice.



**OF CONTACT DATA
DECAYS PER YEAR**

The following layers of research are recommended for your calling program:

- **Record Research (NCOA, Phone and Wireless ID)** - RNL applies extensive research and data enrichment to deliver and focus on only the most complete and updated records.
- **Where Are You Email** - RNL sends emails to all prospects with suspect phone numbers prior to calling and anyone that is coded as a bad number through the phonathon.
- **Cell Append** - A subset of the top 40% of prospects that do not currently have an accurate phone number after basic and prospect-driven research will go to cell append.
- **Historic Deletes** - RNL compares phone number data past performance and removes records which contain only a bad phone number.



RNL Phonathon Management

Your Program Center Manager (PCM) oversees the calling operation—recruiting, hiring, training, ongoing coaching, shift management, and caller development.

Your PCM oversees the performance of your phonathon operations and adjusts to maximize outreach and dollars while minimizing donor fatigue. Your PCM optimizes conversations and results from callers during each shift by leading team meetings, monitoring live statistics from CAMPUSCALL, tracking individual caller stats, and monitoring calls—letting you focus on watching the results grow.

Ongoing training and coaching reinforce:

- Engaging prospects in positive conversations
- Upgrading level of philanthropic support
- Increasing instant fulfillment via credit card gifts
- Verifying and updating demographic information
- Active listening and genuine interaction

We also have the capacity to supplement calling efforts through off-site calling, if necessary. In addition to our on-site calling programs, RNL also hosts a number of off-site calling programs for colleges, universities, and other nonprofits. If a situation arises where the on-site program is not able to complete the work, we can explore options within our off-site facilities.

All calling programs are conducted with RNL's CAMPUSCALL automated system, which is considered the most sophisticated and user-friendly automated system on the market today for use by nonprofit organizations. This powerful tool allows your RNL team to analyze data related to almost every aspect of program performance in real-time. From tracking progress against goals at the segment level to providing detailed data on gift upgrades, refusal reasons, and efficiency metrics, CAMPUSCALL allows for superior program execution. The use of this industry-leading software also allows the VCU team to easily benchmark results with hundreds of RNL partners across the country.

RNL has the capacity to provide planned, leadership, and major gift modeling either formally through our major and planned giving pipeline builder or through specialized training of student callers who will listen for wealth indicators and capture that information in comments. RNL is committed to using a prospect-friendly technology known as progressive dialing.

The screenshot displays the CAMPUSCALL interface for a caller named Mrs. Andrea Huff (1993). The interface includes a sidebar with navigation options like 'Dial', 'Add', 'Complete', 'Incomplete', 'Callbacks', 'Scripts', 'Summary', 'Caller Stats', 'Project Stats', 'Previous Results', and 'Supervisor'. The main area shows 'Prospect Info' and 'Employer Info' for Mrs. Andrea Huff, including her address, phone numbers, and email. Below this is a 'Contact History' table with columns for Date, Talked With, Talk Time, Result, Employee, and Comments. The table shows a single entry for 1/28/2014. At the bottom, there is a 'Prospect Gift History' table with columns for Gift Date, Amt., Desig., Last Paid Amt., Last Paid Date, Match Amt., Desig. By, and Gift Status. The table shows a single entry for 9/20/2010. The interface also includes a 'Prospect Education' section with columns for Grad. Date, School Name, Major, Degree, and Campus.

The initial caller screen in CAMPUSCALL

Unlike predictive dialing, our CAMPUSCALL progressive dialing technology gives callers sufficient time to review each prospect record. The system displays prospect data on an initial color-coded screen while the computer is dialing. After reviewing previous gift history and demographic data, callers are ready to place a call and move forward with an appropriate conversation based on the segment-specific script displayed on their screen. We provide the opportunity to adapt scripts in real time; however, system scripts (that appear within CAMPUSCALL) may take a short period of time to be updated/uploaded to the system.

Predictive dialing involves the use of technology that calls your prospects on landlines, and if someone answers the phone, assigns the record electronically to the first available caller who has less than one-half of a second to review the onscreen information and prepare his/her thoughts. (Many of us have received predictive dial calls at home—the telltale pause after you say ‘Hello?’ followed by an abrupt but delayed response from a caller who is obviously reading your name for the first time.) RNL does not use predictive dialing because we believe it creates a more impersonal, and sometimes offensive or off-putting call.



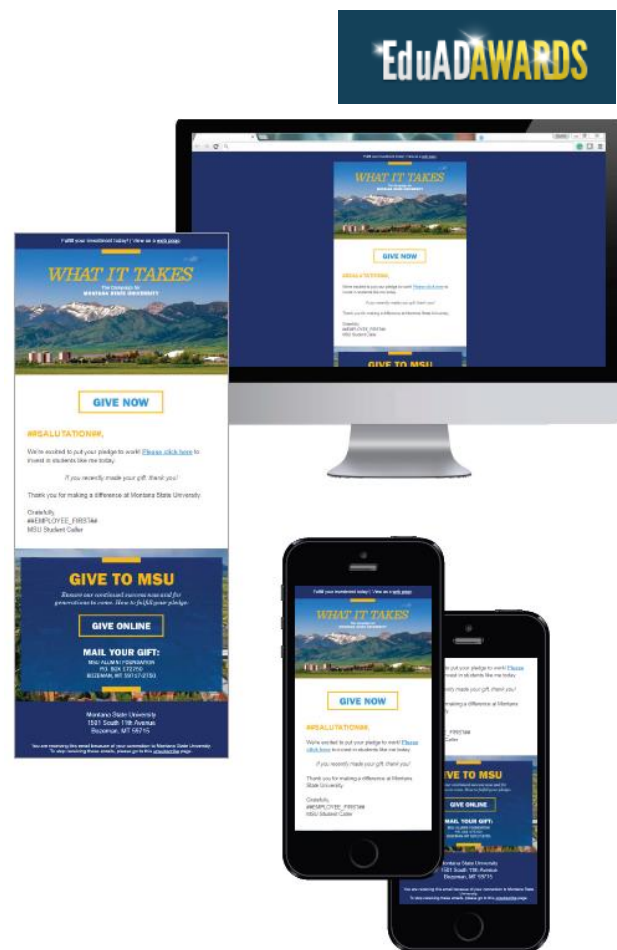
Award-Winning Creative

RNL has an experienced and in-house team of writers and designers who specialize in fundraising strategy, copywriting, and creative design services. Led by a Creative Director, this team develops themes and concepts for the campaign, coordinates messaging, and executes full copy, design, and layout services.

The Writer supporting your program will interview your staff, review online resources and recent communications, provide a brief survey to get a better sense of key priorities, and gather impact stories and facts that will shape a strong case for support. In addition, a Graphic Designer will coordinate with your style guide, Pantone colors and fonts, and collect logos and images to be used in the design of creative materials.

Creative materials for VCU will include:

- Training Materials for the calling team;
- Phonathon Call Guides to encourage interactive communication;
- Next-day Email Messaging;
- Automated personal reminders deployed across all channels (see RNL Smart Fulfillment); and
- Targeting Display Ads (see RNL Digital Dialogue).



In 2018, RNL partnerships won five higher education marketing awards for fundraising campaigns.



RNL Smart Fulfillment

Standard emails complement your phonathon outreach and help improve results and pledge fulfillment. Our creative team will design emails to include personalized fulfillment emails and End-of-Year (EOY) fulfillment emails. RNL also supports your fundraising efforts through a series of next-day pledge acknowledgement letters and a series of ongoing reminder letters. While we do have the ability to add stock photography, we would prefer to personalize the pieces with VCU's own images.

Personalized Fulfillment Emails

Set of emails designed based on pledge due date and personalized for each constituent.

- Credit Card Pledge Email: Sent to anyone that pledges on a credit card.
- Unspecified Pledge Email: Sent to anyone that is coded as an unspecified pledge.
- Specified Pledge Email: Sent to anyone coded as a specified pledge.
- 8-Day Email Reminder: Designed to coincide with delivery of pledge packet in the mail and sent to anyone coded as a specified pledge that has yet to fulfill.
- 30-Day Email: Sent to anyone (specified and unspecified) that has yet to fulfill 30 days after the pledge date.

Pledge Reminder Calls

Calls made to targeted groups of constituents with unpaid pledges. Students make outgoing calls in an attempt to secure credit card gifts or encourage pledge fulfillment via mail.

Calls will be conducted to individuals approximately 90 days from the date of their most recent, unpaid pledge. Loads would be planned for:

- October 2018
- February 2019
- March 2019
- April 2019

End of Year (EOY) Fulfillment Emails

Emails sent to anyone with an outstanding specified pledge that has gone through the reminder process through at least the step of being loaded for reminder calling.

The EOY Fulfillment Emails may be **one** of the following:

- Calendar-Year-End (CYE) Fulfillment Emails: Sent to anyone that has an outstanding pledge.
- Fiscal-Year-End (FYE) Fulfillment Emails: Sent to anyone that has an outstanding pledge.





RNL Voice and Style Personalization

We tune your phonathon outreach for your unique institution and alumni base. RNL will create a structured approach for personalizing the type and tone of outreach (including number of asks, level of assertiveness, etc.) to match what's appropriate for the VCU brand and constituent base.

RNL also features the agility and adaptability to closely sync phonathon activity with your other fundraising channels and campus activities. We recommend aligning targeted constituent lists and timing with your direct mail and online engagement efforts. We are also able to aid in coordinating calling efforts with alumni relations events, as well as leveraging the phone channel with major giving, planned giving, and stewardship efforts that have the potential to boost return on investment (ROI) and strengthen VCU's overall engagement efforts.



PCI & Legal Disclosure Regulatory Requirements

RNL offers Level 1 PCI-compliant solutions to protect against security breaches and identity theft. Security criteria are continually reviewed and updated to meet new challenges. RNL clients receive peace of mind knowing these processes and procedures meet PCI standards.

Additionally, RNL is committed to developing fundraising programs that are in compliance with all state regulations and fundraising laws. Your RNL team ensures both oral and written disclosures meet your state's current requirements.



RNL Smart View

VCU will receive a suite of daily reports during the program. Reports are prepared by calling segment and include a detailed analysis that will be used to refine strategies and discuss trends. Your Director of Client Services will share highlights and recommendations during your weekly or biweekly conference calls. Standard reports include Results Summary, Pledges, Credit Card Gifts, Demographic Changes, Comment Reports, and Matching Gift Reports.

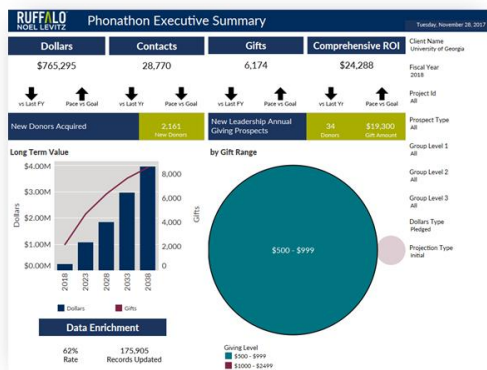
In addition to the daily review of phone channel statistics, your Client Services Leader also reviews results on a biweekly basis throughout the campaign. A more formal review of program results occurs quarterly through a series of on- and off-site meetings. Participation trends, average gift results, upgraded pledge details, credit card reports, graduate year information, and many other key specifics are viewed within the prism of donor type, school or college, and segment-level performance.

Once the program is complete, RNL staff will schedule a time to share and discuss a more comprehensive final report and analysis with you and your staff. This is an excellent opportunity to review the results together, answer questions, discuss what worked well, and outline future goals and strategies.

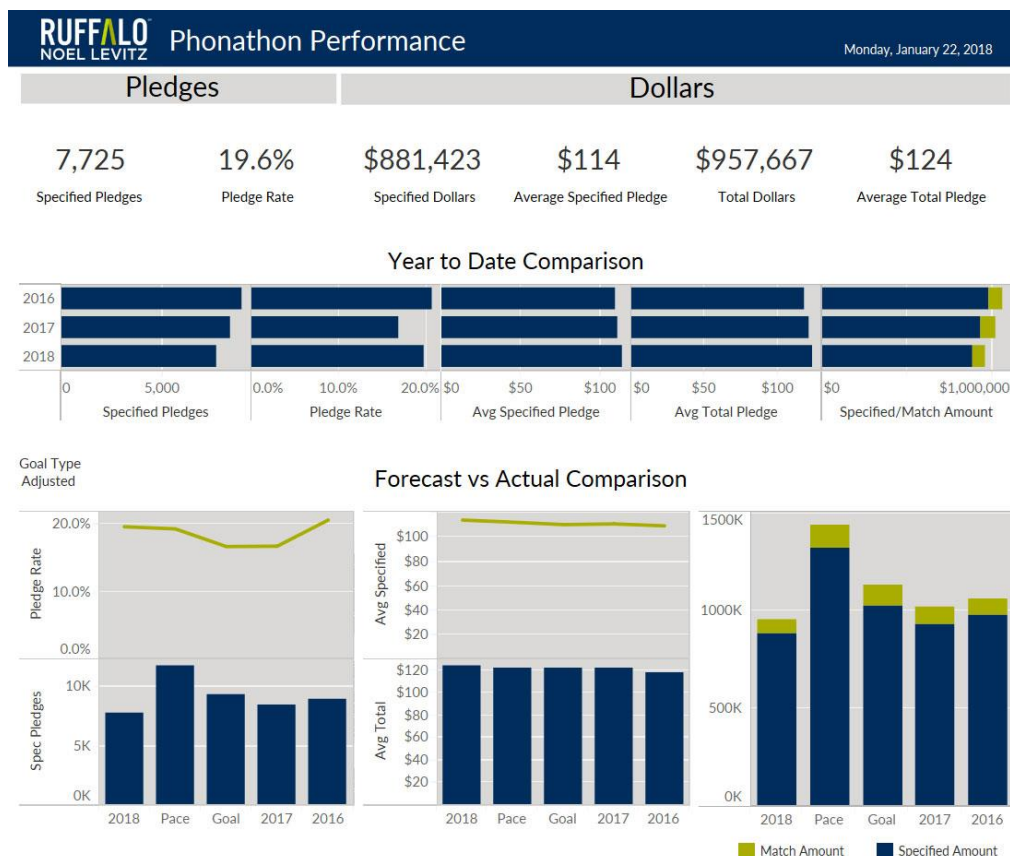
In 2018, RNL is introducing new, self-service online dashboards to allow our clients more visibility into their results. Through interactive, intuitive, and dynamic dashboards, RNL Smart View provides simplified up-to-date data with easy-to-read visuals, access to new metrics and lifetime value, multiyear views of your results, drill-down reporting to save you time, and presentation-ready visualizations that are easy to share.

These visual, interactive reports will highlight key performance indicators and allow you to drill down by segment and other variables such as constituency, academic unit, graduation year, and giving history. While the Smart View platform is the most accessible way to view your data, RNL can also provide and generate custom reports, as needed, to support your program results.

Next-Generation Dashboards and Reporting for Insight-Driven Response



- ✓ **Actionable insight** guides and measures activities
- ✓ **Cloud-based reporting** provides access at any time, any place, and on any device
- ✓ **Timely updates** available within 24 hours of data submission
- ✓ **User-friendly reports** are easily digestible for key campus stakeholders
- ✓ **Intuitive and interactive dashboards** facilitate data-informed decision making
- ✓ **Clear metrics** align strategy and programs with RNL experts

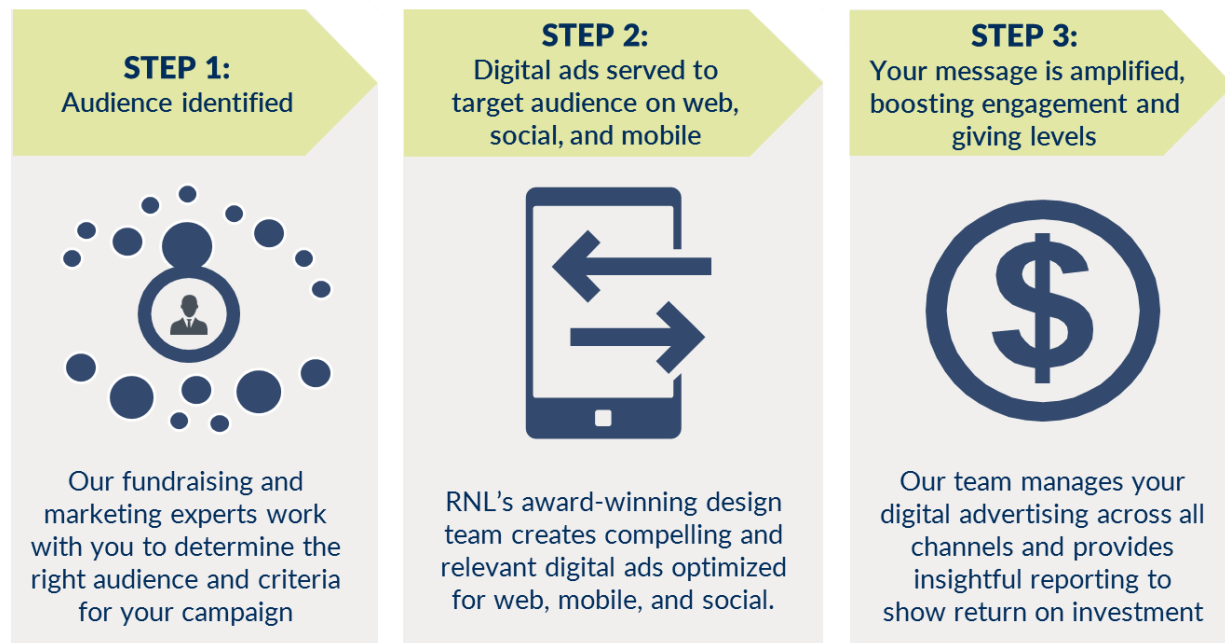




RNL Digital Dialogue

Traditional fundraising campaigns alone don't engage and convert donors in today's highly competitive landscape. Reaching increasingly distracted donors requires evolving past siloed solicitations and capturing supporters in the channels they use every day.

RNL Digital Dialogue boosts constituent engagement by delivering relevant messages through top social networks and thousands of sites, including mobile apps, so you can reach more constituents where they are—online. We apply a strategy based on a study of demographic data and past online activity that prospects have exhibited. Digital Dialogue will allow VCU to engage with constituents online and in mobile settings based on identified interests, preferences, and behaviors. This innovative technique has been proven to increase response rates, average gift size, and dollar-per-record rate.



Digital Dialogue's targeted display module targets prospects with digital ads by using first-party data. The technique applies digital advertising to a predefined audience by matching them to social network accounts, mobile device IDs, and cookie IDs. RNL begins this process with a list from VCU and uses each person's email address and other contact information to match to individual IP addresses. We then place digital ads on websites and mobile applications they use regularly to amplify VCU's message around philanthropy specifically during prime engagement/outreach times.

We will provide reporting for each ad campaign and will report out on a weekly basis. We do not, at this time, have the capability to incorporate this information into our traditional dashboard (see RNL Smart View). Should that feature become available in the future, we will incorporate it.



1 Determine target audience and ad purpose.



2 Create digital ads optimized for viewing on multiple platforms.



3 Digital matching process begins.



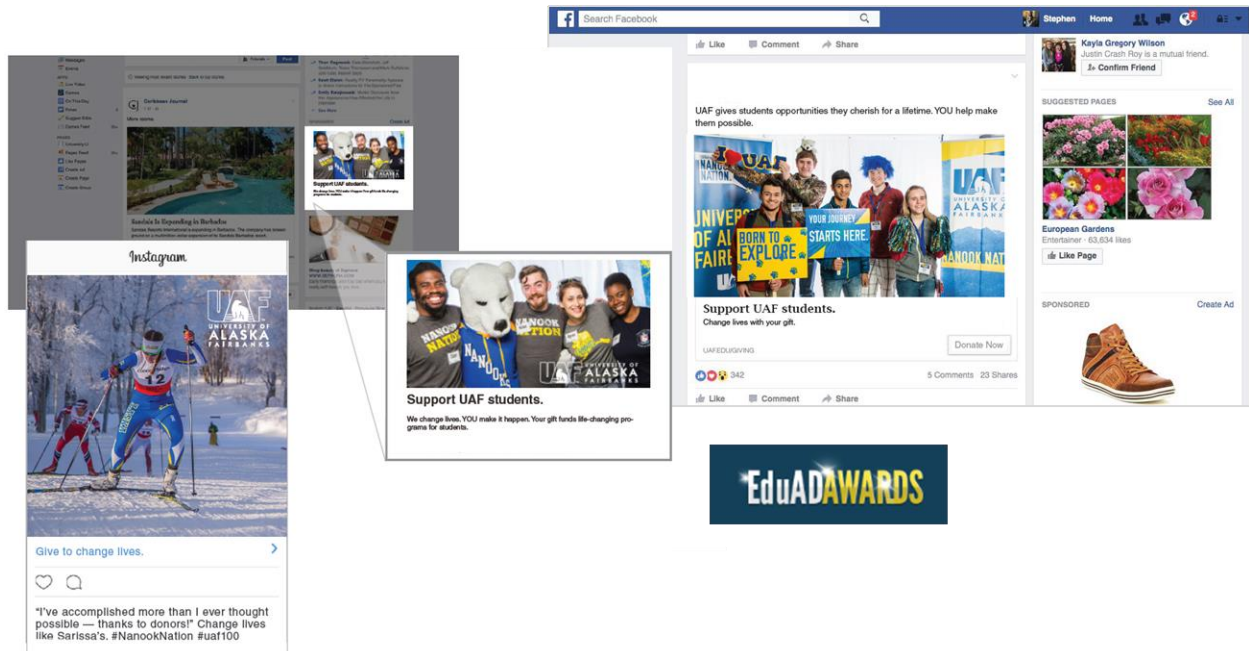
4 Serve digital impressions on web, social and mobile to target audience.



5 Donors click to give or give via another channel.



6 Your results are amplified across channels.





RNL Digital Giving

Today's donors expect choice and transparency while making a tangible impact with their gifts. RNL's digital giving solutions, powered by the ScaleFunder platform, give you the ability to harness transformational giving through its crowdfunding and giving day modules.

Crowdfunding Module

ScaleFunder gives you the power to harness transformational giving through crowdfunding. By showcasing unique fundraising opportunities through your custom-branded crowdfunding website, ScaleFunder allows your constituents to follow, share, and donate to the projects that resonate with them. The Crowdfunding Module's features include:

Custom-branded Platform (1)

Significant effort, tradition, and resources went into creating your brand, and leaving it in the hands of a third-party website is not an option. ScaleFunder is a custom-branded platform that can match your online look and feel with multiple points of white-label customization to provide a unified brand to your prospective donors.

Show the Impact of Gifts in Real Time (2)

Donors and supporters can follow project updates and directly see the impact of their gifts, increasing both the transparency and influence of your crowdfunding efforts.

Make Fundraising More Personal (3)

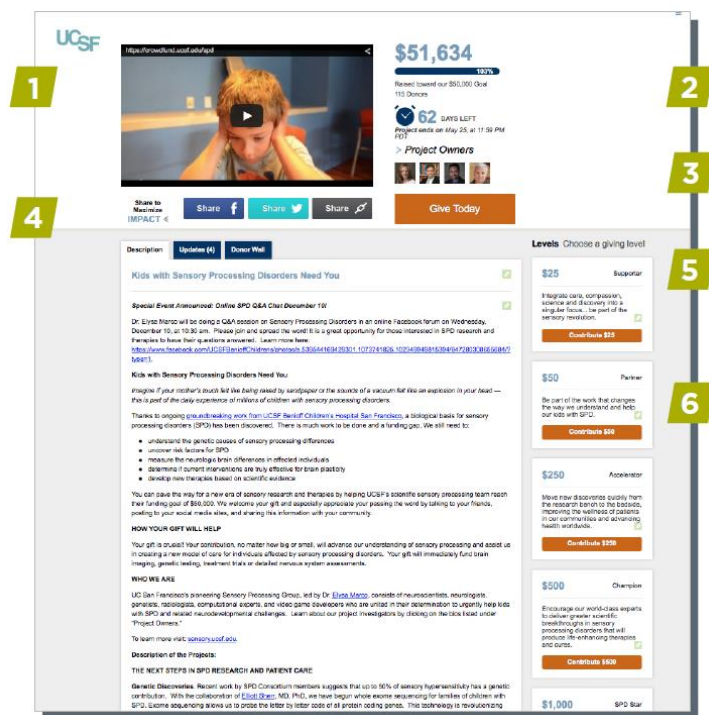
Displaying the project owners puts a face on your philanthropic endeavors, dynamically spotlighting the people impacted by each donor's gift.

Social Sharing (4)

Donors are encouraged and able to share projects through Facebook, Twitter, and email, increasing the impact of each campaign. With our proprietary technology, ambassadors who share your crowdfunding projects can see if they inspired a donation through their actions. You can also see who your "top influencers" are during a campaign.

Payment Integration (5)

Unlike other third-party services, ScaleFunder integrates with your payment processing system, allowing the seamless and secure transfer of payments.



Tiered Giving Impact Levels or Perks (6)

ScaleFunder shows donors how each gift level impacts projects. You can also set perks to increase your donation appeals.

Multiple Project Templates

On a project-by-project basis, you can determine if you'd like to promote a dollar goal, donor goal, or have an Evergreen project that doesn't have a timeline or goal (ideal for broader initiatives like your annual fund).

Seamless Incorporation of Offline Gifts

Our user-friendly administrator panel allows you to upload gifts from other channels.

Giving Day Module

RNL Giving Day is the only platform that combines dynamic storytelling and volunteer management into one easy-to-use tool. Plus, our network of experts and industry-leading insights ensure your giving day excites your campus, engages donors, and raises more. It is a custom-branded platform that will fit seamlessly into VCU's online ecosystem. RNL Giving Day features include:

Floating "Give Now" Button (1)

Whether on a desktop, laptop, tablet, or phone, our "Give Now" button follows the user as they scroll through the screen, subtly reinforcing the urgency to give and making it easy when they commit.

Departments and Groups (2)

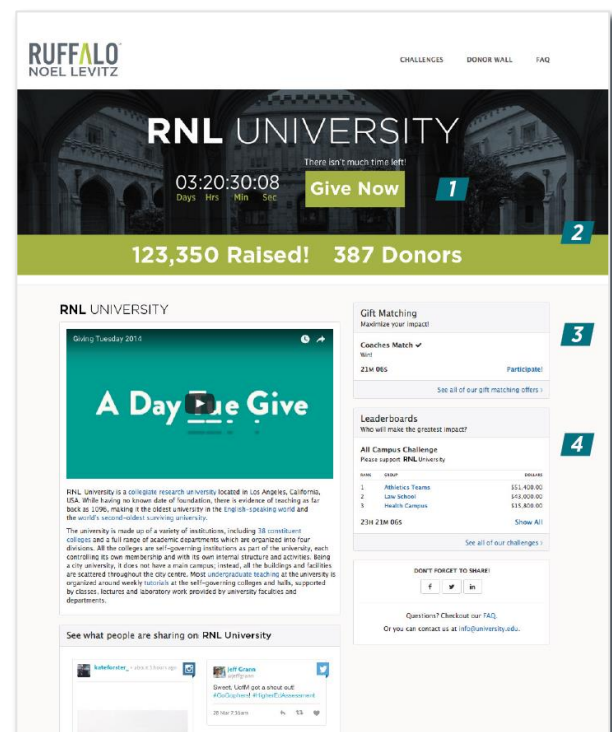
Develop unique giving day homepages for every area of your institution or organization at no extra cost. This allows different areas of campus to feel more connected to the giving event.

Matches and Challenges (3)

Incentivize giving behavior by doubling the impact of gifts and creating a friendly sense of competition. The module allows for events like matches, participation challenges, leaderboards, and even custom matches and challenges that can be time- and amount-bound.

Real-time Fundraising and Social Media Analytics (4)

Track every donor and dollar immediately as they give. Follow the online conversation with Tagboard (our social media aggregator partner).



Deliverables

Fully describe all of the deliverables to be submitted under the proposed contract.

Feature	Description
<i>RNL Smart Data</i>	
Data Management & Segmentation	RNL creates modeling-based segmentation that allows the calling program to forecast and manage the performance of the target audience. Up to 121 segments.
Basic Research (NCOA, Phone, & Wireless ID)	<ul style="list-style-type: none"> ▪ NCOA (National Change of Address): A data enrichment service utilizing address information provided by the US Postal Service. ▪ Phone Append: A data enrichment service conducted on specific constituent attributes provided by the university to apply new phone numbers for VCU-provided constituent data. ▪ Wireless ID: A data enrichment service that verifies if an existing prospect phone number (based on the first seven digits of the 10-digit phone number or the prefix plus one) is a landline, wireless, or a ported wireless number.
Where Are You Email	Email sent to all prospects with suspect phone numbers prior to calling and anyone that is coded as a bad number through the phonathon.
Cell Append	A data enrichment service to match on specific constituent attributes to apply a wireless phone number.
Historic Deletes	RNL will compare phone number data to previous 3 fiscal years and will remove records that only have a number previously coded as being a "bad phone."
<i>RNL Phonathon Management</i>	
Expert Management of Student Callers	RNL Center Manager manages the process and execution as it relates to the recruitment, training, and motivation of the student callers and supervisors.
Shift Management	RNL Center Manager oversees the setup and performance of the calling program on a nightly basis so that both individual callers and overall results are meeting objectives. They will adjust shift times and days of calling to maximize the number of conversations and dollars raised while minimizing donor fatigue.
<i>RNL Smart Fulfillment</i>	
Email and Direct Mail	<p>Personalized Fulfillment Emails: Set of emails designed based on pledge due date and personalized for each constituent.</p> <ul style="list-style-type: none"> ▪ CC Pledge Email: Sent to anyone that pledges on a credit card. ▪ Unspecified Pledge Email: Sent to anyone that is coded as an unspecified pledge. ▪ Specified Pledge Email: Sent to anyone coded as a specified pledge. ▪ 8-Day Email Reminder: Designed to coincide with delivery of pledge packet in the mail and sent to anyone coded as a specified pledge that has yet to fulfill. ▪ 30-Day Email: Sent to anyone (specified and unspecified) that has yet to fulfill 30 days after the pledge date. <p>End-of-Year (EOY) Fulfillment Emails: Emails sent to anyone with an outstanding specified pledge that has gone through the reminder process through at least the step of being loaded for reminder calling. The EOY Fulfillment Emails may be one of the following:</p> <ul style="list-style-type: none"> ▪ Calendar-Year-End (CYE) Fulfillment Emails: Sent to anyone that has an outstanding pledge. ▪ Fiscal-Year-End (FYE) Fulfillment Emails: Sent to anyone that has an outstanding pledge. <p>RNL also supports your fundraising efforts through a series of next-day pledge acknowledgement letters and a series of ongoing reminder letters.</p>

Credit Card Optimization	Instant credit card fulfillment impacts ROI by increasing dollars in the door and reducing production and postage costs related to pledge fulfillment mailings. RNL Credit Card Optimization: By implementing credit card asks to maximize credit card rates across the industry (and continually monitoring and coaching callers regarding the ask), institutions can expect to see an increase in fulfillment and improvement in ROI.
Phone	RNL deploys reminder calls to all prospects with outstanding pledges 60 days after pledge date. These calls are managed in waves and will be called for up to 30 days after being loaded for calling.
<i>Voice & Style Personalization</i>	
Voice & Style Personalization	<ul style="list-style-type: none"> ▪ Structured approach for personalizing the type and tone of outreach (including ask optimization) to match what's appropriate for institutional brand and constituent base. ▪ VCU collaboration with RNL identifies the appropriate number of asks and sets parameters around when a call should ideally end (i.e., out of work or ill feelings). ▪ RNL develops tailored ask amounts are developed to align with client goals to optimize average gift and ROI.
<i>PCI & Legal Disclosure Regulatory Requirements</i>	
PCI Compliance	RNL provides PCI-compliant solutions to minimize payment card risk.
Legal Disclosure Compliance	RNL navigates and manages the state disclosure process to ensure rules and regulations regarding state disclosures are being adhered to for each state.
<i>RNL Smart View</i>	
RNL Smart View	RNL Smart View is a cloud-based and self-service reporting platform that provides actionable insights and enables clients and RNL to effectively measure the results of their phonathon campaigns through powerful, interactive, intuitive, and dynamic dashboards.
<i>RNL Digital Dialogue</i>	
Annual Giving Campaign	Targeted display advertising for 6 weeks. Includes an estimated 6 impressions per week to amplify existing solicitation channels. 600,000 impressions recommended for 110,000 prospects.
<i>RNL Digital Giving</i>	
Crowdfunding Software with Giving Day Module	<ul style="list-style-type: none"> ▪ RNL's proprietary, white-labeled crowdfunding software and Giving Day Module allows VCU to showcase institutional initiatives through a custom-branded website and thematic framework. ▪ Crowdfunding allows VCU constituents to follow, share, and donate to university projects. ▪ The Giving Day Module will integrate via a mutually approved payment processor with access to donor data provided directly from an administrator interface. ▪ Both services provide an administration interface to manage VCU projects and analytics packages to yield insights on university projects, as well as associated user interfaces and related technology.

Work Schedule/Timeline

Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.

Upon contract execution, your RNL team will immediately begin the onboarding process. This will include all components outlined including data management, planning, creatives and calling team recruiting/training. In order to ensure an optimal start and long-term success, we require 12 weeks from contract agreement to full implementation and kick off of the calling campaign.

Sample Phonathon Timeline

April 30, 2018	Receipt of RNL proposal
May 30	Final project scope determined and contract signed
June 9	Strategic planning <ul style="list-style-type: none"> ▪ Introduction to your RNL team ▪ Review goals and expectations ▪ Discuss communication channels to be utilized and key messaging ▪ Develop calling calendar, e-communication and direct mail drop dates (if applicable), segmentation, ask amounts ▪ Develop fulfillment plan ▪ Introduction call for IT and network setup (implementation)
July 10	Data transfer and research <ul style="list-style-type: none"> ▪ Discuss and determine steps for data integration with your development system ▪ Prospect data sent to RNL (six weeks prior to campaign start date) ▪ Research records ▪ Discuss how information/reports will be shared on a daily basis (FTP site)
July 20	Creative services <ul style="list-style-type: none"> ▪ Drafts of training materials, scripts, e-communications and direct mail pieces (if applicable) submitted to client, with revision process before final approval
August 6	Program Center Manager arrival <ul style="list-style-type: none"> ▪ Student fundraising team is recruited, hired, and trained; calling begins
August 20	<u>Calling Start Date</u>
Ongoing	Program evaluation and project review <ul style="list-style-type: none"> ▪ Assess strengths and areas for growth, discuss goals, and identify strategies designed to improve outreach/results for the next campaign

Sample Direct Mail Timeline

8 to 12 weeks prior to drop date	<p>VCU will be contacted by an RNL project manager to set up a conference call with the RNL team to plan your mail piece(s). During this call, we will discuss fundraising goals, agree on a creative approach, and finalize any other details about the project. Mailing drop dates will be established and agreed upon during the planning call.</p> <p>After the call, VCU will receive a follow-up email from the project manager summarizing decisions and other points that were discussed. We'll send you a timeline with milestones throughout the production process that will include deliverable dates. We will include instructions for accessing the SFTP site to upload your data and any other items that are needed. The creative team will begin work on the print piece.</p>
6 weeks prior to drop date	<p>VCU will upload data to the secure SFTP site, if it has not already been received. Our Data Specifications Guide outlines how the data should be prepared for use.</p> <p>Your mail piece will reflect the creative design that was rendered during the planning meeting as the design and writing teams collaborate on its development. We will deliver the drafts along with a brief description that highlights key features of the piece and how they relate to the strategy.</p> <p>Your project manager will coordinate with VCU and its internal teams to ensure all milestones are being met; any milestones which need adjustment are done so accordingly.</p> <p>During this time, your data is cleansed, segmented, and inserted into our standard format. "Ask" levels and appeal codes will also be applied. Any necessary research will be performed appropriately.</p>
4 weeks prior to drop date	Once VCU provides approval of the creative materials, the piece will then go into final production.
4 weeks prior through drop date	In this final production phase, your direct mail piece is printed. RNL will perform detailed quality checks on your piece at various stages of the development process. We prepare data for integration into the mail piece. Postage will be applied to ensure efficient delivery to your audience. We will return a file of ID and appeal codes for each recipient in order for VCU to update its records accordingly.
After drop date	After your piece drops, we will send VCU a file of recipient records, as well as those that were updated through the NCOA database.

Sample Digital Dialogue Timeline

Step 1	Audience Identified. We work with you to determine the right audience and criteria for your campaign.
Step 2	Digital ads created and tested. RNL's award-winning design team creates a series of digital ads optimized for web, mobile, and social.
Step 3	Digital ads served to target audience on web, social, and mobile.
Step 4	Prospect clicks on ad and makes a gift or gives via other channel. We provide reporting to show return and support, insight-led decision making.

Crowdfunding Timeline

Launch Call	Within first week of signed contract
Tech Integration	<ul style="list-style-type: none"> ▪ Call within first two weeks ▪ Choose design <ul style="list-style-type: none"> – Once chosen, can implement within two weeks ▪ Choose domain name <ul style="list-style-type: none"> – Once chosen, can implement within one week

	<ul style="list-style-type: none">▪ Provide payment provider credentials<ul style="list-style-type: none">– Payment providers we currently integrate with can be completed within two weeks
Administrator	<ul style="list-style-type: none">▪ Strategy call with Launch Manager▪ Project selection strategy▪ Roles and responsibilities▪ Select projects (4-6 weeks)
Projects Selected	<ul style="list-style-type: none">▪ Strategy call with Launch Manager and heads of project teams▪ 4-6 weeks preparation for launch
Pilot Launch	30-45 days
Ongoing Processes	Weekly check-ins

Outcomes and Performance Measurement

Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.

The following projections are good-faith estimates only, based on information VCU has shared with us, our past partnership with the university, and our experience assisting similar institutions. As you know, these projections can change if:

- Overall record counts are different (lower or higher) than originally discussed
- Donor, lapsed donor, and non-donor counts are different than originally discussed
- The average gift and/or giving history of prospects is different than originally discussed

Projections are based on an initial first-ask amount recommended by RNL and approved by VCU. The total projected amount includes matching gifts. Additional gifts will be received from “maybe” or unspecified pledges. These are pledge estimates, not cash estimates.

	LOWER RANGE	MID-RANGE	UPPER RANGE
Number of Prospects	223,365	223,365	223,365
X Completion Rate	14.54%	15.57%	17.68%
Hours	7,600	8,400	9,100
Number of Completed Calls*	32,473	34,788	39,485
X Contact Rate	57.30%	57.44%	56.35%
Number of Contacts**	18,607	19,983	22,250
X Pledge Rate	23.14%	23.88%	22.25%
Number of Pledges	4,305	4,771	4,951
X Average Pledge	\$96.51	\$96.92	\$95.76
Total Dollars Pledged	\$415,475.55	\$462,405.32	\$474,107.76

*A completed call is defined as a: specified pledge, unspecified pledge, no pledge, already pledged, do not call, remove from list, disconnected number, reassigned number, whereabouts unknown, invalid phone, deceased, speaks no English, asks left on answering machines during the last wave of outreach, or out of the country.

** Contacts include pledges, no pledges, and unspecified pledges.

Notes on differences within projection models:

- Lower Range: RNL has dropped down Lybunt calling in this model, which is why the contact rate and participation rate don't go up. Our assumption is less time on the phones will correlate with less time calling into Lybunts based on calendar and prospects being removed.
- Lower- and Mid-Range projections are associated with lower total hours, which will impact VCU's spend on student wages. This will not impact RNL's program design and consultation fees.
- Upper-Range: There is only a modest lift in upper range dollars raised compared to Mid-Range projections as we're adding in non-donor hours. The average gift from a non-donor is estimated to run around \$50.

Overall Risk

Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).

RNL has been managing large, multichannel, fundraising projects at both the institutional and multi-campus/system level for *more than 30 years*, therefore we are accustomed to mitigating risks in these types of engagements. With this in mind, the following list includes some of the more common risks we have mitigated in projects of this nature.

- **Lack of buy-in among those responsible for executing the recommended strategies.** This typically results from divergent views about the VCU current situation and need for change. This is best overcome if senior management articulates a clear vision for the future and why it believes change is necessary, but it also requires an inclusive planning process that engages all key groups and involves frequent communications about the process.
- **Lack of adequate Information Technology support.** RNL services are data intensive. When a campus partner cannot provide necessary datasets, programing support, etc., it often slows project momentum and undermines the fundraising results.
- **Lack of financial resources to implement recommended strategy changes.** This can be very frustrating to everyone involved and undermine overall effectiveness. Therefore, we work hard to quantify new costs and ROI in the planning phase and assist our campus partners in prioritizing recommendations to align with available resources.
- **Excessive decision-making layers.** When multiple approvals are required to begin executing new initiatives, it can slow progress and frustrate participants. Your RNL team will regularly brief you on program performance and will conclude each project fiscal year with a wrap-up meeting that involves a senior administrator that has the authority to advance recommendations quickly.
- **Lack of attention to multichannel impact and channel migration.** Sometimes personnel get consumed with managing results within a specific channel without taking into account how the channel might be driving results in a different area. No matter to what extent you partner with RNL, your team will attempt to mitigate this by staging recommendations in a way that provides for both short-term wins and long-term success—across all of the advancement work you do.
- **Departure of the project champion(s).** If those persons who were advocates for the project leave VCU, it can diminish effectiveness—especially if there was lack of consensus around the initial decision to proceed.
- **Potential Negative News or Campus Scandal.** Issues that negatively impact the campus community can spill over into advancement work and have an impact on fundraising results. While our consultants can partner with your team to address concerns and provide strategic guidance on a path forward, results can be diminished by overarching events in your community.

Client success is at the heart of everything we do. The primary focus of the RNL team is client satisfaction, collaboration, and coordination to best position VCU to overcome barriers to fundraising success, including the risks summarized above. Your team will guide strategy to ensure all RNL solutions at VCU are working together to meet and exceed your engagement and fundraising goals and expectations. They will also serve as a resource for VCU's advancement leadership and Board, providing national research and benchmarking, as well as comparative data, as needed.

Other

We partner with **over 1,900 organizations**—colleges, universities, and nonprofit organizations—giving us the ability to offer relevant and timely case studies, white papers, and trend reports to our partners in areas such as digital giving, annual giving, and major/planned giving. Each year, RNL also conducts **over 50 webinars** addressing topics ranging from best practices to innovative strategies across the fundraising landscape.

To help provide more fundraising insights for campuses and nonprofits, RNL surveyed and interviewed more than 3,000 fundraisers in 2017 and reviewed data from millions of student records from our partners. We translated this research into the popular Advancement Leaders Speak (ALS) series of research reports, groundbreaking indexes of crowdfunding and giving day results, and action-oriented tactical white papers. Select reports from our ALS series have been provided with our proposal submission.



We regularly use our extensive research in these areas as well as consolidated client data to review the strategies behind and execution of our products and services. Most notably, our analysis over the last few years informed the development of our latest industry-leading solutions. The RNL Complete Fundraising platform evolved from our past products with new and enhanced features that are more prescriptive around what our research tells us works best in order to maximize results for our clients.

**XXIII. ATTACHMENTS: Attachment I – Data and Intellectual Property Protection
Attachment II – Regulatory Attachment**

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 a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. 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 that is at least 51% 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% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **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:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

Small, Women-Owned and Minority-Owned (SWaM) Business Commitment

A fully completed Appendix I is attached in the Required Forms section of our proposal.

RNL is capable of performing the strategic, creative, and project management work requested in RFP #7964590CK utilizing our own staff. Outside of our pre-established partnerships for data enrichment, direct mail printing/mail house production, and digital advertising, RNL would not require subcontractors to perform the work.

RNL has made good faith efforts to determine if our existing vendor partnerships qualify as Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses, and have determined that these partnerships do not qualify. With the time given to respond to RFP #7964590CK, we were unable to establish any new, vetted partnerships to fulfill this requirement with assurance of maintaining our quality standards and mission; however, should RNL be awarded the bid, we would continue to make good faith efforts to identify opportunities for diverse business partnerships.

Although we do not plan to involve SWaM-certified businesses in the performance of this particular contract, RNL is committed to diversity and inclusion at all levels. Policies and procedures throughout the organization, ranging from employee hiring to general business practices to corporate culture and beyond, all support this commitment. RNL is stronger because of our diverse and inclusive employee team, and we work to build upon this strength every day.

Our dedication to diversity and inclusion extends beyond our walls to include our business partners and suppliers. Whenever possible, we look to engage with firms who share our beliefs and represent our values. For example, we contract with a small, locally-owned business known as the Clean Team to provide a variety of janitorial and related services. We also work on a regular basis with both EZ Carpet Care and Solbergs—two women-owned small businesses that do great work. Currently, RNL spends over \$100,000 annually with a diverse group of small businesses and suppliers—both across the country and around the globe.

RNL's focus on diversity and inclusion continues to evolve. In the coming months, we plan to continue to expand our supplier diversity efforts. This expansion will encompass additional conversations with our suppliers regarding diversity and inclusion, along with a cataloging of the results. Additional improvements are scheduled with regard to expanded employee development and training. This evolution will support RNL's ongoing commitment to operating in good faith while embracing all aspects of diversity and inclusion.

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.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

RNL is capable of performing the strategic, creative, and project management work requested in RFP #7964590CK utilizing our own staff. Outside of our pre-established partnerships for data enrichment, direct mail printing/mail house production, and digital advertising, RNL would not require subcontractors to perform the work.

Please see RNL's full statement on diverse suppliers in our proposal response to RFP #7964590CK.

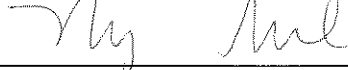
Commitment for utilization of DSBSD SWaM Businesses:

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: Brenda Teems
Email: Brenda.Teems@RuffaloNL.com
Phone: 800-876-1117
Firm: Ruffalo Noel Levitz

Offeror understands and acknowledges that the subcontracting plan above represents 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: Mary Noel
Title: Director, Revenue
Email: Mary.Noel@RuffaloNL.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; <https://www.sbsd.virginia.gov/certification-division/>) 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, 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.

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.

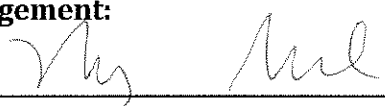
Questions regarding this method of payment should be sent to commcard@vcu.edu.

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://treasury.vcu.edu/banking/vendor-ach/>.

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:	<u>Mary Noel</u>
Title:	<u>Director, Revenue</u>
Name of Firm:	<u>Ruffalo Noel Levitz</u>
Date:	<u>4/26/2018</u>

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:	<u>Mary Noel</u>
Title:	<u>Director, Revenue</u>
Mailing address:	<u>1025 Kirkwood Pkwy SW, Cedar Rapids, IA 52404</u>
Email address:	<u>Mary.Noel@RuffaloNL.com</u>
Phone number:	<u>800-876-1117</u>
Fax number:	<u>319-362-7457</u>

ATTACHMENT 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 otherwise expressly provided in a SOW, all patents, copyrights, trademarks, service marks, trade dress, software, processes, materials, inventions, designs, code and works of authorship, including derivatives therefrom or thereof, ("**IP**") now owned, or subsequently created or acquired, by RNL and all IP, other than and excluding the Client IP (defined below), resulting or arising from Services rendered under this Agreement, including in both cases all derivatives therefrom or thereof, (collectively the "**RNL IP**") shall be and remain the sole and exclusive property of RNL and this Agreement does not transfer any title to any RNL IP to Client. "**Client IP**" means any IP now owned by Client or subsequently created or acquired by Client in a manner unrelated to this Agreement. "**Services IP**" means any IP created by RNL in the performance of this Agreement for Client for the exclusive, non-commercial, non-profit use by Client for its own direct benefit in connection with this Agreement. RNL grants to Client a perpetual, royalty-free, other RNL IP, for Client's, and Client's affiliate's, limited, sole and exclusive, non-commercial, non-profit use of the Services IP for their own benefit (and not for the benefit of other non-affiliated third-parties). The parties acknowledge that RNL is willing to use the RNL IP for the benefit of Client, but does not by this Agreement, forfeit or lose any right, title or control to, over or in any RNL IP or derivatives thereof Except for the limited license granted above, or as otherwise expressly stated and described on a SOW, RNL does not and will not provide its services or RNL IP on a "work for hire," or "work made for hire," basis, and Client acknowledges the same. Unless otherwise expressly provided in a SOW, each party agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any IP owned by the other. Client represents and warrants that it will not reproduce, disclose or use RNL IP for any purpose, or in any manner, other than as provided in this Agreement or authorized in writing in advance by RNL. RNL represents and warrants that it will not reproduce, disclose or use Client IP for any purpose, or in any manner, other than in the performance of this Agreement or as provided in this Agreement or as authorized in writing in advance by Client.

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 PCI-DSS Security Standard.
- 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 PCI-DSS Security Standard.
- 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 10 shall survive termination of this agreement until all University Data has been returned or Securely Destroyed.

Attachment II

Regulatory Attachment

- A. RNL will not at any time solicit funds, assets, or property for charitable purposes, receive or control funds, assets, or property solicited for charitable purposes, or employ, procure, or engage any compensated person to solicit, receive, or control funds, assets or property for charitable purposes. RNL will not have custody or control of contributions at any time. Client exercises control and approval over the content, volume, and frequency of all solicitations. Client was formed and operates to secure pledges and donations to support the operational activities. The specific application of the fund will be at the discretion of the Client. Funds received as a result of this campaign will be used to further these purposes and to pay for expenses. RNL shall be authorized by Client to perform the Services on a nationwide basis during the term of this agreement.
- B. In order to comply with various state statutes, the following shall be included as terms of the Agreement for the various states.
- i. For purposes of the State of California, the following shall apply:

Contract will commence on Start Date within the State of California and will terminate on End Date. Services will commence with respect to solicitation of contributions in California on the date determined by the Client.

Client has the right to cancel the contract without cost, penalty, or liability for a period of ten (10) days following the date on which the contract is executed. Client may cancel the contract by serving a written notice of cancellation on RNL. If mailed, service shall be by certified mail sent to RNL, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Following the ten (10) day cancellation period, Client may terminate the contract by giving 30 days written notice. If mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination after the ten (10) day cancellation period, Client shall be liable for services provided by RNL to the effective date of termination.
 - i. For purposes of the State of Mississippi, the following shall apply:

Client's solicitation activity under this contract is to commence on Start Date within the State of Mississippi or ten (10) working days after the contract is received by the Office of the Secretary of State.

Solicitation activity and the contract will terminate on End Date within the State of Mississippi.
 - ii. The Agreement between RNL and Client is not a percentage-based agreement, and the following language is provided only for purposes of complying with the contract disclosure requirements of State of New Jersey. RNL is to be paid as set forth in the Agreement with its compensation provisions controlling. For purposes of providing language to comply with the New Jersey Charitable Fundraising Rules, the following shall apply:

RNL shall receive 76% (seventy six percent) of the gross revenue from the campaign. The amount going to RNL is an estimated percentage based upon previous experience of similar campaigns conducted by RNL. This shall not affect or alter compensation provisions as provided in the Agreement.
 - iii. For purposes of the state of New York only, the contract shall be modified to add the following section:

Contract will commence on Start Date within the state of New York.

Contract will terminate on End Date within the state of New York.

Client's right to cancel this contract. It is understood by both parties that the Client has the right under New York State law to cancel this contract and that the Client does not have to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the parties. Therefore, the Client may cancel this contract without cost, penalty, or liability if the Client notifies RNL in writing as provided below.

Period under which contract may be cancelled. If RNL is registered with the New York State Office of the Attorney General Charities Bureau, the Client may cancel this contract at any time up to and including the fifteenth (15) day after this contract was filed by RNL with the New York State Office of the Attorney General, Charities Bureau. If, however, RNL is not registered with the New York State Office of the Attorney General, Charities Bureau at the time this contract is signed, the Client may cancel at any time after it is signed.

Procedure for cancelling this contract. The Client may cancel this contract by giving RNL written notice of cancellation. This notice can be in the form of a letter indicating that the charitable organization does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to RNL. If mailed, it must be sent to the following address:

Ruffalo Noel Levitz
1025 Kirkwood Pkwy SW
Cedar Rapids, IA 52404

The Client must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau
Office of the Attorney General
The Capitol
Albany, NY 12224

When cancellation is effective. If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to RNL. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailbox.

- iv. For purposes of the State of Pennsylvania, the following shall apply:
Services under the terms of the agreement with respect to solicitation of contributions in the Commonwealth will commence on Start Date or ten (10) working days after the contract is received by the Department of State, Bureau of Charitable Organizations, and/or is approved by the Department of State Bureau of Charitable Solicitations.
Services and the contract will terminate on End Date within the Commonwealth of Pennsylvania, unless otherwise extended pursuant to the main agreement.
 - v. For the purposes of South Carolina, the following shall apply:
The South Carolina Registration Number of Client is N/A. The South Carolina Registration Number of RNL is P1097.
- C. In the event the MSA or any Statement of Work is terminated or ended prior to the End Date by operation of law, then the MSA or Statement of Work shall automatically renew for a term ending on the End Date, unless otherwise terminated in accordance with the MSA or Statement of Work.
 - D. In all other respects not specifically modified by this Appendix, the existing agreement dated Start Date shall remain in full force and effect.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between Ruffalo Noel Levitz, LLC ("RNL") and Virginia Commonwealth University ("Client"), identified in Request for Proposal (RFP) 7964590CK, Telemarketing and Pledge Fulfillment Services, and sets forth the terms and conditions to the RFP for RNL to provide Client with services as set forth herein. The parties agree as follows:

1. Planning, Materials and Delivery of Services

A. Except to the extent otherwise expressly provided in the RFP and/or on a SOW, Client and RNL will work together to develop and finalize a plan for the delivery of the Services. Client shall fulfill the responsibilities and take the actions required of it as described on the Statements of Services, if any. Client shall provide its data, materials, Client IP (defined in the RFP), telephone numbers and factual information necessary to perform the Services, including without limitation information regarding Client and Client's activities (collectively the "**Client Materials**") in order to implement a program for delivery of the Services. Client represents and warrants it has all consent and authority necessary to use, and to allow RNL to use, in connection with the delivery or provision of Services, all Client Materials, including without limitation all drawings, designs, fonts, trademarks, trade dress, service marks, telephone numbers and electronic mail addresses provided to RNL by Client. Client shall be solely responsible for securing the consent, right and authority to use, and for the accuracy of, all Client Materials contained in any materials or scripts, or otherwise used by RNL in the delivery of the Services, and represents and warrants that Client Materials shall be accurate in all material respects and shall not omit any information reasonably necessary to make Client Materials not misleading. In the event RNL, or any of its officers, directors, managers, members, subsidiaries or employees, suffer any and all loss, damage, deficiency, claim, or liability arising out of, or resulting from, (a) any alleged or actual infringement by Client IP (defined in the RFP), or any portion thereof, on the intellectual property rights of another person, or (b) use of the Client Materials, it shall be deemed a breach of this Agreement by Client. Client acknowledges the likelihood that RNL may be harmed, or suffer damages, or both, as the result of a breach of this Agreement.

B. RNL shall fulfill the responsibilities, take the actions required of it and deliver the Services and materials as described in the RFP and on the SOW. RNL shall perform the Services to be provided in a professional and workman like manner substantially similar to that found in its industry or trade for substantially similar services provided by similar vendors under similar circumstances, subject to, and consistent with, the past practices of the parties, if any. Services will be provided at the RNL Office (defined below) and at other RNL locations, as well as on Client's premises when so described in one or more SOW, or as otherwise mutually agreed.

2. Confidentiality

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each which is not generally known or available to the general public and has value to the owner of such information ("Confidential Information") has been and will be made available to the other. The parties agree to use reasonable efforts to maintain the confidentiality of Confidential Information, but in no event lesser than was used with like material of the receiving party. Both parties shall maintain in secret all Confidential Information received under this Agreement, shall not disclose the Confidential Information to any third party without prior written authorization from the disclosing party, and shall not use the Confidential Information except for the purpose for which it is disclosed under this Agreement. Each party shall limit dissemination of the Confidential Information received by it, except to those of its employees, agents and consultants whose duties justify the need for access to the Confidential Information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. No other right or license to use the Confidential Information is granted under this Agreement. The foregoing obligations shall apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate the confidential nature thereof. The parties acknowledge

that certain personal information and records may be protected by law, including without limitation, by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Title XIII of the American Recovery and Reinvestment Act of 2009 ("ARRA") also known as the Health Information Technology for Economic Clinical Health Act ("HITECH"), the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the Financial Services Modernization Act of 1999 also known as the Gramm–Leach–Bliley Act ("GLB," and collectively with HIPAA, ARRA, HITECH and FERPA referred to as the "Privacy Laws"), and that all such information is deemed "Confidential Information" regardless of whether it is designated as confidential in writing.

The foregoing obligations shall not apply to any information which:

- A. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
- B. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or
- C. Is disclosed to the receiving party by a third-party having the legal right to disclose the same; or
- D. It is disclosed to any third-party by the disclosing party without an obligation of confidentiality; or
- E. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
- F. The receiving party is obligated to produce as a result of a legal requirement, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy where response time reasonably permits; it being the intention of the parties to comply with any applicable state "freedom of information," or similar, law or statute; and, such information shall not be deemed or considered to be Confidential Information.

Information described in clauses A through E above shall not be considered confidential, proprietary or "Confidential Information." Upon written request of a disclosing party, the receiving party shall return all Confidential Information disclosed in written or tangible form, and the receiving party shall destroy all their copies, excerpts or notes made by it which contain any portions of the information unless otherwise provided for by the parties, other than copies on back-up tapes stored off-site which shall be over-written by RNL in accordance with its disaster recovery and business continuity practices and procedures.

3. Notices

All notices given pursuant to or in connection with this Agreement shall be in writing sent to the addresses provided below, and provided (1) U.S. Postal Service, certified mail, return receipt requested, or its then equivalent, (2) courier or hand-delivery, (3) facsimile transmission with delivery confirmed, if a facsimile number has been provided, or (4) electronic mail with delivery receipt or acknowledgment. Notices shall be deemed received and effective (a) as of the fifth (5th) day subsequent to deposit in a U.S. Postal Service mail depository, postage fully prepaid, if so deposited, or (b) on the date of confirmed or acknowledged delivery by any other method; whichever is earlier.

If to RNL:
Ruffalo Noel Levitz, LLC
Attn: CFO
1025 Kirkwood Parkway SW
Cedar Rapids, IA 52406-3018
Telephone:

If to VCU:
Virginia Commonwealth University
Attn: Jenna Hart
Development and Alumni Relations
111 North 4th Street
Richmond, Virginia 23219
Telephone: (804) 828-0232

4. Independent Contractor Relationship

All persons employed by RNL in connection with the provision of Services shall be employees of RNL and not Client. In performing any and all of the Services to be provided under this Agreement, RNL shall at all times and for all purposes be and remain an independent contractor and in no case and under no circumstances shall RNL or any of its employees, including but not limited to those of its employees actually performing any of the Services, be considered or otherwise deemed to be employees or agents of Client for any purpose whatsoever. Accordingly, neither RNL nor any of its employees or agents shall have the authority to enter into any contract for or on behalf of the Client or otherwise bind the Client in any manner whatsoever.

5. Compliance with Laws

A. Both parties shall comply, at its own cost and expense, with the provisions of all state, federal and local laws, ordinances, regulations and orders pertaining to this Agreement and performance of this Agreement. For clarity, both parties agree to abide by all requirements of the Privacy Laws with respect to all records, information and data governed by such laws, and as applicable to such party. Both parties shall take all measures necessary to promptly remedy any violations, if any, of any such law, ordinance, rule, regulation or order. The parties will use all commercially reasonable efforts to assist each other, to the extent required, in the compliance with state, federal and local laws, ordinances, regulations and orders (the "Laws").

B. If either party (the "Complying Party") requires information from the other party (the "Supplying Party") in order to comply with any of the Laws; then the Supplying Party shall supply the required information promptly following a reasonable request in writing, including by electronic mail, but no later than twenty (20) calendar days after such request. If the Complying Party requires and requests information in writing, with a reasonably adequate description, from the Supplying Party, (the "Requested Information") and the Supplying Party does not provide the Requested Information within twenty (20) calendar days after such request, then (a) for purposes of this Agreement, the Complying Party shall not be deemed to be in breach of this Agreement as the result of any failure to comply with any Laws as a result of the Supplying Party's failure or refusal to provide any Requested Information.

C. To the extent any particular contractual provisions are required in order to comply with any particular provisions of any Laws, to the extent applicable to this Agreement, or the performance of this Agreement or the Services, then the parties will endeavor to set forth such provisions on either one or more of a SOW or Regulatory Attachment or similar provision, schedule, attachment, exhibit or addendum, executed by the parties and either attached to this Agreement and incorporated here by this reference or attached to or included in a SOW or otherwise incorporated into this Agreement.

6. Entire Agreement

The supplemental terms of all attached Statements of Services, as well as any attachment, exhibit or addendum expressly incorporated herein or in a SOW, including without limitation any Regulatory Attachments, are made a part of this Agreement. This Agreement is incorporated and made a part of RFP # 7964590CK and replaces all other agreements between the parties relating to the same subject matter, whether written or oral. In the event of a conflict between the terms of the RFP and this Agreement, the RFP shall control. No amendment, modification or addition to this Agreement shall be effective unless set forth in writing and executed by both parties.

Statement of Work

1 Overview

This Statement of Work Agreement (“**SOW-CS**”) describes services to be provided by Ruffalo Noel Levitz, LLC (“**RNL**”) to Virginia Commonwealth University (“**Client**”) (together referred to as the “**Parties**”).

The charitable purpose for which the consultation services are being provided is to advise the Client on its securing of pledges and donations, in order to support the operational activities of the Client and the charitable mission of the Client including: “As the premier urban, public research university in Virginia, VCU’s mission is to advance knowledge and student success through its commitments to: an engaged, learner-centered environment that fosters inquiry, discovery and innovation in a global setting; research that expands the boundaries of new knowledge and creative expression and promotes translational applications to improve human health; interdisciplinary collaborations that bring new perspectives to complex problems and mobilize creative energies that advance innovation and solve global challenges; health care that strives to preserve and restore health for all people, to seek the cause and cure of diseases through groundbreaking research, and to educate those who serve humanity; diversity that provides a climate of inclusion, a dedication to addressing disparities wherever they exist, and an opportunity to explore and create in an environment of trust; sustainable, university-community partnerships that enhance the educational, economic and cultural vitality of the communities VCU serves in Virginia and around the world.” The specific application of the funds will be at the discretion of the Client. The Services do not include RNL soliciting donations for Client.

2 TERM

- A. Subject only to applicable law, this SOW-CS starts on July 1, 2018 (“**Start Date**”) and ends on June 30, 2020 (“**End Date**”) (the “**Term**”) unless terminated earlier pursuant to the terms of the Agreement or the Regulatory Attachment.

3 SERVICES

A. Consultation-Onsite

- i. During the Term, RNL will provide the following services further described in Appendix 1, in the following quantities for up to 225,000 (two hundred twenty-five thousand) records (“**Services**”):

Program Inclusions	Quantity Per Program Year
Data Enrichment	
NCOA	Up to 225,000 Records
Phone Append	Up to 225,000 Records
Wireless ID	Up to 225,000 Records
Advanced Landline	Up to 0 Records
Automatch	Up to 0 Records
Cell Append	Up to 35,000 Records
Deceased Verification	Up to 0 Records
Email Append	Up to 0 Records

Email Verification	Up to 0 Records
Employer Append	Up to 0 Records
Line Status	Up to 0 Records
<u>Data Management</u>	
Segments	Up to 121 Segments
Loads	Up to 16 Loads
Email Reminder Drops	Up to 19 Drops
Demo Refreshes	Up to 1 Refreshes
<u>Direct Marketing (includes Creative Services and Production, not Postage)</u>	
Email Templates	Up to 2 Templates
Email Versions	Up to 8 Versions
Letter Templates	Up to 2 Templates
Letter Versions	Up to 3 Versions
Postcard Templates	Up to 1 Templates
Postcard Versions	Up to 1 Versions
<u>Software</u>	
Phonathon Station Software (Includes CAMPUSCALL, HEP and OGI)	19
<u>Program Support and Consulting</u>	
Program Center Manager (including travel)	On-Site
Program Strategy and Management	Included
Site Visit	Up to 2 Visits
RNL 360	Not Included
Program Reporting	RNL Standard Reports
<u>Hardware</u>	
Phonathon Equipment Stations (Includes PC, Headset, Network HW/SW)	0
RADS- Remote Auto Dialing System	1

ii. Direct mail print and mailing in the following good faith estimated quantities:

Direct Mail	Description	Estimated Volume
Next Day Pledge Card	Printing of pledge cards (also referred to as a "3-up") to acknowledge a pledge.	Up to 2,710

Pledge Reminder Letter	Printing of a personalized letter to remind prospects of a pledge.	Up to 8,130
Monthly Postcard	Printing of a postcard designed to maintain regular contact with donors and prospects.	Up to 2,000

- iii. RNL will print and mail written pledge confirmations for pledges obtained as a result of Calling, often referred to as “next day” confirmations, generally mailed within two (2) business days.
- iv. RNL manages the creative process as applicable to the Services in two (2) revision rounds before Client approval. A revision round is text and design change requests for any and all creative components communicated by Client to RNL, and then completed by RNL before production and delivery. After these revision rounds and Client approval on text and design, Client-requested changes may be completed for an additional fee and based on RNL creative team availability, pursuant to a Change Order.
- v. RNL and Client may adjust the quantities of the Services, only among such Services, upon mutual agreement; a CO is not required when any such adjustment(s) do not result in a change in the Services Fee.
- vi. RNL will provide the networking, cabling, management, and operation of the equipment within the switch closet and server room/RNL provided cabinet, as well as stations within the Client call center, and will do so with a design which has been subject to an annual PCI DSS assessment. RNL does not provide payment card storage or processing services, is not required to store or process cardholder data on behalf of the Client, and is not involved in the storage or processing of cardholder data, pursuant to this SOW-CS. Client shall not use the stations for any purposes other than as necessary for the Services (e.g., shall not be used for Client resource training or emergency services).
- vii. Contingent on satisfaction of Client Responsibilities, RNL will configure the online giving interface at the Client call center to securely connect the phonathon stations to an online giving page supplied by Client, to enable Client callers to enter payment card information directly into the supplied online giving page.
- viii. RNL will implement a secure VPN connection from the Client call center to RNL.
- ix. RNL will provide access to Phonathon Station Software at 19 (nineteen) calling stations (referred to as the Named Users).
 - a. Each Named User is associated with one single calling station, and the Named Users are the only fixed calling stations which are licensed to use the Software. Named User licenses cannot be shared among multiple individuals and separate Named User licenses must be purchased for each individual and, where applicable, each fixed calling station.
- x. All Services purchased must be consumed within the Term. Any Services not consumed within the Term will be forfeited by Client.

B. Digital Dialogue

- i. During the Term, RNL will provide the following services (“**Services**”):

Digital Dialogue – Annual Giving	
<i>Purpose: To amplify the success of a traditional annual giving Channel or use digital annual giving year round to engage and grow Donor base.</i>	
Digital Type	Targeted Display Advertising
Target Audience	Customized based on expected Client use
Creative Specifications	Up to seven (7) Ads RNL will determine further specifications (e.g., size, media outlet)
Total Impressions	Up to 600,000

- ii. All Services purchased must be consumed within the Term. Any Services not consumed within the Term will be forfeited by Client.
- iii. For purposes of this SOW-DD, RNL standard terms and definitions are included in Appendix 1. Any terms or phrases undefined in this SOW shall have the meaning given them in the AGREEMENT.

4 EQUIPMENT

- A. Client shall be responsible for providing the equipment necessary for the Services, satisfying the minimum specifications described in Appendix 2.
- B. Client shall obtain and maintain a maintenance and service plan for any and all such equipment through termination or expiration of this SOW-CS.
- C. RNL will provide the following equipment or equivalent equipment, as determined in RNL’s sole discretion, which shall be returned by Client to RNL, at Client’s expense, upon expiration or termination of this SOW-CS:
- Router: Cisco ASA 5500 or comparable device if RNL replaces due to device’s end of life
 - Switch: Cisco Catalyst 2960 (24 or 48 Port) or comparable device if RNL replaces

5 CLIENT RESPONSIBILITIES

- A. The provision of Services by RNL is conditioned upon Client providing the following (“**Client Responsibilities**”):
- A data file with up to 225,000 (two hundred twenty-five) prospect records, in the file format requested by RNL and in a timely manner.
 - If Client provides records in excess of the maximum, the Client will have the option to either (1) incur an additional fee as determined by RNL corresponding to the applicable record count received, or (2) reduce and resend records within the program parameters purchased.
 - If Client provides the data file in a format other than RNL’s requested format, the Client will have the option to either (1) incur an additional fee upon mutual written agreement corresponding to

the additional services required to manipulate the file, or (2) resend the data file in accordance with RNL's requested format.

- ii. Client Materials necessary for the Services.
- iii. A call center satisfying all of the requirements described in Appendix 3.
- iv. An online giving website through which donations may be made by credit card, using an approved RNL payment processor vendor retained and paid for by Client.
- v. Hiring, employment, compensation, recruitment assistance, and benefits of individuals calling on Client's behalf.
- vi. Installation, implementation, and utilization of RNL's call center network configuration requirements, as described in Appendix 4, including, but not limited to, the network features and elements between the call center firewall and RNL.
- vii. For the Giving Day Subscription:
 - a. Identification of each Named User.
 - b. Initial set of inputs reasonably requested by RNL (primary, secondary, tertiary colors).
- viii. For the Crowdfunding Subscription:
 - a. Initial set of inputs reasonably requested by RNL (primary, secondary, tertiary colors).
- ix. Information necessary to facilitate compliance with and filings resulting from professional fundraising state laws and regulations, and cooperation in implementing compliance with such laws and regulations.
- x. If applicable, written confirmations to all individuals who make a pledge as a result of services provided by RNL, including production and delivery in accordance with the law, if Client is sending such confirmations.
- xi. Timely coordination with RNL for implementation of Services.
- xii. Except to the extent otherwise expressly provided in this SOW-DD or waived in writing signed by both Parties, Client shall deliver Client Materials to an RNL provided SFTP server.

Appendix 1 to SOW-CS (Description of Services)

The following is a description of the Services, as applicable based on the table inserted in Section 3.A. of this SOW-CS.

- A. Data Enrichment: RNL and Client may adjust the quantities of the data enrichment services, only among such services, upon mutual agreement; a CO is not required when any such adjustment(s) do not result in a change in the Services Fee.
- i. **NCOA (National Change of Address)**: A data enrichment service utilizing address information provided by the US Postal Service.
 - i. **Phone Append**: A data enrichment service conducted on specific constituent attributes provided by the Client to apply new phone numbers for Client-provided constituent data.
 - ii. **Wireless ID**: A data enrichment service that verifies if an existing prospect phone number (based on the first seven digits of the 10-digit phone number or the prefix plus one) is a landline, wireless, or a ported wireless number.
 - iii. **Advanced Landline**: A process to find and update landline telephone number information from various third party sources.
 - iv. **Automatch**: Data enrichment that identifies matching-gift-eligible constituents based on data provided in the employer field or appended during an Employer Append.
 - v. **Cell Append**: A data enrichment service to match on specific constituent attributes to apply a wireless phone number.
 - vi. **Deceased Verification**: A data enrichment service that is intended to identify deceased individuals in the constituent data file.
 - vii. **Email Append**: A data enrichment service intended to find email addresses for prospects.
 - viii. **Email Verification**: A data enrichment service intended to identify valid email addresses.
 - ix. **Employer Append**: A data enrichment service that searches for employer information of constituents, for which an email and physical address are required to complete the process.
 - x. **Line Status**: A data enrichment service that queries the phone system network to find out if a phone number is in service.
- B. Data Management
- i. **Segments**: Grouping of past donors and donor prospects by one or more common attributes.
 - ii. **Loads**: The process of transferring Client's data onto equipment.
 - iii. **Email Reminder Drops**: An electronic file containing prospects who have made outstanding pledges and who are scheduled to receive either a reminder letter or email, or both.
 - iv. **Demo Refreshers**: The process of updating a data set that has been loaded onto RNL equipment with demographic information received from a Client.
- C. Direct Marketing (Creative): RNL and Client may adjust the quantities of the direct marketing services, only among such services, upon mutual agreement; a CO is not required when any such adjustment(s) do not result in a change in the Services Fee.
- i. **Email Templates**: Design prototype for email(s).


- ii. **Email Versions:** Creation of versions of an email message, such as for the purpose of preparing prospects for calling, to acknowledge a pledge, to remind prospects of a pledge, or for the purposes of thanking donors.
- iii. **Letter Templates:** Design prototype for letter(s).
- iv. **Letters Versions:** Creation of versions of a letter, such as for the purposes of requesting a donation, or to remind prospects of a pledge.
- v. **Postcard Templates:** Design prototype for postcard(s).
- vi. **Postcard Versions:** Creation of versions of a postcard, such as to contact prospects in advance of calling, to acknowledge a pledge, or to maintain regular contact with donors and prospects.

D. Software

- i. **Phonathon Station Software (includes CAMPUSCALL, HEP, and OGI):**
 - a. **CAMPUSCALL:** RNL's proprietary, Internet-accessible phonathon software designed to support an organization's telephone fundraising program, as well as associated user interfaces and related technology. 24 hours/day, 7 days/week helpdesk support is available for questions about CAMPUSCALL and its use.
 - 1. Includes commercially reasonable level of assistance with and guidance on the following to support Client's use of Software:
 - Loading data;
 - Creating segments and calling pools;
 - Creating email responses; and
 - Performing system backups.
 - b. **HEP:** Database software integrated into CAMPUSCALL to provide employer matching gift information, so long as it is available to RNL during the Term, at RNL's discretion.
 - c. **OGI (Online Giving Integration):** An integrated RNL pass-through solution to enable Client callers to enter payment card information directly into the Client-supplied online giving page.

E. Program Support and Consulting

- i. **Program Center Manager:** An individual RNL employee assigned to provide on-site call center support. Responsibilities include: helps recruit, interview, and train callers; manages call sessions; and tracks program and caller statistics. Hours of Program Center Management is 1 p.m. to 9 p.m., unless otherwise agreed to in writing by Client and RNL.
- ii. **Program Strategy and Management:** Consulting on the Client's fundraising strategy and plan based on call center capacity and scope of Services pursuant to this SOW-CS.
- iii. **Site Visit:** A trip by the applicable RNL employee, as determined by RNL, to Client's call center, or other mutually acceptable location.
- iv. **RNL 360:** An analytic tool for development and stewardship efforts, with a long-term investment calculator, used to estimate the lifetime value of a donor.
- v. **Program Reporting:** Delivery of RNL standard reports, as determined by RNL, which may include:
 - a. **Standard Bi-Weekly Deletes** – Client file of records to be removed from the scope of Services and which will receive no further contact (phone, mail, or email).

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- b. **Standard Bi-Weekly Pairs** – Client file of “pairs”/donors which may be used to generate regular reminder outreach for an RNL-managed fulfillment plan and monthly fulfillment report.
 - c. **Standard PDF/Daily File Package** – Daily suite of reports including pledge report, change report, comment report, phone completes, and matching gift report.
 - d. **RNL SmartView Reporting**- Access to dashboards and data visualization tools specific to onsite calling program.

Appendix 2 to SOW-CS (Equipment)

A. Equipment for Phonathon Stations:

- i. Processor: Intel i3 or i5
- ii. OS: Windows 7
- iii. Memory: 4 GB of RAM
- iv. IE 11
- v. Hard Drive: HD
- vi. Mouse: 2 Button Optical Mouse with Scroll
- vii. Warranty: 4 year NBD on-site warranty

B. Equipment for Server:

- i. Dell R430 Server w/ portable hard drive (Redundant dual hot swappable power supplies)
- ii. Processor: Xeon E5-2407 2.20 Ghz, 10M Cache, 4 Core
- iii. OS: Windows 2008 R2 Server
- iv. Memory: 16 GB of RAM
- v. Hard Drive: Raids 1 (2 – 500 GB HD) (80-100 GB C: Drive remainder d: Drive) (Hot swappable drives)
- vi. Optical Drive: DVD ROM +/-
- vii. Monitor: Minimum 17in flat panel monitor
- viii. Keyboard: USB Keyboard, No Hot Keys
- ix. Mouse: 2 Button Optical Mouse with Scroll
- x. Network: Dual Embedded Gigabit Ethernet NIC
- xi. Warranty: 3-year NBD on-site warranty
- xii. UPS: Standalone 1500VA Uninterruptible Power Supply 120v
- xiii. Remote Management Card

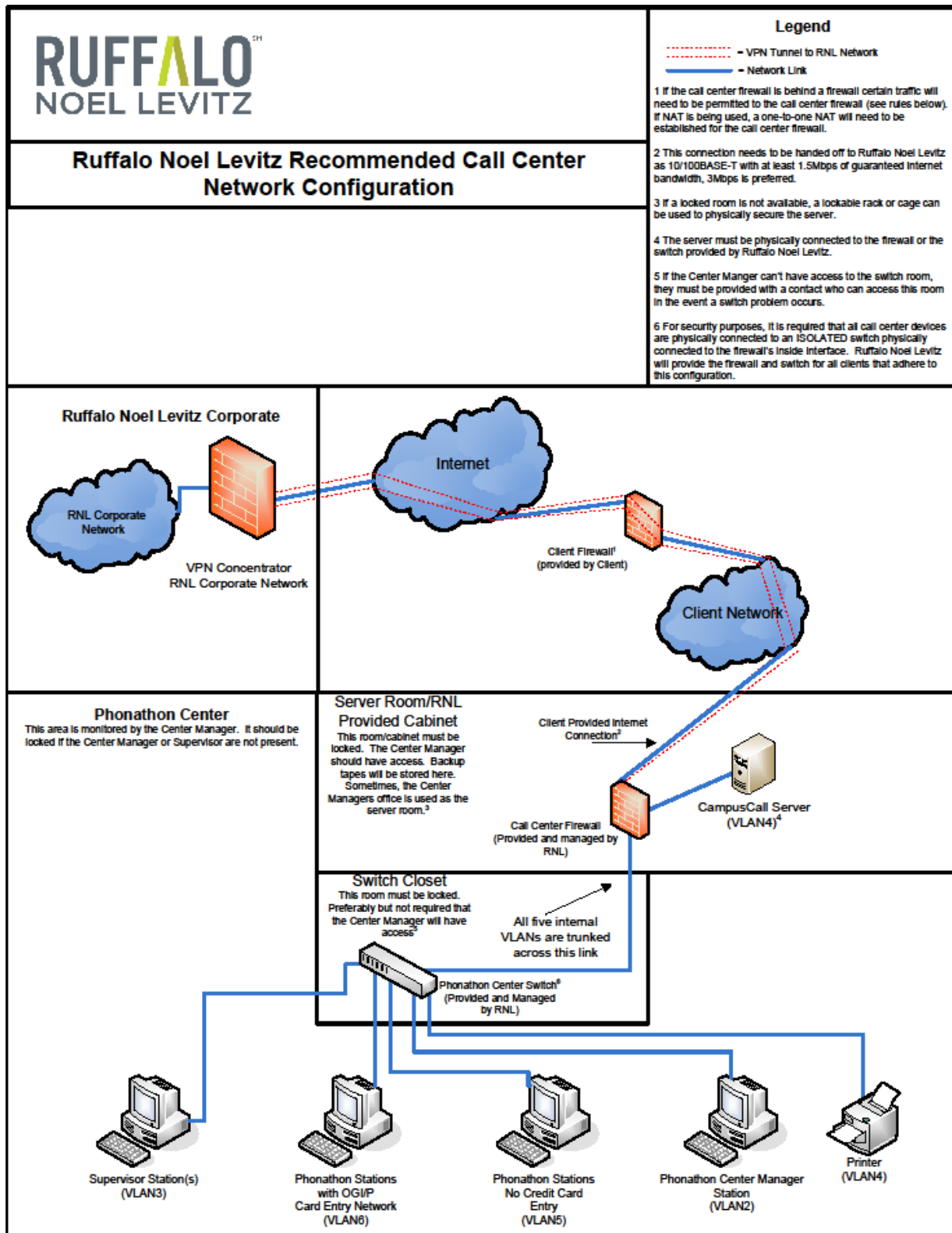
C. Dialing Equipment:

Necessary dialing equipment, for example way2calls, headsets and amps, in the quantities identified in this SOW-CS.

Appendix 3 to SOW-CS (Call Center Requirements for Client)

- A. A dedicated, secure, and safe physical space (locked during non-calling hours) on Client's campus with at least eighty (80) square feet of private office for the Program Center Manager, at least 100 square feet of private conference space for meetings and training, and room for 19 (nineteen) phonathon stations.
- B. Each phonathon station shall be at least seven feet (7') by four feet (4') (twenty-eight (28) square feet), equipped with at least three (3) dedicated electric outlets.
- C. Such call center space shall be available 1:00 p.m. – 11:30 p.m. each Monday through Thursday evening, 11:00 a.m. – 11:30 p.m. on Sundays, and, if recommended by RNL, on Fridays and/or Saturdays.
- D. A secure, locked room or cabinet(s) located within or near the call center shall be available for storage of equipment.
- E. A secure, locked room within or near the call center, with an Internet connection and a permanent, public Internet address, for the server.
- F. All call center furniture, including, but not limited to, a desk and chair for each phonathon station and Program Center Manager.
- G. Wiring in walls, electrical outlets, and approved VoIP telephone lines for each phonathon station, and surge protectors for each phonathon station.
- H. Full payment of telephone bills, including all expenses associated with telephony resulting from calling pursuant to this SOW-CS.
- I. Parking near the call center for the Program Center Manager, RNL agrees to split the costs of Program Center Manager parking with the client.
- J. Copier and fax service in or near the call center.
- K. Access to Client network printer, if requested by RNL.
- L. A secure disposal bin to ensure sensitive information or data captured in the phone program is disposed of properly.
- M. Security, janitorial services, electricity, heating/cooling, water/sewer, and all other occupancy expenses for the call center.

Appendix 4 to SOW-CS (Call Center Network Configuration)



Appendix 5 to SOW-CS (RNL Standard Change Order)

RNL reserves the right to waive the signature requirement at its discretion.

Change Order-Sample

Client Name

Contact:

Address street:

Address city state zip:

Email:

This Change Order ("CO") describes the services to be modified between Ruffalo Noel Levitz, LLC, ("RNL") and _____ (hereafter referred to as "Client" and together with RNL referred to as the "Parties").

The following provisions are incorporated into and made a part of the Current Statement (defined below). Any terms or phrases undefined in this CO shall have the meaning given them in the MSA or Current Statement, as applicable, and in the event of any conflict or ambiguity between this CO and the MSA, the MSA shall govern and control.

1. Reference Document:

This CO modifies the Statement of Work # __ dated _____ (the "Current Statement") as described in this CO.

2. Term of Services:

The Term of Services is deleted and replaced with the following:

3. Addition:

The following Service(s) is added:

4. Modification:

Section X in the Current Statement is deleted and replaced with:

5. Fees & Payment:

The payment terms in the Current Statement are deleted and replaced with the following:

The additional payment terms are added to the payment schedule in the Current Statement:

6. Remaining Provisions:

All provisions of the Current Statement not specifically modified by this CO shall remain in full force and effect.

Client Name**Ruffalo Noel Levitz, LLC**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____